



HORIZON CITY

Incorporated 1988

**AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, February 11, 2025, 6:00 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas will be held on **Tuesday, February 11, 2025 at 6:00 PM** at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following will be discussed and considered:

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

CONSENT AGENDA

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

- 3. Approval of Minutes from:** **4**
1/14/25 Regular City Council Meeting.
- 4. Discussion and Action:** **10**
Mayor/Chief Vargas
On the presentation of the Biased Based report by the Horizon City Police.
- 5. Discussion and Action:** **33**
Mayor/Chief Vargas
On a presentation of the Horizon City Police Department Annual Report.
- 6. Discussion and Action:**
Mayor/EDC Executive Director
On the re-appointment of Dean Hulsey to the Horizon City Economic Development Corporation Board of Directors.
- 7. Discussion and Action:**
Mayor/EDC Executive Director
On the re-appointment of Ruby Maldonado to the Horizon City Economic Development Corporation Board of Directors.
- 8. Request to Excuse Absent Council Members:**
- 9. Approval of Consent Agenda Items:**

REGULAR AGENDA

- 10. Discussion and Action:**
Mayor/Municipal Judge
This item was postponed at the 10/8/24 Regular City Council meeting. On a presentation from municipal court staff regarding a proposal for a new court fees online payment provider.
- 11. Discussion and Action:** **62**
Mayor/Chief Vargas
That the Mayor be authorized to sign an Agreement Between the TOWN OF HORIZON CITY and the UNITED STATES DEPARTMENT OF JUSTICE/ FEDERAL BUREAU OF INVESTIGATION to allow the Town of Horizon

City to be reimbursed for overtime paid to Horizon City Police Department personnel assigned to the Violent Crimes Taskforce.	
12. Discussion and Action:	65
Mayor/Chief Vargas	
On the award of solicitation 2025-100RFP for Website Redesign ADA project to Granicus, Inc. for \$21,520.00 with a 5% increase per year for up to 60 months.	
13. Discussion and Action:	75
Mayor/EDC Executive Director	
That the Mayor be authorized to sign a Chapter 380 Economic Development Performance Agreement between the Town of Horizon City (the "City") and NoHo Processors, LLC. (the "Applicant"), regarding Applicant's improvements and expansion of its facilities at Horizon City, Texas. Pursuant to the Agreement, Applicant will invest \$47 million dollars and create 110 full-time positions within 3 years paying an average hourly wage of \$19.86. In exchange, the City will provide incentives not to exceed \$125,000.00 paid over 5 years.	
14. Discussion and Action:	95
Mayor/EDC Executive Director	
That the Mayor be authorized to sign an Economic Development Performance Agreement between the Town of Horizon City (the "City"), The Horizon City EDC (HEDC) and NoHo Processors, LLC. (the "Applicant"), regarding Applicant's improvements and expansion of its facilities at Horizon City, Texas. Pursuant to the Agreement, Applicant will invest \$47 million dollars and create 110 full-time positions within 3 years paying an average hourly wage of \$19.86. In exchange, the HEDC will provide incentives not to exceed \$125,000.00 paid over 5 years.	
15. Discussion and Action:	115
Mayor/CIP Manager	
On an update on the Capital Improvement Program.	
16. Discussion and Action:	126
Mayor/CIP Manager	
On a Resolution of the Town of Horizon City, Texas, establishing priorities for the 89th legislative session in Texas, and authorizing the Mayor and his designees to communicate with the office of the governor and Texas legislature on behalf of the Town of Horizon City, Texas.	
17. Discussion and Action:	130
Mayor/CIP Manager	
That the Mayor be authorized to sign the First Amendment to the Interlocal Agreement by and between the Town and the Authority to supplement the services of the Authority to procure and manage construction of the Project.	
18. Discussion:	137
Mayor/Finance Director	
1st Reading of Ordinance No. 0313 Amendment No. 01 , An ordinance amending Ordinance No. 0313 of the Town of Horizon City, adopting the municipal budget for the 2024-2025 fiscal year, to allow for the transfer of funds in the 2025 Police Department Budget; and providing for repealer and severability clauses.	
19. PUBLIC HEARING:	
Mayor/Asst. City Atty	
2nd Reading of Ordinance No. _____ . An Ordinance calling a special election by the qualified voters of the Town of Horizon City, Texas on May 3, 2025, for the purpose of submitting a proposition on the reauthorization of the local sales and use tax in the Town of Horizon City at the rate of one-quarter (1/4) of one percent (1%) to continue providing revenue for maintenance and repair of municipal streets; making provision for the conduct of such election; resolving other matters incident and related to such election; providing for invalidity, proper notice and public meeting and an effective date. The tax will expire on the fourth (4th) anniversary of the date of the election unless the imposition of the tax is reauthorized.	
20. Discussion and Action:	138
Mayor/Asst. City Atty	

2nd Reading of Ordinance No. _____. An Ordinance calling a special election by the qualified voters of the Town of Horizon City, Texas on May 3, 2025, for the purpose of submitting a proposition on the reauthorization of the local sales and use tax in the Town of Horizon City at the rate of one-quarter (1/4) of one percent (1%) to continue providing revenue for maintenance and repair of municipal streets; making provision for the conduct of such election; resolving other matters incident and related to such election; providing for invalidity, proper notice and public meeting and an effective date. The tax will expire on the fourth (4th) anniversary of the date of the election unless the imposition of the tax is reauthorized.

21. Executive Session

The City Council of the Town of Horizon City reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices,) and 551.087 (Economic Development).

A. .

Mayor/Chief Vargas

Personnel Matter/Claim involving Michael B. Sierra. 551.072 (Consultation with Attorney); 551.074 (Personnel Matters)

22. Discussion and Action:

Mayor/Chief Vargas

On personnel matter/claim involving Michael B. Sierra.

Adjournment:

Motion to Adjournment: _____ 2nd _____

Dated this Friday, 2/7/25

By: _____
Elvia Schuller, City Clerk

I, the undersigned authority, hereby certify that the above notice of the Regular City Council Meeting of the Town of Horizon City, Texas is a correct copy of this notice, and that I posted this notice at least seventy-two (72) hours preceding the scheduled meeting at the City Hall Bulletin Boards of the Town of Horizon City, Texas on this Friday, 2/7/25 by 5:00 p.m.

Agenda Removed: _____ Time _____ By _____

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

**MINUTES
AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, January 14, 2025, 6:00 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas was held on **Tuesday, January 14, 2025 at 6:00 PM**, at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following was discussed and considered:

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

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

2. Open Forum:

No one signed up to speak.

CONSENT AGENDA

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

3. Approval of Minutes from:

December 10, 2024 Regular City Council Meeting.

4. Discussion and Action:

Mayor/Asst. City Atty

Authorizing the Mayor to sign a Participation and Release Form on behalf of the Town of Horizon City to receive a proportionate share of funds from the Kroger Opioid Settlement negotiated by the Texas Attorney General.

5. Discussion and Action:

Mayor/EDC Executive Director

That the City Council approve the Town's revised Stormwater Management Program for renewal of coverage under the Small MS4 General Permit and authorize the Mayor to sign the Notice of Intent, all to be submitted to the Texas Commission on Environmental Quality.

6. Discussion and Action:

Mayor/EDC Executive Director

On the appointment of Rafael Padilla to the EDC Board of Directors Committee.

7. Discussion and Action:

Mayor/Chief Vargas

On authorization for the Mayor to sign the FY 2024 (3007410) Operation Stonegarden Grant Interlocal Agreement with El Paso County.

8. Request to Excuse Absent Council Members:

9. Approval of Consent Agenda Items:

Councilwoman Randleed requested Items #5 and #7 be pulled from consent for discussion under the regular agenda.

A motion was made by Councilman Padilla and seconded by Councilman Mendoza to pull items #5 and #7 from consent for discussion under the regular agenda, excuse absent Councilwoman Urrutia and approve the remainder of the consent agenda. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Absent; PADILLA – Aye; MENDOZA – Aye. Motion passed.

REGULAR AGENDA

5. **Discussion and Action:**

Mayor/EDC Executive Director

That the City Council approve the Town's revised Stormwater Management Program for renewal of coverage under the Small MS4 General Permit and authorize the Mayor to sign the Notice of Intent, all to be submitted to the Texas Commission on Environmental Quality.

Chief Planner, Art Rubio spoke regarding this item.

A motion was made by Councilman Padilla and seconded by Councilman Mendoza to approve the Town's revised Stormwater Management Program for renewal of coverage under the Small MS4 General Permit and authorize the Mayor to sign the Notice of Intent, all to be submitted to the Texas Commission on Environmental Quality. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Absent; PADILLA – Aye; MENDOZA – Aye. Motion passed.

7. **Discussion and Action:**

Mayor/Chief Vargas

On authorization for the Mayor to sign the FY 2024 (3007410) Operation Stonegarden Grant Interlocal Agreement with El Paso County.

A floor amendment was requested our Asst. City Atty to amend the posted language from El Paso County to the State of Texas.

A motion was made by Councilman Miller and seconded by Councilman Padilla to accept the floor amendment amending the posted language from El Paso County to the State of Texas and authorize the Mayor to sign the FY 2024 (3007410) Operation Stonegarden Grant Interlocal Agreement. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Absent; PADILLA – Aye; MENDOZA – Aye. Motion passed.

10. **Discussion and Action:**

Mayor/Finance Director

On a report regarding the Horizon City Annual Christmas Parade held 12/7/24.

Finance Director, Lily Gaytan spoke regarding this item.

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

11. **Discussion and Action:**

Mayor/Chief Vargas

On a Resolution authorizing the Mayor or his designee to sign all documents necessary to accept a grant in the amount \$248,352.40 from the Office of the Governor of the State of Texas to provide additional personnel; crisis intervention programs; re-entry and violence prevention programs; software or other forms of technology needed for threat assessment programs; case management and information sharing solutions and specialized training for court; behavioral health and law enforcement personnel in accordance with the grant application and budget submitted by the Horizon City Police Department.

Emergence Health Network Reps, Krista Weindorf and Rhonda Ross and Police Lieutenant Kaycee Valdez and Police Chief, Marco Vargas spoke regarding this item.

A motion was made by Councilman Padilla and seconded by Councilman Quiroz to approve the Resolution authorizing the Mayor or his designee to sign all documents necessary to accept a grant in the amount \$248,352.40 from the Office of the Governor of the State of Texas to provide additional personnel; crisis intervention programs; re-entry and violence prevention programs; software or other forms of technology needed for threat assessment programs; case management and information sharing solutions and specialized training for court; behavioral health and law enforcement personnel in accordance with the grant application and budget submitted by the Horizon City Police Department. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Absent; PADILLA – Aye; MENDOZA – Aye. Motion passed.

12. Discussion and Action:

Mayor/Chief Vargas

On a Resolution authorizing the Mayor to sign an Interlocal Agreement between the Town of Horizon City and El Paso County MHMR D/B/A Emergency Health Network to establish the procedures and responsibilities for deploying a Crisis Intervention Team to assist persons in mental health crises and persons diagnosed or suspected of mental illness and/or intellectual disability. The amount paid by the City for a mental health clinician shall be \$73,971.00 per year.

Police Chief Marco Vargas spoke regarding this item.

A motion was made by Councilman Padilla and seconded by Councilman Quiroz to approve the Resolution authorizing the Mayor to sign an Interlocal Agreement between the Town of Horizon City and El Paso County MHMR D/B/A Emergency Health Network to establish the procedures and responsibilities for deploying a Crisis Intervention Team to assist persons in mental health crises and persons diagnosed or suspected of mental illness and/or intellectual disability. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Absent; PADILLA – Aye; MENDOZA – Aye. Motion passed.

13. Discussion and Action:

Mayor/CIP Manager

On an update on the Capital Improvement Program.

CIP Manager, Terry Quezada spoke regarding this item.

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

14. Discussion and Action:

Mayor/CIP Manager

Update on the ARPA Program.

CIP Manager, Terry Quezada spoke regarding this item.

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

15. Discussion and Action:

Mayor/CIP Manager

On change order no. 2 to Dantex General Contractors for \$48,999.19 for the Municipal Facilities Phase 1 project (Solicitation 23-101).

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Councilman Mendoza and seconded by Councilman Quiroz to approve change order no. 2 to Dantex General Contractors for \$48,999.19 for the Municipal Facilities Phase 1 project (Solicitation 23-101). The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Absent; PADILLA – Aye; MENDOZA – Aye. Motion passed.

16. Discussion and Action:

Mayor/CIP Manager

On a resolution authorizing the Mayor to sign an Interlocal/Project Development Agreement with the Camino Real Regional Mobility Authority for the development of Howard Lowe Pedestrian project, described in said Agreement.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Councilman Padilla and seconded by Councilman Mendoza to approve the resolution authorizing the Mayor to sign an Interlocal/Project Development Agreement with the Camino Real Regional Mobility Authority for the development of Howard Lowe Pedestrian project, described in said Agreement. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Absent; PADILLA – Aye; MENDOZA – Aye. Motion passed.

17. Discussion and Action:

Mayor/Asst. City Atty

On a Resolution ordering an election by the qualified voters of the Town of Horizon City, Texas on May 3, 2025 for the purpose of electing four Aldermen places 1, 2, 4, and 6 to four-year terms.

Asst. City Atty, Sylvia Firth spoke regarding this item and requested Council approval on a floor amendment for this item amending the posted language to “On a Resolution ordering an election by the qualified voters of the Town of Horizon City, Texas on May 3, 2025 for the purpose of electing Council Members for places 1, 2, 4, and 6 for four year terms and a special election on the same date to fill the vacancy in place 5 for the remainder of the term expiring in May of 2027”.

A motion was made by Councilman Miller and seconded by Councilman Mendoza to approve the floor amendment amending the posted language to “On a Resolution ordering an election by the qualified voters of the Town of Horizon City, Texas on May 3, 2025 for the purpose of electing Council Members for places 1, 2, 4, and 6 for four year terms and a special election on the same date to fill the vacancy in place 5 for the remainder of the term expiring in May of 2027” and approve the Resolution as amended. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Absent; PADILLA – Aye; MENDOZA – Aye. Motion passed.

18. Discussion:

Mayor/Asst. City Atty

1st Reading of Ordinance No. _____. An Ordinance calling a special election by the qualified voters of the Town of Horizon City, Texas on May 3, 2025, for the purpose of submitting a proposition on the reauthorization of the local sales and use tax in the Town of Horizon City at the rate of one-quarter (1/4) of one percent (1%) to continue providing revenue for maintenance and repair of municipal streets; making provision for the conduct of such election; resolving other matters incident and related to such election; providing for invalidity, proper notice and public meeting and an effective date. The tax will expire on the fourth (4th) anniversary of the date of the election unless the imposition of the tax is reauthorized.

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

19. Discussion and Action:

Mayor/Asst. City Atty

On the Contract for Election Services with the El Paso County Elections Administrator for the May 3, 2025, General Election.

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

A motion was made by Councilman Miller and seconded by Councilman Mendoza to approve the Contract for Election Services with the El Paso County Elections Administrator for the May 3, 2025, General Election. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Absent; PADILLA – Aye; MENDOZA – Aye. Motion passed.

20. **Discussion and Action:**

Mayor/Asst. City Atty

On the appointment of the election officials and election judges for the General Election on May 3, 2025.

A motion was made by Councilman Miller and seconded by Councilman Mendoza to approve the appointment of the election officials and election judges for the General Election on May 3, 2025. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Absent; PADILLA – Aye; MENDOZA – Aye. Motion passed.

21. **Discussion and Action:**

Mayor/Chief Planner

On a **Preliminary & Final Subdivision Plat** applications for **Kenazo Subdivision (Case No. SUC24-0003)**, and to authorize the Mayor to sign the recording plat, legally described as Two Portions of Section 31, Block 78, Township 3, Texas and Pacific Railroad Surveys, Town of Horizon City, El Paso County, Texas. Containing 4.0031 acres ±. Application submitted by Applicant/Representative JLJ Designs.

Chief Planner, Art Rubio spoke regarding this item.

A motion was made by Councilman Padilla and seconded by Councilman Quiroz to approve the **Preliminary & Final Subdivision Plat** applications for **Kenazo Subdivision (Case No. SUC24-0003)**, and to authorize the Mayor to sign the recording plat. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Absent; PADILLA – Aye; MENDOZA – Aye. Motion passed.

22. **Discussion and Action:**

Mayor/Chief Planner

On a Resolution authorizing the Town of Horizon City to sponsor Clint Independent School District on their Senior Scholarship 5K Run/Walk by reducing the Special Event Permit application fee to \$100.00.

Chief Planner, Art Rubio spoke regarding this item.

A motion was made by Councilman Mendoza and seconded by Councilman Quiroz to approve the Resolution authorizing the Town of Horizon City to sponsor Clint Independent School District on their Senior Scholarship 5K Run/Walk by reducing the Special Event Permit application fee to \$100.00. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Absent; PADILLA – Aye; MENDOZA – Aye. Motion passed.

23. **Discussion and Action:**

Mayor/Chief Planner

On a Resolution authorizing the Mayor to sign and grant a Perpetual Easement Agreement between the Town of Horizon City ("Grantor") and the El Paso Electric Company ("Grantee") necessitated by the Municipal Facilities Project.

Chief Planner, Art Rubio spoke regarding this item.

A motion was made by Councilman Padilla and seconded by Councilman Quiroz to approve the Resolution authorizing the Mayor to sign and grant a Perpetual Easement Agreement between the Town of Horizon City ("Grantor") and the El Paso Electric Company ("Grantee") necessitated by the Municipal Facilities Project. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Absent; PADILLA – Aye; MENDOZA – Aye. Motion passed.

Items #24 and #25 were taken together

24. PUBLIC HEARING:

Mayor/Finance Director

2nd Reading of Ordinance No. 0313 Amendment No. 01, An ordinance amending Ordinance No. 0313 of the Town of Horizon City, adopting the municipal budget for the 2024-2025 fiscal year, to allow for the transfer of funds in the 2025 Police Department Budget to the 2025 Executive Officials Budget; and providing for repealer and severability clauses.

25. Discussion and Action:

Mayor/Finance Director

2nd Reading of Ordinance No. 0313 Amendment No. 01, An ordinance amending Ordinance No. 0313 of the Town of Horizon City, adopting the municipal budget for the 2024-2025 fiscal year, to allow for the transfer of funds in the 2025 Police Department Budget to the 2025 Executive Officials Budget; and providing for repealer and severability clauses.

The City Clerk, Elvia Schuller informed Council that the Mayor requested deletion of items #24 and #25.

A motion was made by Councilman Miller and seconded by Councilman Mendoza to delete items #24 and #25 as requested by the Mayor. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Absent; PADILLA – Aye; MENDOZA – Aye. Motion passed.

26. Discussion and Action:

Mayor/City Clerk

On a proposal to consider the closure of City Hall and Courts Administrative offices on December 22, 23 & 26 2025.

City Clerk, Elvia Schuller spoke regarding this item.

A motion was made by Councilman Padilla and seconded by Councilman Quiroz to approve the closure of City Hall and Courts Administrative offices on December 22, 23 & 26 2025. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Absent; PADILLA – Aye; MENDOZA – Aye. Motion passed.

27. Executive Session

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

ADJOURNMENT

A motion was made by Councilman Mendoza and seconded by Councilman Miller to adjourn at 7:02 PM.

Approved this _____ day of _____, 20__.

Attest:

Elvia Schuller, City Clerk

Andres Renteria, Mayor

Texas TCOLE SB1187 Racial Profiling Report (2024)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

01. Total Traffic Stops			
			6,699
			6,699

02. Location of Stop			
BUSINESS		0.84%	62
CITY STREET		95.92%	6,427
COUNTY ROAD		0.48%	32
PRIVATE PROPERTY OR OTHER		0.18%	9
RESIDENCE		0.04%	3
STATE HIGHWAY		2.40%	161
US HIGHWAY		0.03%	2
Total		100.00%	6,696

03. Was Race Known Prior to Stop?			
N		99.82%	6,687
Y		0.18%	12
Total		100.00%	6,699

04. Race or Ethnicity			
ALASKA NATIVE/AMERICAN INDIAN		0.06%	4
ASIAN/PACIFIC ISLANDER		0.12%	8
BLACK		2.07%	139
HISPANIC/LATINO		70.70%	4,770
WHITE		26.44%	1,778
Total		100.00%	6,699

05. Gender			
FEMALE	ALASKA NATIVE/AMERICAN INDIAN	0.04%	1
	ASIAN/PACIFIC ISLANDER	0.15%	4
	BLACK	1.28%	34
	HISPANIC/LATINO	69.52%	1,856
	WHITE	28.32%	754
		100.00%	2,649
MALE	ALASKA NATIVE/AMERICAN INDIAN	0.07%	3
	ASIAN/PACIFIC ISLANDER	0.10%	4
	BLACK	2.59%	105
	HISPANIC/LATINO	71.48%	2,914
	WHITE	25.21%	1,024
		100.00%	4,050
Total			6,699

06. Reason for Stop?			
MOVING TRAFFIC VIOLATION	ALASKA NATIVE/AMERICAN INDIAN	0.08%	4

	ASIAN/PACIFIC ISLANDER	0.15%		8
	BLACK	2.18%		118
	HISPANIC/LATINO	72.60%		3,914
	WHITE	24.99%		1,344
		100.00%		5,388
PRE EXISTING KNOWLEDGE	BLACK	4.35%		2
	HISPANIC/LATINO	47.83%		22
	WHITE	47.83%		22
		100.00%		46
VEHICLE TRAFFIC VIOLATION	BLACK	1.64%		17
	HISPANIC/LATINO	66.12%		687
	WHITE	32.24%		335
		100.00%		1,039
VIOLATION OF LAW	BLACK	0.88%		2
	HISPANIC/LATINO	65.04%		147
	WHITE	34.07%		77
		100.00%		226
Total				6,699

07. Was a Search Conducted?				
N				
	ALASKA NATIVE/AMERICAN INDIAN	0.06%		4
	ASIAN/PACIFIC ISLANDER	0.12%		8
	BLACK	2.07%		138
	HISPANIC/LATINO	70.63%		4,733
	WHITE	26.50%		1,770
		100.00%		6,653
Y	BLACK	2.17%		1
	HISPANIC/LATINO	80.43%		37
	WHITE	17.39%		8
		100.00%		46
Total				6,699

08. Reason for Search?				
CONSENT	HISPANIC/LATINO	55.56%		5
	WHITE	44.44%		4
		100.00%		9
CONTRABAND IN PLAIN VIEW	HISPANIC/LATINO	66.67%		2
	WHITE	33.33%		1
		100.00%		3
INCIDENT TO ARREST	HISPANIC/LATINO	100.00%		18
		100.00%		18
NO SEARCH				
	ALASKA NATIVE/AMERICAN INDIAN	0.06%		4
	ASIAN/PACIFIC ISLANDER	0.12%		8
	BLACK	2.07%		138
	HISPANIC/LATINO	70.63%		4,733
	WHITE	26.50%		1,770
		100.00%		6,653
PROBABLE CAUSE	BLACK	6.25%		1
	HISPANIC/LATINO	75.00%		12
	WHITE	18.75%		3

		100.00%		16
Total				6,699

09. Was Contraband Discovered?

N	HISPANIC/LATINO	94.12%		16
	WHITE	5.88%		1
		100.00%		17
Y	BLACK	3.45%		1
	HISPANIC/LATINO	72.41%		21
	WHITE	24.14%		7
		100.00%		29
Total				46

10. Description of Contraband

ALCOHOL	HISPANIC/LATINO	66.67%		6
	WHITE	33.33%		3
		100.00%		9
CURRENCY	HISPANIC/LATINO	100.00%		1
		100.00%		1
DRUGS	HISPANIC/LATINO	80.00%		8
	WHITE	20.00%		2
		100.00%		10
OTHER	BLACK	11.11%		1
	HISPANIC/LATINO	66.67%		6
	WHITE	22.22%		2
		100.00%		9
STOLEN PROPERTY	HISPANIC/LATINO	100.00%		1
		100.00%		1
Total				30

11. Result of the Stop

ARREST	HISPANIC/LATINO	97.06%		33
	WHITE	2.94%		1
		100.00%		34
CITATION	ALASKA NATIVE/AMERICAN INDIAN	0.10%		2
	BLACK	1.43%		28
	HISPANIC/LATINO	66.84%		1,311
	WHITE	31.58%		619
		100.00%		1,960
CITATION AND ARREST	HISPANIC/LATINO	100.00%		3
		100.00%		3
VERBAL WARNING	ASIAN/PACIFIC ISLANDER	0.21%		4
	BLACK	2.76%		52
	HISPANIC/LATINO	78.17%		1,475
	WHITE	18.87%		356
		100.00%		1,887
WRITTEN WARNING	ALASKA NATIVE/AMERICAN INDIAN	0.07%		2
	ASIAN/PACIFIC ISLANDER	0.14%		4
	BLACK	2.10%		59
	HISPANIC/LATINO	67.97%		1,943

	WHITE	28.29%	802
		100.00%	2,810
WRITTEN WARNING AND ARRES	HISPANIC/LATINO	100.00%	5
		100.00%	5
Total			6,699

12. Arrest Based On			
OUTSTANDING WARRANT	HISPANIC/LATINO	96.77%	30
	WHITE	3.23%	1
		100.00%	31
VIOLATION OF PENAL CODE	HISPANIC/LATINO	100.00%	9
		100.00%	9
VIOLATION OF TRAFFIC LAW	HISPANIC/LATINO	100.00%	2
		100.00%	2
Total			42

13. Was Physical Force Used?			
	BLACK	3.08%	2
	HISPANIC/LATINO	24.62%	36
	WHITE	9.23%	13
		100.00%	65
N	ALASKA NATIVE/AMERICAN INDIAN	0.06%	4
	ASIAN/PACIFIC ISLANDER	0.12%	8
	BLACK	2.07%	137
	HISPANIC/LATINO	71.14%	4,718
	WHITE	26.61%	1,765
		100.00%	6,632
USE OF FORCE - BODILY INJURY	HISPANIC/LATINO	100.00%	2
		100.00%	2
Total			6,699

Was Arrest Due to Contraband Found?			
N	HISPANIC/LATINO	97.44%	38
	WHITE	2.56%	1
		100.00%	39
Y	HISPANIC/LATINO	100.00%	3
		100.00%	3
Total			42

|

Horizon City Police Department

2024 Annual Racial Profiling Report



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Horizon City Police Department

14999 Darrington Road, Horizon City, TX 79928 - 915-852-1047
www.horizoncitypd.com
Chief of Police, Marco A. Vargas. MPS, MS FBI NA 244



February 6, 2025

Dear Distinguished Mayor and Members of City Council,

In 2001, the Texas Legislature enacted the Racial Profiling Law (S.B. 1074) aimed at addressing issues which arose from perceived racial profiling by police officers to certain members of the general public. In the interest of a sound and biased free public service, the Horizon Police Department has been and will continue to be dedicated to not only ensuring compliance with SB 1074 but engaging in objective policing.

Throughout the year, the Horizon City Police Department collects contact data on every traffic stop and general contact they make. They do this through a systematic method incorporated in our handheld ticket writers. The information is collected and transposed in to an analytical report breaking down the specific percentages of traffic contacts by gender and race. This process is in place to assure the community the Horizon City Police Department does not engage in biased based policing.

In this report, you will find information on citation-based contact data along with other documentation that aimed at supporting the fact that the Horizon City Police Department complies with The Texas Racial Profiling Law. Included in the this report is the report submitted to the State of Texas as required by law. It furthermore illustrates the specific analysis of breakdown of contacts as compared to the actual racial breakdown of Horizon City as per the mosty current census. It also includes our policy and the training material used to ensure our police department does not engage in racial profiling.

The data and supporting documentation presented in this report clearly indicate that the Horizon City Police Department does not engage in racial profiling. Our police department will continue to strive to ensure we do not engage in racial profiling.

Sincerely,

Chief Marco A. Vargas

Report & Analysis

Article 2.132 of the Texas Code of Criminal Procedure requires that each law enforcement agency have a detailed written policy in regard to the topic of racial profiling. That policy must define racial profiling, prohibit the act of racial profiling, implement a complaint process, provide for public education, require corrective action if racial profiling occurs, require collection of data, and require the submission of an annual report.

The policy issued by the Horizon City Police Department in May 2016, fully complies with Article 2.132. The policy is set forth below in its entirety.

I. POLICY

We are committed to a respect for constitutional rights in the performance of our duties. Our success is based on the respect we give to our communities, and the respect members of the community observe toward law enforcement. To this end, we shall exercise our sworn duties, responsibilities, and obligations in a manner that does not discriminate on the basis of race, sex, gender, sexual orientation, national origin, ethnicity, age, or religion. Respect for diversity and equitable enforcement of the law are essential to our mission.

All enforcement actions shall be based on the standards of reasonable suspicion or probable cause as required by the Fourth Amendment to the U. S. Constitution and by statutory authority. In all enforcement decisions, officers shall be able to articulate specific facts, circumstances, and conclusions that support probable cause or reasonable suspicion for arrests, searches, seizures, and stops of individuals. Officers shall not stop, detain, arrest, search, or attempt to search anyone based solely upon the person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group.

All departmental orders are informed and guided by this directive. Nothing in this order limits non-enforcement contacts between officers and the public.

II. PURPOSE

The purpose of this order is to provide general guidance on reducing the presence of bias in law enforcement actions, to identify key contexts in which bias may influence these actions, and emphasize the importance of the constitutional guidelines within which we operate.

III. DEFINITIONS

Most of the following terms appear in this policy statement. In any case, these terms appear in the larger public discourse about alleged biased enforcement behavior

and in other orders. These definitions are intended to facilitate on-going discussion and analysis of our enforcement practices.

- A. Bias: Prejudice or partiality based on preconceived ideas, a person's upbringing, culture, experience, or education.
- B. Biased policing: Stopping, detaining, searching, or attempting to search, or using force against a person based upon his or her race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group.
- C. Ethnicity: A cluster of characteristics that may include race but also cultural characteristics or traits that are shared by a group with a common experience or history.
- D. Gender: Unlike sex, a psychological classification based on cultural characteristics or traits.
- E. Probable cause: Facts or apparent facts and circumstances within an officer's knowledge and of which the officer had reasonable, trustworthy information to lead a reasonable person to believe that an offense has been or is being committed, and that the suspect has committed it.
- F. Race: A category of people of a particular decent, including Caucasian, African, Hispanic, Asian, Middle Eastern, or Native American descent. As distinct from ethnicity, race refers only to physical characteristics sufficiently distinctive to group people under a classification.
- G. Racial profiling: A law-enforcement initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.
- H. Reasonable suspicion: Articulate, objective facts that lead an experienced officer to suspect that a person has committed, is committing, or may be about to commit a crime. A well-founded suspicion is based on the totality of the circumstances and does not exist unless it can be articulated. Reasonable suspicion supports a stop of a person. Courts require that stops based on reasonable suspicion be "objectively reasonable."
- I. Sex: A biological classification, male or female, based on physical and genetic characteristics.
- J. Stop: An investigative detention. The detention of a subject for a brief period of time, based on reasonable suspicion.

IV. PROCEDURES

A. General responsibilities

1. Officers are prohibited from engaging in bias-based profiling or stopping, detaining, searching, arresting, or taking any enforcement action including seizure or forfeiture activities, against any person based solely on the person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. These characteristics, however, may form part of reasonable suspicion or probable cause when officers are seeking a suspect with one or more of these attributes. (TBP: 2.01)
2. Investigative detentions, traffic stops, arrests, searches, and property seizures by officers will be based on a standard of reasonable suspicion or probable cause in accordance with the Fourth Amendment of the U.S. Constitution. Officers must be able to articulate specific facts and circumstances that support reasonable suspicion or probable cause for investigative detentions, traffic stops, subject stops, arrests, nonconsensual searches, and property seizures. Except as provided in number 3 below, officers shall not consider race/ethnicity in establishing either reasonable suspicion or probable cause. Similarly, except as provided below, officers shall not consider race/ethnicity in deciding to initiate even those nonconsensual encounters that do not amount to legal detentions or to request consent to search.
3. Officers may take into account the reported race or ethnicity of a specific suspect or suspects based on trustworthy, locally relevant information that links a person or persons of a specific race/ethnicity to a particular unlawful incident(s). Race/ethnicity can never be used as the sole basis for probable cause or reasonable suspicion. Except as provided above, race/ethnicity Reasonable suspicion or probable cause shall form the basis for any enforcement actions or decisions. Individuals shall be subjected to stops, seizures, or detentions only upon reasonable suspicion that they have committed, are committing, or are about to commit an offense. Officers shall document the elements of reasonable suspicion and probable cause in appropriate reports.
4. Officers shall observe all constitutional safeguards and shall respect the constitutional rights of all persons.

- a. As traffic stops furnish a primary source of bias-related complaints, officers shall have a firm understanding of the warrantless searches allowed by law, particularly the use of consent. How the officer disengages from a traffic stop may be crucial to a person's perception of fairness or discrimination.
 - b. Officers shall not use the refusal or lack of cooperation to justify a search of the person or vehicle or a prolonged detention once reasonable suspicion has been dispelled.
2. All personnel shall treat everyone with the same courtesy and respect that they would have others observe to department personnel. To this end, personnel are reminded that the exercise of courtesy and respect engenders a future willingness to cooperate with law enforcement.
 - a. Personnel shall facilitate an individual's access to other governmental services whenever possible, and shall actively provide referrals to other appropriate agencies.
 - b. All personnel shall courteously accept, document, and forward to the Chief of Police any complaints made by an individual against the department. Further, officers shall provide information on the complaint's process and shall give copies of "How to Make a Complaint" when appropriate.
3. When feasible, personnel shall offer explanations of the reasons for enforcement actions or other decisions that bear on the individual's well-being unless the explanation would undermine an investigation or jeopardize an officer's safety.
4. When concluding an encounter, personnel shall thank him or her for cooperating.
5. When feasible, all personnel shall identify themselves by name. When a person requests the information, personnel shall give their departmental identification number, name of the immediate supervisor, or any other reasonable information.
6. All personnel are accountable for their actions. Personnel shall justify their actions when required.

B. Supervisory responsibilities

1. Supervisors shall be held accountable for the observance of constitutional safeguards during the performance of their duties. Supervisors shall identify and correct instances of bias in the work of their subordinates.

2. Supervisors shall use the disciplinary mechanisms of the department to ensure compliance with this order and the constitutional requirements of law enforcement.
3. Supervisors shall be mindful that in accounting for the actions and performance of subordinates, supervisors are key to maintaining community trust in law enforcement. Supervisors shall continually reinforce the ethic of impartial enforcement of the laws, and shall ensure that personnel, by their actions, maintain the community's trust in law enforcement.
4. Supervisors are reminded that biased enforcement of the laws engenders not only mistrust of law enforcement, but increases safety risks to personnel. Lack of control over bias also exposes the department to liability consequences.
5. Supervisors shall be held accountable for repeated instances of biased enforcement of their subordinates.
6. Supervisors shall ensure that all enforcement actions are duly documented per departmental policy. Supervisors shall ensure that all reports show adequate documentation of reasonable suspicion and probable cause, if applicable.
7. Supervisors shall facilitate the filing of any complaints about law-enforcement service.

C. Disciplinary consequences

Actions prohibited by this order shall be cause for disciplinary action, up to and including dismissal.

D. Training (TBP: 2.01)

Officers shall complete all training required by state law regarding bias-based profiling.

V. COMPLAINTS

E. The department shall publish "How to Make a Complaint" folders and make them available at all city facilities and other public locations throughout the city. The department's complaint process and its bias-based profiling policy will be posted on the department's website. Whenever possible, the media will be used to inform the public of the department's policy and complaint process.

F. Complaints alleging incidents of bias-based profiling will be fully investigated as described under Policy 2.4.

G. Complainants will be notified of the results of the investigations when the investigation is completed.

VI. RECORD KEEPING

- H. The department will maintain all required records on traffic stops where a citation is issued or where an arrest is made subsequent to a traffic stop pursuant to state law.
- I. The information collected above will be reported to the city council annually.
- J. The information will also be reported to TCOLE in the required format.



Introduction and Interpretation of Data

In 2001 the Texas government set into law Senate Bill 1074 which related to the prevention of racial profiling by certain peace officers. It further mandated law enforcement agencies in the State of Texas comply with the provisions set forth in Articles 2.132, 2.133 and 2.134 of the Texas Code of Criminal Procedure.

In ensuring the fulfillment of Senate Bill 1074. The Horizon Police Department adopted a policy and implemented procedures to collect the data necessary to show our agency was in compliance with the factors relevant to the prevention of racial profiling. This data is electronically collected through the current ticket system we have in place. The company which serves as the custodian and collects this information ensures that the information is collected and transposed into a template which meets the necessary requirements stipulated by law.

As the graphs below will show, the Horizon City Police Department is in line with the expectations of the state as the percentages of contacts coincides with the breakdown of our population according to the census report. Preliminarily, the below chart illustrates the specific breakdown of contacts by race as compared to census numbers.

Race or Ethnicity	Racial Profiling Report numbers	Racial Profiling Report Percentages	Census Numbers
American Indian	4	.06%	2.0%
Asian/Pacific Islander	8	.12%	.5%
Black	139	2.07%	1.8%
Hispanic/Latino	4770	70.70%	88.7%
White	1778	26.44%	44.3%

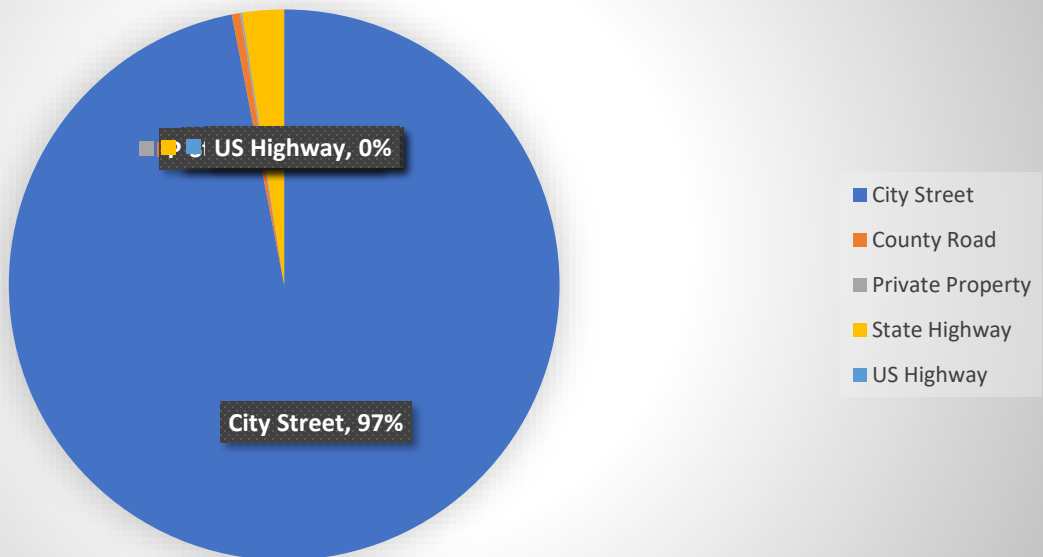
2024 Racial Profiling Report & Analysis

In 2022, our officers did 4,380 traffic contacts. The racial profiling requires we report 13 specific areas of data we must collect and examine. The following charts indicate a comparison between actual traffic stops and the most recent comparable census data.

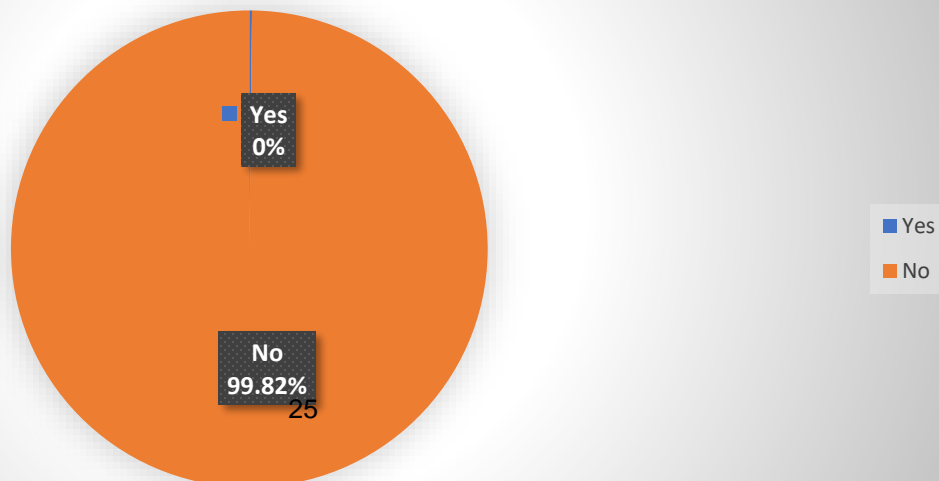
Question 1 – Total Traffic Stops

6,699

2. Location of Stop

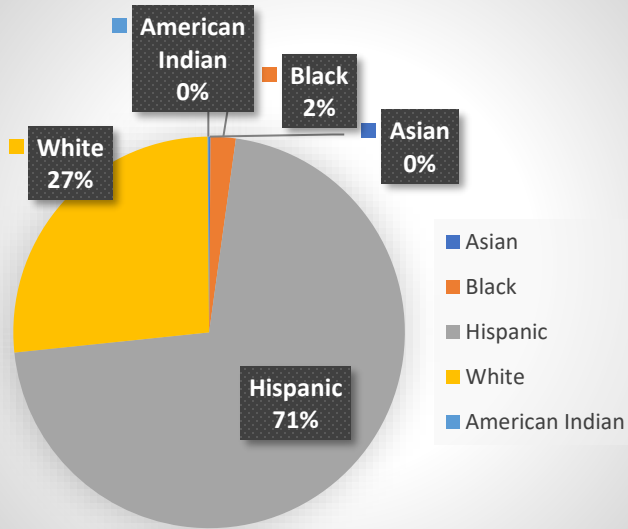


3. Knew Race/Ethnicity Prior to Stop

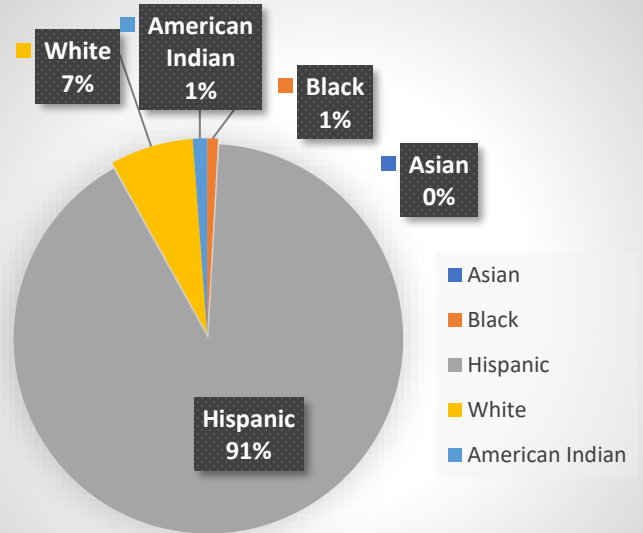


Question 4 – Race or Ethnicity

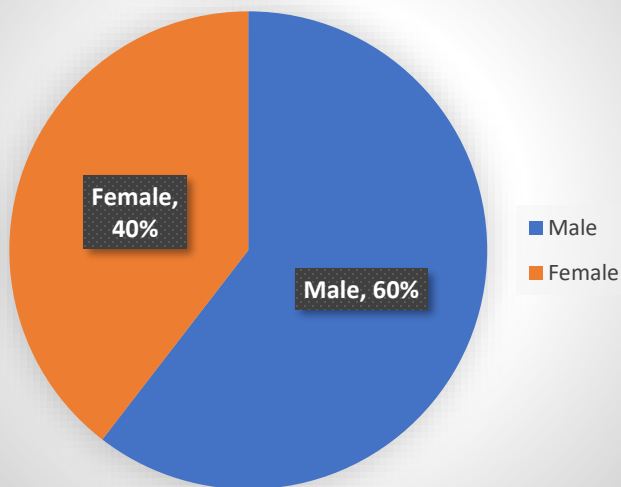
4. Ethnicity by Traffic Stops



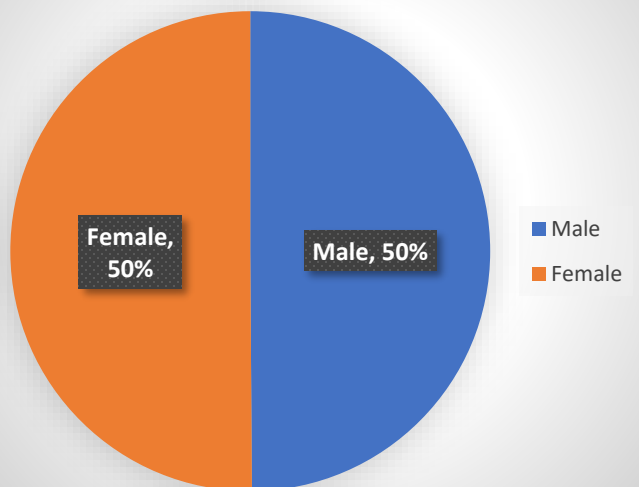
Ethnicity by Census



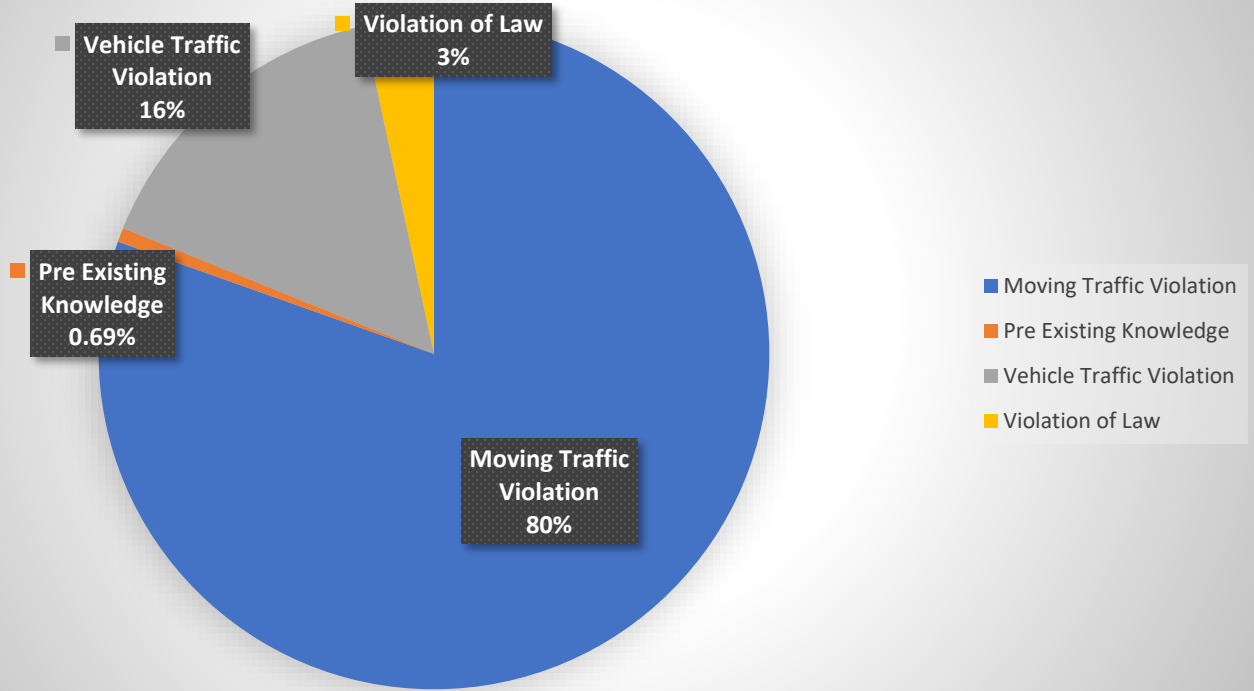
5. Gender by Traffic Stops



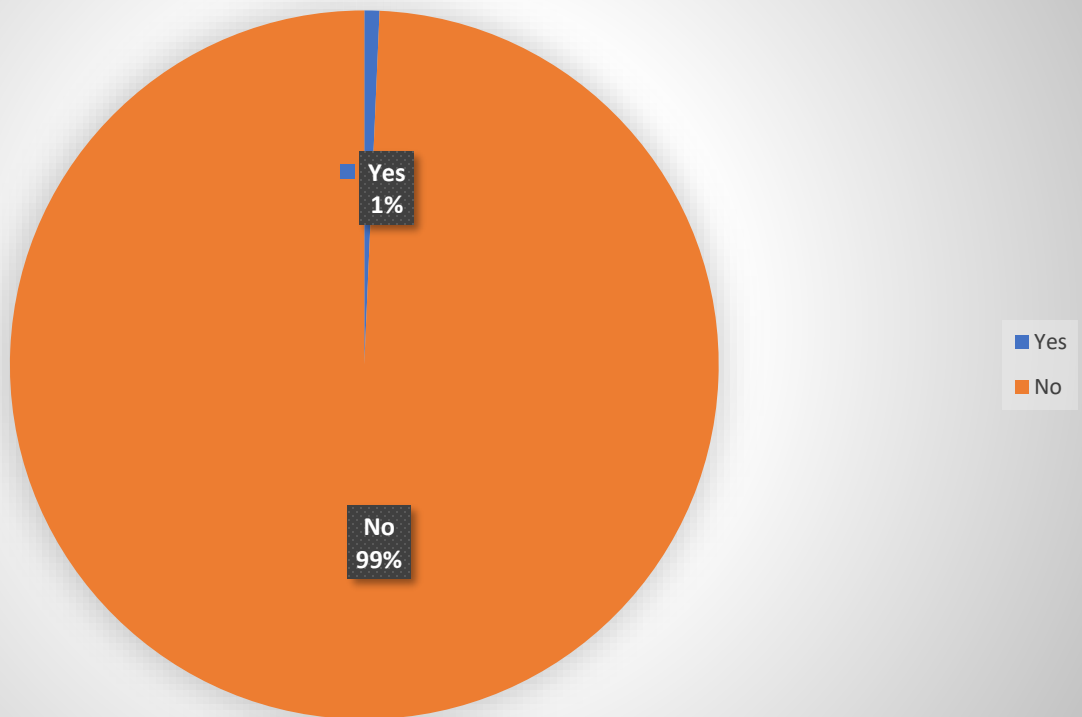
Gender by Census



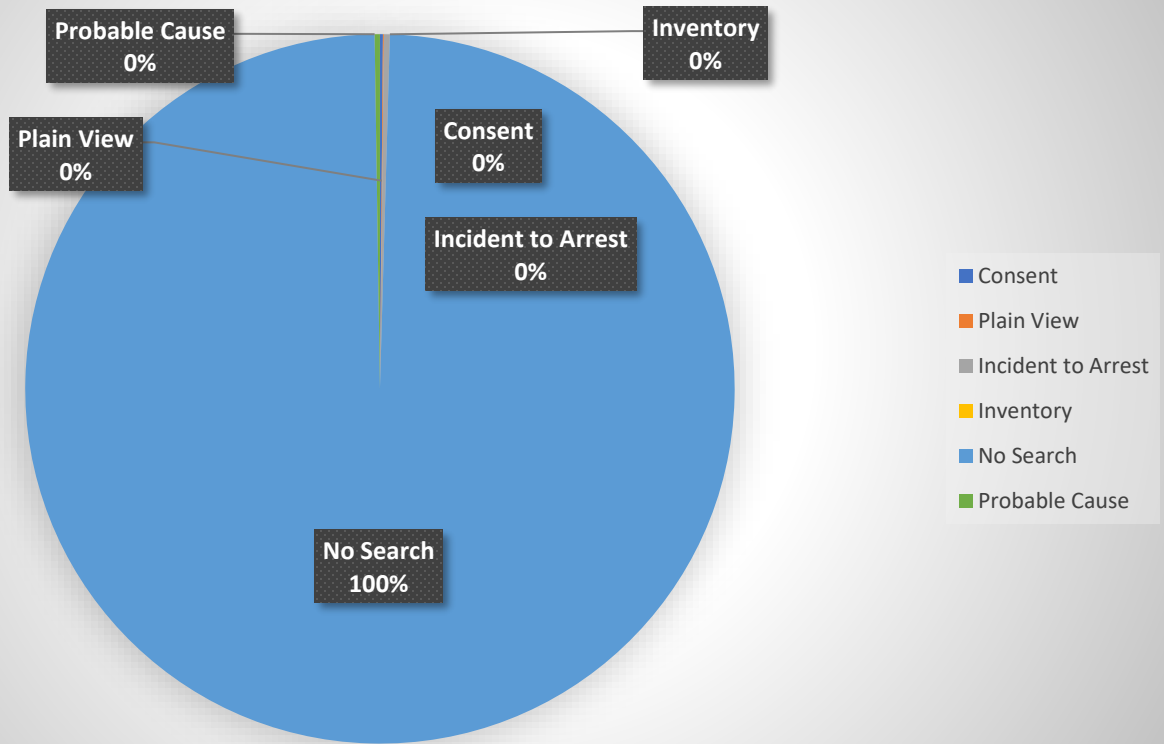
6. Reason for the Stop



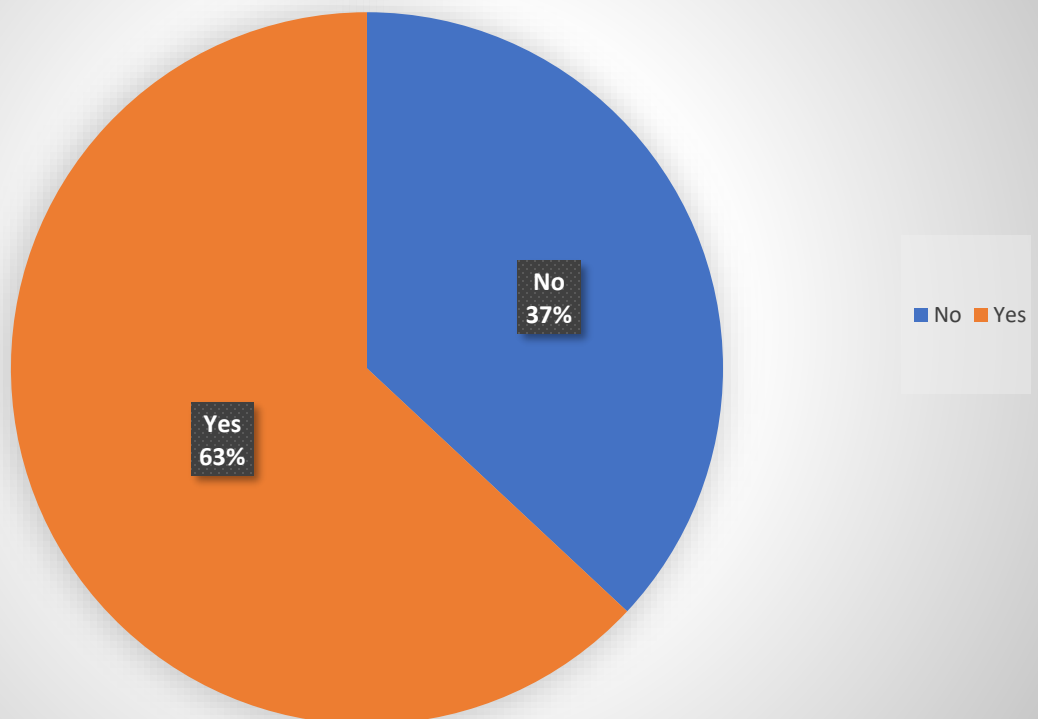
7. Was a Search Conducted?



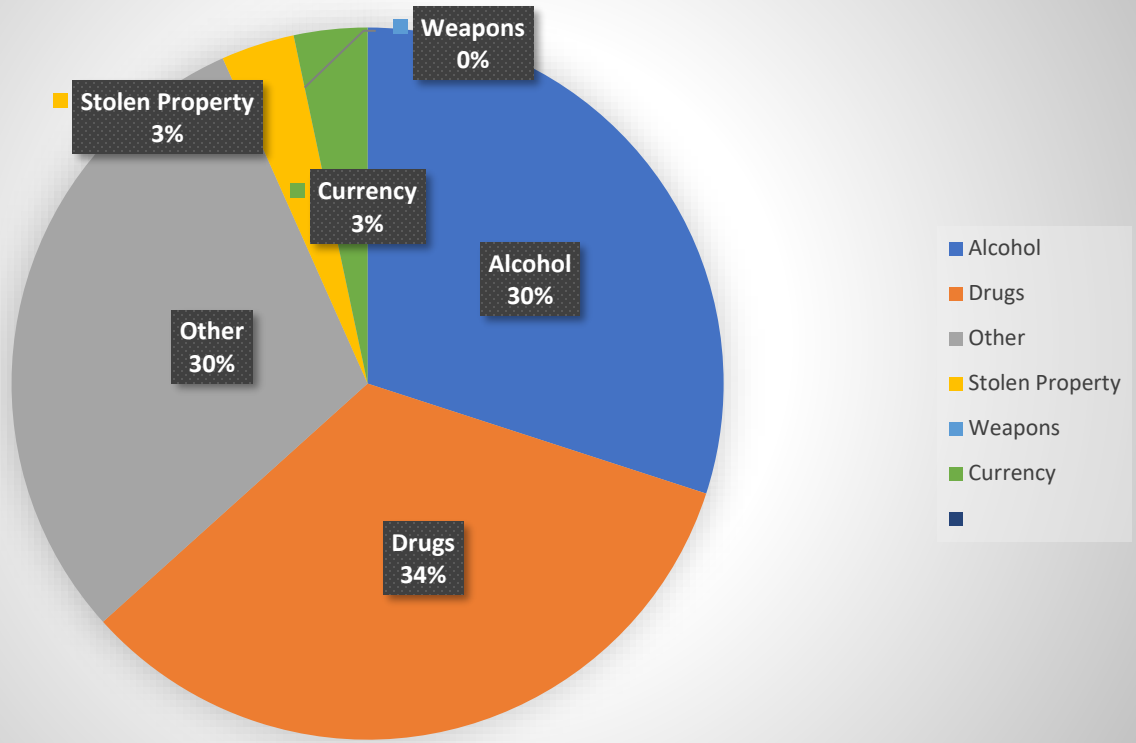
8. Reason for the Search?



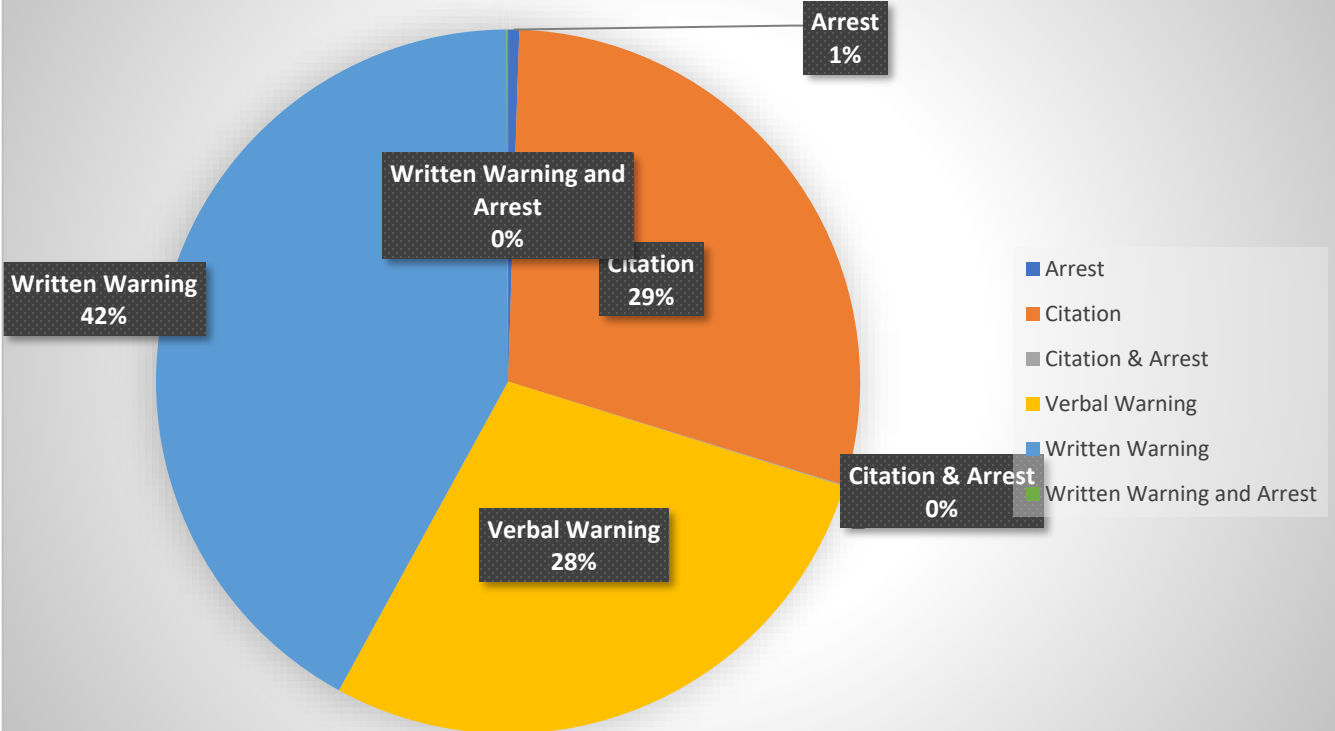
9. Was contraband discovered?



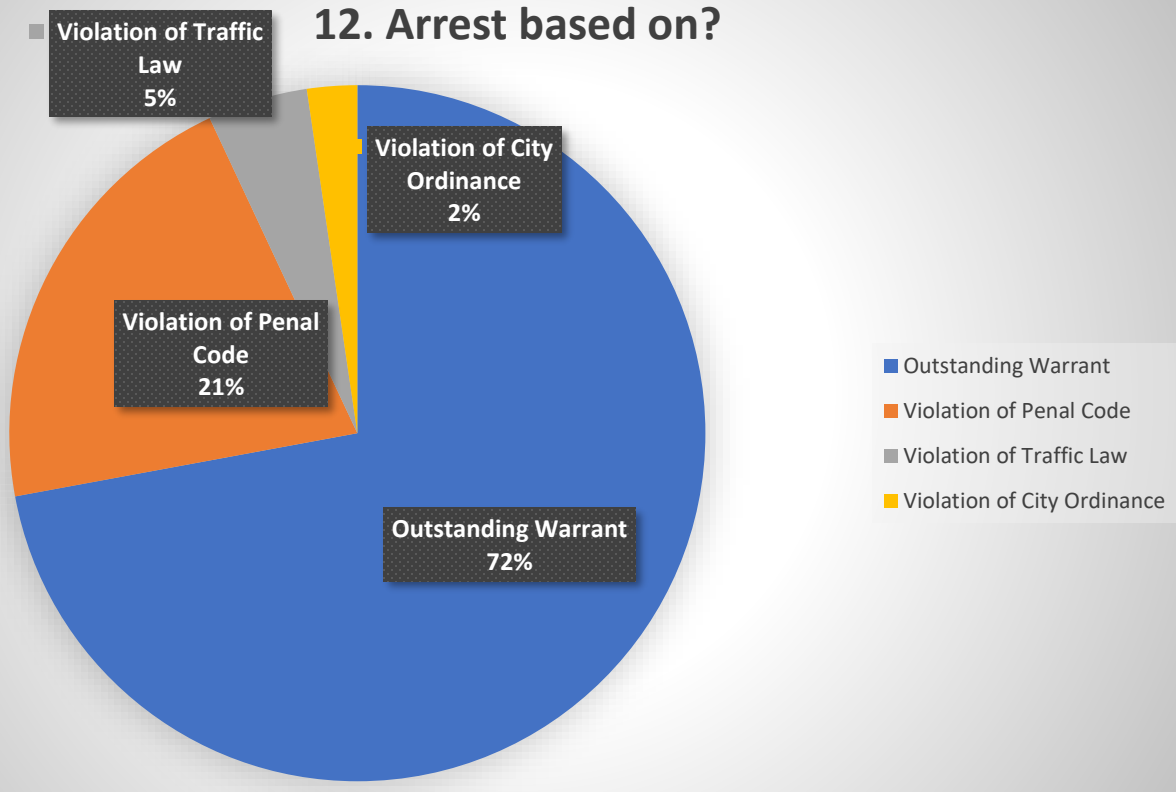
10. Description of contraband?



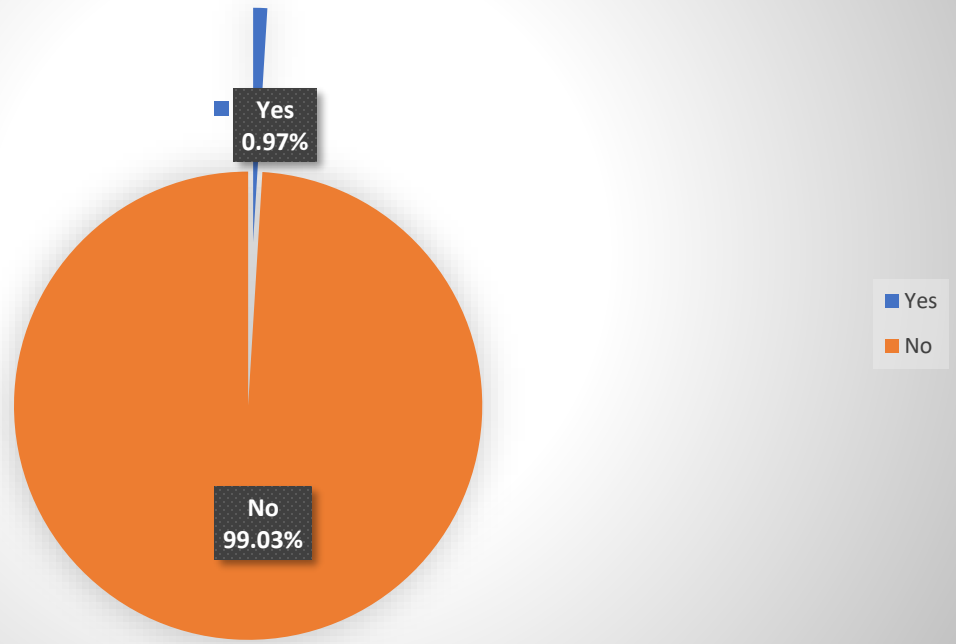
11. Result of the stop?



12. Arrest based on?



13. Was physical force used resulting in bodily injury used during the stop?



Racial Profiling Complaints

The following table contains data regarding officers who have been the subject of a racial profiling complaint during the time period of January 1, 2022, to December 31, 2022, based on allegations related to possible violations of the Texas Racial Profiling Law. The final disposition of the case is also included.

A check above indicates that the Horizon City Police Department has not received any complaints, as outlined in the law, on any members of its police force, for having violated the Texas Racial Profiling Law during the time period of January 1, 2024, to December 31, 2024.

Complaints Filed for Possible Violations of The Texas Racial Profiling Law.

Complaint No.	Alleged Violation	Disposition of the Case

Additional Comments:

SB 1074 Summary Checklist

The following requirements **were** met by the Horizon City Police Department in accordance with Senate Bill 1074:

- Clearly defined act or actions that constitute racial profiling
- Statement indicating prohibition of any peace officer employed by the Horizon City Police Department from engaging in racial profiling
- Implement a process by which an individual may file a complaint regarding racial profiling violations
- Provide public education related to the complaint process
- Implement disciplinary guidelines for officer found in violation of the Texas Racial Profiling Law
- Collect data that includes information on
 - a) Race and ethnicity of individual detained
 - b) Whether a search was conducted
 - c) If there was a search, whether it was a consent search or a probable cause search
 - d) Whether a custody arrest took place
- Indicate total number of officers who knew and did not know, the race/ethnicity of individuals before being detained.
- Produce an annual report on police contacts and present this to local governing body and TCOLE by March 1, 2023.
- Adopt a policy, if video/audio equipment is installed, on standards for reviewing video and audio documentation

Contact Information

For additional questions regarding the information presented in this report, please contact:

Horizon City Police Department
14999 Darrington Road
Horizon City, Texas 79928
(915) 852-1047
Chief of Police
Marco A. Vargas



HORIZONCITY

POLICE DEPARTMENT



ANNUAL REPORT
2024

Horizon City Police Department

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Email: <https://horizoncitypd.com/contact-us-1>

Website: horizoncitypd.com

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MESSAGE FROM THE CHIEF

To the Honorable Mayor Andres Renteria, the City Council, and the residents of Horizon City.

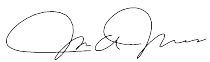
I am pleased to present the 2024 Horizon City Police Department Annual Report. This report highlights our department's mission, goals, staffing, budget, crime statistics, and community engagement efforts aimed at enhancing safety and quality of life in Horizon City.

The Horizon City Police Department is dedicated to serving with integrity, honesty, fairness, courage, and compassion. We focus on preserving life, enforcing the law, and building strong partnerships with the community to improve public safety.

The department consists of 32 officers, 18 communications specialists, and other key personnel serving a population of approximately 24,168 across 8.5 square miles. Our communications division also supports emergency dispatch services for 170,000 residents.

Horizon City Police Department has organized and participated in community events, building stronger connections with residents. Through these efforts, we conducted 112 presentations in 2024, fostering greater awareness and collaboration on crime prevention.

We are proud to serve the citizens of Horizon City and remain committed to enhancing public safety through ongoing training, community involvement, and a strategic approach to crime and traffic safety. We appreciate the support of the Mayor, City Council, and all residents of Horizon City.



Marco Vargas
Chief of Police



Mission statement

The Horizon City Police Department is committed to providing professional services with integrity and dedication. Our mission is to preserve life, uphold the law, and collaborate with the community to enhance the quality of life in Horizon City.

Core Values

Integrity: The foundation of our department is built upon ethical and professional conduct. We are devoted to maintaining the highest moral standards and principles, and all department members will uphold the Law Enforcement Code of Ethics, which is integral to this manual.

Honesty: We are unwavering in our commitment to truthfulness and trustworthiness.

Fairness: We pledge to apply the law equally to both offenders and the public, and to ensure consistent application of rules and regulations within the department.

Courage: We embrace challenges with the courage necessary to fulfill our mission and meet the needs of our community.

Compassion: As community caretakers, we recognize the importance of tempering the law with compassion and empathy, ensuring a balance between enforcement and understanding.

Looking Ahead

As Horizon City experiences explosive growth, the Horizon City Police Department remains committed to providing exceptional service and ensuring the safety and well-being of the community. With the city's population rising from 5,000 in 2000 to over 24,000 today, the department plans to expand its team of officers to keep pace with this growth, enhancing its ability to respond to calls, providing community outreach, and addressing emerging challenges. A groundbreaking ceremony for a new \$10 million police headquarters and municipal court building in August 2023 marked a significant milestone in this effort. Set to open in the fall of 2025, the new facility will house the police department, municipal court, and public works under one roof, reflecting the department's ongoing commitment to enhancing safety and services for the growing population. By investing in both personnel and infrastructure, the police department is prepared to foster strong community relationships and continue its mission of proactive, efficient, and compassionate law enforcement as Horizon City thrives.

POLICE DEPARTMENT OVERVIEW

Overview

The Horizon City Police Department, established by state law and local ordinance, is responsible for maintaining law and order within the city. Led by the Chief of Police, appointed by the Mayor, the department includes 32 officers, 18 communication specialists, and non-sworn staff, as determined by the city manager and council. The department covers approximately 8.5 square miles, providing public safety services to about 24,168 residents. Additionally, the communications division handles emergency phone and dispatch services for the Police Department, as well as for Fire and Emergency Services across Emergency Management Districts #1 and #2, serving around 170,000 residents.

Organizational Structure

Chief of Police: The Chief serves as the head of the department and has full control over operations, with the responsibility to direct and lead through orders, policies, and personal leadership.

Chain of Command: Below the Chief, the department includes the Assistant Chief, Lieutenants, Sergeants, Corporals, and Police Officers. In the absence of higher-ranking officers, authority cascades down through the chain, ensuring continuous command and leadership.

Departments and Units: The department is divided into specialized units including communications, patrol, criminal investigations, and community relations, each with designated officers and responsibilities.

Responsibilities, Duties, and Structure

Chief of Police: The highest-ranking officer in the department, responsible for overseeing all operations and ensuring policies are followed.

Assistant Chief: Manages specialized divisions such as patrol, criminal investigations, and administration.

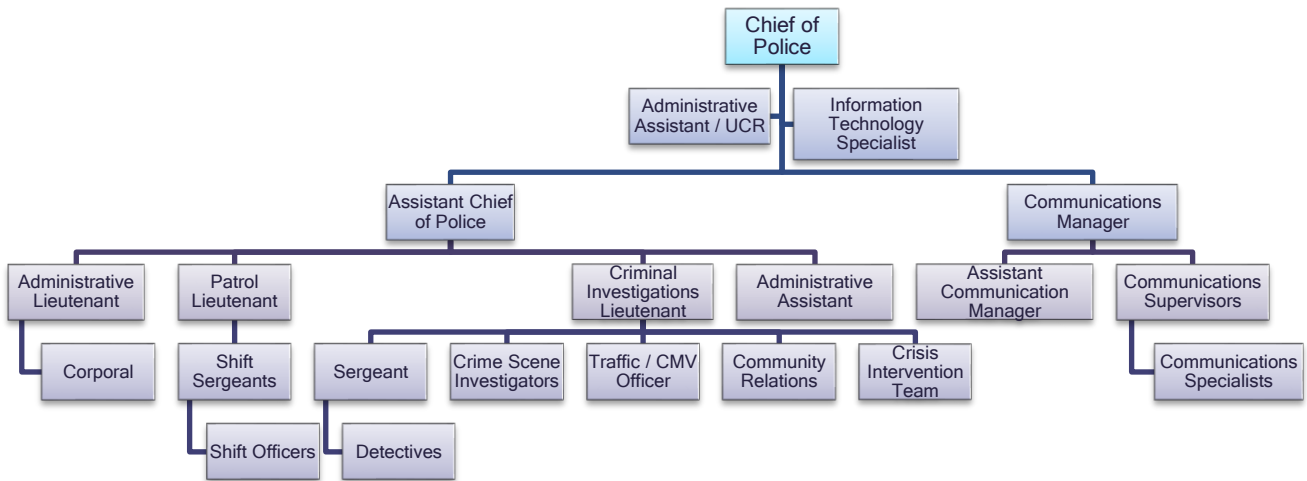
Lieutenants: Oversee specific divisions (patrol, criminal investigations, communications) and manage personnel within those areas.

Sergeants: Supervise patrol officers, assign shifts, and ensure day-to-day operations run smoothly.

Corporals / Officers: Carry out patrol duties, enforce laws, investigate crimes, and engage with the community.

HCPD Staffing Table

Law Enforcement Positions	Allotted	Current	Vacancy
Chief of Police	1	1	0
Assistant Chief	1	0	1
Lieutenants	2	2	0
Sergeants	5	3	2
Corporals	2	2	0
Detectives	4	4	0
Officers	17	15	2
Crime Scene Technician	2	2	0
Civilians	2	2	0



CRIME REPORT

The Horizon City Police Department has set a goal to reduce Part 1 UCR Crimes by 10 percent. As of this year, we are pleased to report a reduction in Part 1 crimes. The decline has primarily been observed in property crimes, with an overall decrease of 4.5% compared to the previous year. In the same month last year, we recorded a decrease of 103.03%. Below, you will find a chart detailing the specific crime numbers for further insight.

Part 1 Crimes, 2024

Part 1 2024	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Murder	0	0	0	0	0	0	0	0	0	0	0	0	0
Sexual Assault	5	0	0	0	0	0	0	0	1	1	0	0	7
Robbery	0	0	0	0	0	0	1	0	0	0	0	0	1
Agg. Assault	0	3	2	0	0	2	0	2	3	1	0	0	13
Burglary	0	0	2	0	1	0	12	1	1	1	0	0	18
Larceny	8	4	8	10	3	2	3	4	6	13	5	8	74
Simple Assault	12	7	13	8	6	8	8	8	8	11	6	9	104
Vehicle Theft	0	0	4	0	2	0	5	2	2	0	0	4	19
Total	25	14	29	18	12	12	29	17	21	27	11	21	236

Part 1 crimes 2020 to 2024

Part 1 Crimes	2020	2021	2022	2023	2024	Total
Murder	0	0	0	0	0	0
Sexual Assault	12	15	4	3	7	41
Robbery	1	3	2	1	1	8
Agg. Assault	16	17	22	14	13	82
Burglary	16	14	19	15	18	82
Larceny	82	71	84	88	74	399
Simple Assault	107	85	85	90	104	471
Vehicle Theft	4	14	33	36	19	106
Total	241	219	271	247	236	1,214

ADMINISTRATIVE

Budget

	Original Budget	Used Budget	Percentage Remaining
PD	\$ 2,278,599.00	\$ 2,265,279.90	0.61 %
Communications	\$ 871,341.00	\$ 818,914.86	6.50 %

Leave

Pay Codes	Police Department	Communications
OT	3,936.35	2,257.5
Comp	1,593.13	194.55
PTO	7,935.38	2,102.43
LWO	230.98	109.38
Military	104	1,200
Training	7,159	1,246.25
Funeral	96	72
Personal	192	96
Holiday	1,206	111
Injury	0	0
Suspension	0	0

Overtime

	Amount Appropriated FY 2023-2024	Amount Expended 2024	Balance	Percentage Remaining 2024
PD	\$ 68,712.00	\$ 120,850.70	\$ - 52,138.70	-75.88 %
Communications	\$ 44,999.00	\$ 60,293.59	\$ -15,294.59	-33.99 %

Citizen Complaints

	2023	2024	%Change
Informal	1	0	-100%
Formal	1	2	+100%
Total	2	2	N/C

internal Complaints

	Sustained	Not Sustained	Total
2023	12	4	17
2024	38	5	43
Total	50	9	+152.94% Increase

Grants

Stone Garden	Border Star	Ballistic Shields	LEOSE	Total
\$ 59,000.00	\$ 95,000.00	\$100,333.42	\$2,500.76	\$ 256,834.18

Training Hours:

	2023	2024	%Change
Police	3,756	7,159	+62.38%
Communications	1,164	1,674	+44.5%
Total	4,920	8,833	+79.53%

COMMUNICATIONS SECTION


Overview

The Communications Division is a vital component of public safety, managing emergency and non-emergency calls for the Horizon City Police Department (HCPD) and Emergency Services Districts (ESD) #1 and #2. Led by Communications Manager Elva Ramos, the division includes 1 Communications Assistant, 3 Shift Supervisors, and 13 Communications Specialists who ensure efficient response times and operational effectiveness.

The Communications Section exceeded response time targets across all priority levels in 2024, demonstrating efficiency in emergency dispatching. The division processed a total of 50,217 calls for service, a 6% increase from the previous year, with:

- 32,574 calls handled by HCPD (a 7.33% increase)
- 6,439 calls for ESD #1 (a 34.42% increase)
- 11,204 calls for ESD #2 (an 8.96% decrease)

RESPONSE TIMES FOR 2024	Average Call to Arrival	Average Dispatch to Arrival	Actual	Target
Priority 1-3 Pending to Arrival less than or equal to 10 Minutes	00:05:54	00:03:24	100%	90%
Priority 4-6 Pending to Arrival less than or equal to 14 Minutes:	00:12:09	00:06:13	99.25%	80%
Priority 7-9 Pending to Arrival less than or equal to 20 Minutes:	00:17:04	00:07:43	86.4%	70%

	Dispatched	Self-Initiated	Mobile Data	Total
Horizon Police	17,949	10,847	3,778	32,574



	Alarm	Assistance	Brush Fire	Car Fire	Water / Gas Leaks	Medical	MVA	Structure Fires	Inspections	TOTAL
Horizon Fire ESD 1	429	355	131	35	233	3,228	593	48	1,439	6,439



	Alarm	Assistance	Brush Fire	Car Fire	Water/Gas Leaks	Medical	MVA	Structure Fire	Inspections	Total
Clint	23	51	44	19	23	587	110	15	42	914
Fabens	62	57	71	13	29	1,016	111	13	50	1,422
Montana Vista	57	77	89	10	37	1,050	170	22	150	1,662
San Elizario	36	90	61	7	29	1,205	99	18	51	1,596
Socorro	112	178	87	29	82	2,251	448	31	248	3,466
West Valley	117	123	82	11	67	1,383	202	29	130	2,144
Total	407	576	434	89	267	7,492	1,140	128	671	11,204



Employee Recognition & Promotions

During National Public Safety Telecommunicators Week (April 14-20th), the Communications Section was honored with a Proclamation from the Town of Horizon City recognizing the dedication of its telecommunicators. Special recognition was given to Julie Nava, Ericka Gonzalez, and Mirna Sierra for their exceptional work ethic, teamwork, and professionalism. Additionally, Irlanda Huerta was promoted to Communications Assistant Manager, strengthening leadership within the division.

Training & Certifications

The division prioritized training and certification to enhance professional development:

- All communications specialists completed the 24-hour TCIC/TLETS Full Access Operator Training Course.
- Newly hired specialists successfully completed the 80-hour Basic Telecommunicator Course and state exam.
- CPR certification was obtained as a prerequisite for Emergency Medical and Fire Dispatch training.
- Shift Supervisor Anthony Dominguez and Assistant Manager Irlanda Huerta completed Terminal Agency Coordinator (TAC) training, ensuring compliance with FBI Criminal Justice Information Services (CJIS) security policies.
- Supervisors Stephanie Cortes and Anthony Dominguez attended the DPS Basic Instructor Course, equipping them with instructional skills for training personnel.

Professional Development & Leadership Training

The Communications Section actively engaged in leadership and specialized training to enhance skills and preparedness:

- "Saving Lives on Both Sides of the Call" and "Morale Driven Leadership" training at the El Paso 911 District, focusing on mental health, communication, and teamwork.
- Medical Preparedness & Response for Bombing Incidents course, analyzing real-world case studies and tactical response strategies.
- De-escalation techniques course, required for compliance with the Texas Police Chief Association's Best Practices Accreditation Program.
- Texas Law Enforcement Peer Network (TLEPN) training for peer support, preparing personnel to assist colleagues with job-related stress and trauma.
- NENA Leadership in the 9-1-1 Center course, focusing on management, motivation, and mediation within emergency communications.

Conferences & Community Outreach

- Texas Public Safety Conference (Denton, TX): Communications leadership explored new technologies and strategies to enhance emergency response.
- Vision Summit Conference (Las Vegas, NV): Focused on safety, security, and crisis response improvements.
- Trails to Success JobCon (San Elizario High School): Promoted career opportunities in emergency communications and law enforcement to local students.

State Homeland Security Grant Program

The Horizon City Police Department was awarded five MCC7500E radio consolettes through a state grant for the fiscal year 2023. On January 17th and 18th, the Communications Division successfully transitioned to the new MCC7500E consolettes. These upgraded devices offer a range of enhanced features, including customizable screens tailored to the department's specific needs, an integrated playback recorder accessible directly from the monitor, and improved alert capabilities—features not available on the previous consolettes.

Additionally, the Rio Grande Council of Governments was approved to serve as the fiscal agent for the submission of the fiscal year 2025 State Homeland Security Grant Program, specifically for the regional interoperable communications application, on behalf of the entire region. As part of this grant, the



Horizon City Police Department has received funding to purchase 12 APX6500 mobile radios, with installation set to begin in early 2025.

Criminal Justice Information Service (CJIS) Audit

The Texas Department of Public Safety (DPS), serving as the Criminal Justice Information Services (CJIS) Systems Agency for the state, is tasked with conducting audits of local agencies to ensure they are compliance with the technical requirements outlined by the FBI CJIS Division's policies and regulations. On December 3, 2024, the Horizon City Police Department underwent such an audit.



The Fourth of July is the busiest holiday of the year for the Communications Division due to the increase in fire-related incidents and the high volume of calls reporting fireworks.



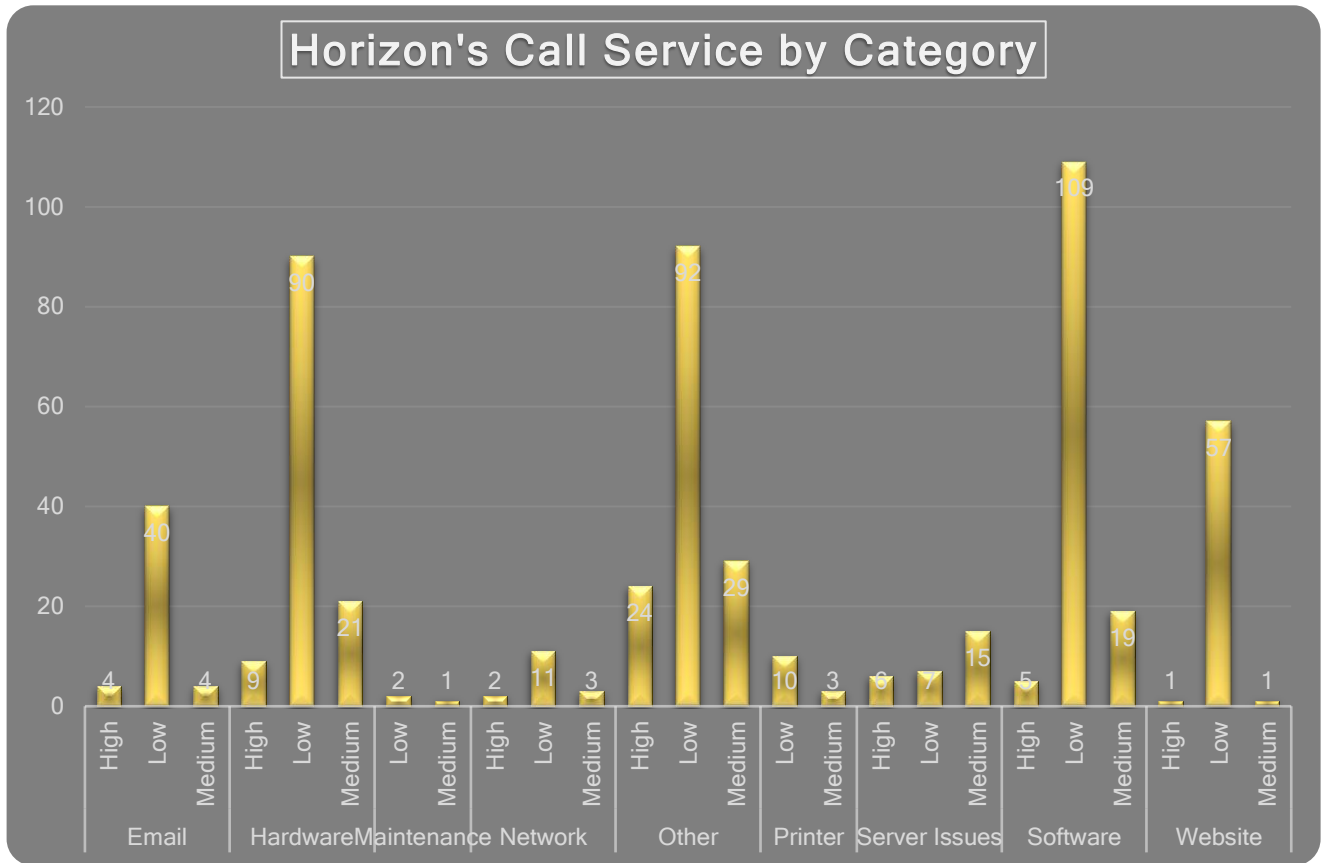
In response to this surge, staffing adjustments are made to ensure effective operations. From 19:00 to 01:00, three Communications Specialists are assigned exclusively to answer calls at the El Paso Regional Communications Center, located at 6055 Threadgill. Additionally, five Communications Specialists are scheduled to work at the Horizon City Police Department to handle dispatch for county fire and police services. During these hours, crisis radio procedures are implemented to

manage the elevated call volume. A total of 65 county fire calls and 89 police calls were received.

Conclusion

The Communications Division continues to uphold the highest standards of excellence in emergency response, training, and public service. Their dedication and commitment ensure the safety and well-being of Horizon City residents. We extend our gratitude to these unseen heroes for their invaluable contributions to public safety.

IT Department



PATROL DIVISION

Overview

Under the command of Lieutenant John C. Rodriguez, the Patrol Division operates 24/7 with rotating shifts. Using a data-driven approach to traffic and crime safety, our department focuses on hotspots for accidents and criminal incidents. Notable areas for safety improvement include Horizon Blvd./N. Darrington Rd. (54 accidents) and Eastlake Blvd./N. Darrington Rd. (13 accidents). Traffic fatalities increased by 25% from 3 to 4 accidents, while the overall number of accident reports decreased by 6.64%.

Data-Driven Approach to Traffic and Crime Safety

The department utilizes a Data-Driven Approach to Traffic and Crime Safety (DDACTS) to target high-crash and high-crime areas. The most frequent accident locations in 2024 include:

- Horizon Blvd. & N. Darrington Rd. – 54 crashes
- Horizon Blvd. & N. Kenazo Ave. – 15 crashes
- Eastlake Blvd. & N. Darrington Rd. – 13 crashes

Location	Crashes
Horizon Blvd./N. Darrington Rd.	54
Eastlake Blvd./N. Darrington Rd.	13
Horizon Blvd./N. Kenazo Ave.	15
Eastlake Blvd./ Horizon Mesa	9
S. Darrington Rd./Pawling St.	10
Horizon Blvd./Rifton St.	6
S. Darrington Rd./S. Kenazo Ave.	12

Traffic & Accident Trends

- Traffic fatalities remained constant at four deaths in 2023 and 2024.
- Total accident reports decreased by 6.64%, from 436 in 2023 to 408 in 2024.



Traffic Fatalities	2023	2024	%Change
Accidents	3	4	+25%
Deaths	4	4	0%

49

Traffic Enforcement

Patrol officers conducted extensive traffic enforcement across all shifts, with supervisors leading in traffic contacts:

2024	01	02	03	04	05	06	07	08	09	10	11	12	YTD
Sgt. G. Rosas	85	109	59	104	149	169	98	77	149	155	75	48	1,277
Sgt. A. Diaz	99	93	56	106	90	79	82	90	87	133	153	57	1,125
Sgt. H. Sierra	112	193	173	170	241	221	101	176	128	87	89	20	1,711
Cpl. B. Avitia	37	31	32	55	95	41	59	27	70	94	89	56	686

Arrests & Crime Reports

- Misdemeanor arrests dropped by 62.11% from 249 in 2023 to 131 in 2024.
- Felony arrests declined by 53.66%, from 78 in 2023 to 45 in 2024.
- Overall criminal reports fell by 34.34%, from 1,167 in 2023 to 825 in 2024.



These figures reflect the division's strategic focus on high-risk areas, proactive policing efforts, and crime prevention initiatives that have contributed to reduced crime and accident reports in the community.

ARREST SUMMARY	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
2024 Felony Arrests	6	6	3	3	8	3	0	1	4	4	6	1	45
2024 Misdemeanor Arrests	16	14	12	25	4	3	4	9	15	20	6	3	131

Arrests	2023	2024	% Change
Misdemeanor	249	131	-62.11%
Felony	78	45	-53.66%
Total	327	176	-60.06%

# of Criminal Reports	2023	2024	%Change
	1167	825	-34.34%

CRIMINAL INVESTIGATIONS DIVISION

Overview

The Criminal Investigations Division (CID), led by Lieutenant Kaycee Valdez, is responsible for handling a wide range of criminal cases, utilizing specialized investigative techniques to resolve incidents involving theft, fraud, assault, burglary, and more. In 2024, the division was assigned 423 cases, closing or clearing 141 of them. The division successfully managed a variety of criminal investigations, including motor vehicle theft, fraud, assault, and burglary.

The Forensics Section, under Crime Scene and Evidence Lead Bernadette Ortega, processed hundreds of items of evidence, providing crucial leads that supported ongoing investigations and contributed to the division's success.

Detective's Name	# of cases assigned	Cases Active	Cases Cleared
Kaycee Valdez	182	2	182
Abel Labrado	89	0	89
Gilbert Rodriguez	55	2	53
Jaime Crespo	5	0	5
Bruce Campbell	29	1	28
Victoria Hernandez	15	12	3
Eric Delgadillo	22	1	21
Nicholas Ortega	5	0	5
TOTAL	402	18	386

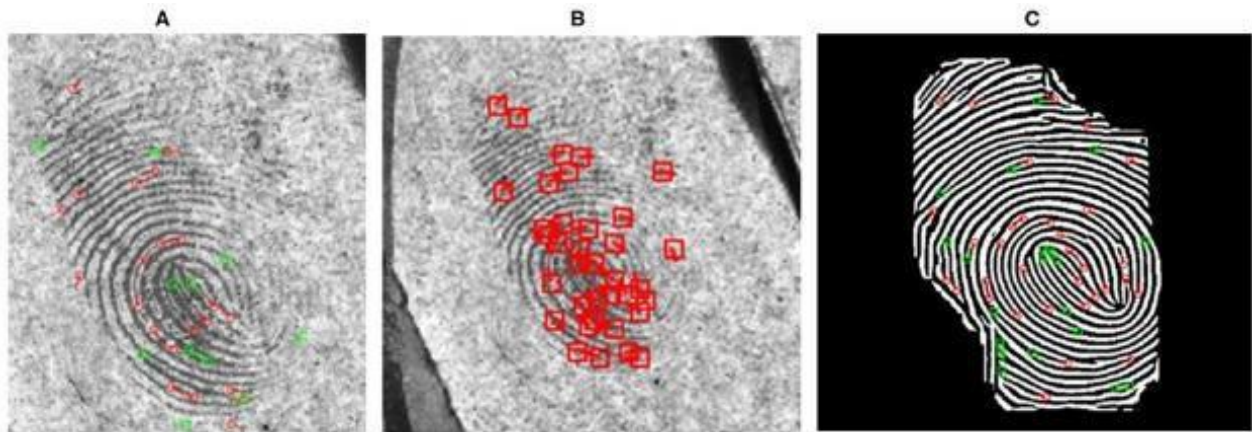
- 423 Cases were assigned to investigators throughout the year*
- 141 Cases were closed, cleared, and prosecuted.
- 86 cases were resolved and submitted to the DA's Office for prosecution.
- 153 Cases approved by CID Supervisor generated by CID/Traffic/Warrants/Lt's.
- 29 Cases assigned to CID Detectives/Traffic.
- 4 Major cases were Closed/Cleared Special Traffic Investigations.
- 149 Cases were Inactivated due to lack of leads or prosecutorial evidence.
- 11 Cases that were Unfounded.
- 2 Cases were declined or routed to first chance program by DA's Office in lieu of prosecution.

**Number of cases referred to CID include non-criminal and cold cases for review from years past.*

Forensics Section

Bernadette Ortega is our new Crime Scene and Evidence Lead. Officer Abraham Diaz was also assigned to Crime Scene and Evidence.

- Conducted Six Month Inspection of the evidence room required by the Texas Best Practices Accreditation Standards.
- Conducted inventory of the evidence room required by the Texas Best Practices Accreditation Standards.
- 153.25 hours of training given
- 90.75 hours of in-service training
- 480 hours spent processing physical evidence
- 73.25 hours spent managing evidence
- 232 hours spent processing open records requests
- 74 walk ins for fingerprint services
- 111.65 hours responding to active crime scenes
- 40 items examined returned with prosecutable leads
- 99 items were submitted to the TX DPS Crime Lab
- 80 items were returned by TX DPS Crime Lab



Commercial Vehicle Enforcement & Motorcycle Unit Traffic Enforcement

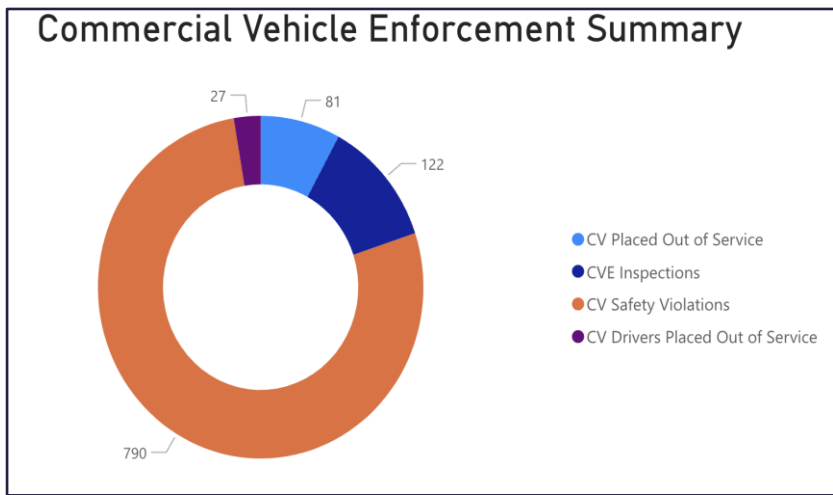
In Horizon City, traffic enforcement goes beyond issuing tickets—it's about ensuring public safety and preventing our roads from becoming hazardous.

Surrounded by unincorporated areas of El Paso County, which lack proper regulation, our city sees a constant flow of tractor-trailers, dump trucks, and heavy transport vehicles passing through.



Many of these vehicles are overloaded, poorly maintained, or outright unsafe. When something goes wrong, whether it's a brake failure or an unsecured load—the consequences can be catastrophic.

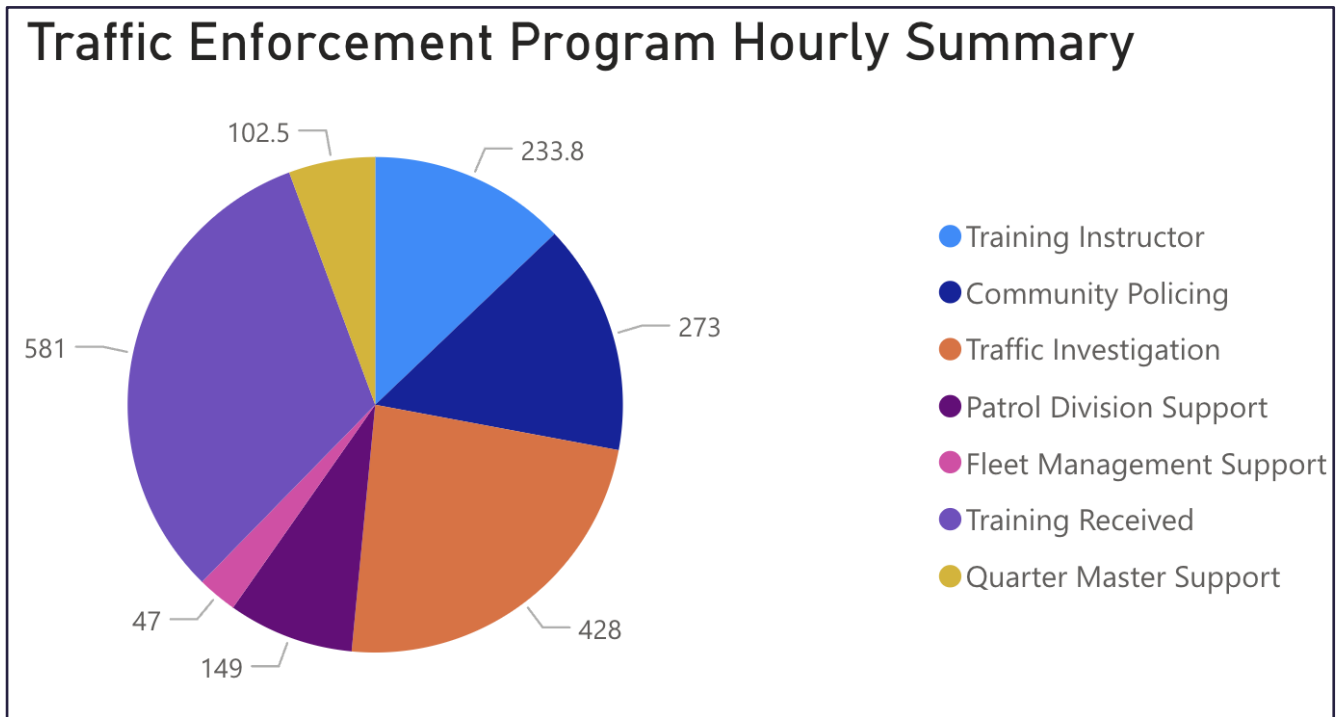
This is where our Commercial Vehicle Enforcement (CVE) team comes in. They work tirelessly to inspect, regulate, and halt dangerous vehicles before they can cause harm, ensuring our roads remain safe for everyone.



Equally important is our Motorcycle Unit Traffic Enforcement. These officers are highly visible, fast-moving, and always vigilant, actively seeking out reckless drivers. Whether it's stopping speeders, enforcing traffic laws, or quickly responding to road hazards, their efforts prevent accidents before they happen, ensuring our streets remain safer for

everyone.

Our traffic unit does far more than just enforcement. The same officers who patrol our streets to keep them safe also serve as training instructors, engage in community policing, and investigate fatal traffic collisions. They play a key role in fleet management, ensuring our vehicles are always in top condition, and even assist the quartermaster to guarantee the department has the necessary equipment to function effectively.



Warrants, Bailiff and Vehicle Maintenance

Officer Abraham Diaz serves as the Court Bailiff, Warrants Officer, and the department's fleet manager. In these roles, he is responsible for overseeing the municipal court as bailiff, executing traffic and criminal warrants, and managing fleet maintenance.

Key Statistics:

- Court Summons Served: 80
- Warrants Executed: 120
- CPS Cases Reviewed: 220
- Case Preparation for City Prosecutor: 44
- HCMC Court Hearings Attended: 48

2023 DEPARTMENT GOALS AND ACHIEVEMENTS

1. Decrease UCR Part I Crimes by 10%
 - Achievement: 100%
 - Results: Violent crimes decreased by 44%, and property crimes dropped by 35%.
2. Increase Public Awareness Through Transparency and Collaboration
 - Achievement: 100%
 - Efforts: Achieved this goal by reactivating our social media presence and hosting over 81 community events, fostering stronger connections with the public.
3. Enhance Staff Professional Development by Increasing Training Hours by 25%
 - Achievement: 100%
 - Training Hours: Over 9,000 total training hours were completed, a significant increase from 6,156 hours the previous year.
4. Achieve Texas Police Chief Association Yearly Accreditation
 - Achievement: 100%
 - Accreditation: Successfully earned the Texas Police Chief Association Accreditation for the 2022/2023 year.
5. Increase Collaborative Efforts with Other Law Enforcement Agencies
 - Achievement: 75%
 - Collaboration Efforts: Progress has been made in establishing stronger working relationships with the Texas Department of Public Safety and the El Paso Police Department.

Key Achievements and Initiatives

1. Established an Internship Program
 - Focused on the forensics field to provide hands-on experience and professional development opportunities for aspiring forensic specialists
2. Hosted 199 Community and Collaboration Events
 - Fostered stronger relationships with the community and key partners through numerous outreach and engagement initiatives.
3. Cross Deposition of 11 Officers
 - Officers were cross deputized through the 34th District Attorney's Office, enhancing collaboration with regional legal authorities.

4. Achieved Self-Sufficiency in Traffic Fatality Investigations
 - The department developed the expertise and resources to independently handle traffic fatality investigations without external assistance.
5. Established a Data Analysis Program
 - Implemented a comprehensive data analysis program to support decision-making and improve operational efficiency.
6. Expanded Operational Plans
 - Introduced initiatives such as warrant roundups and vehicle checkpoints to enhance law enforcement presence and public safety.
7. Enhanced National Night Out Program
 - Upgraded the National Night Out event has improved strengthening community engagement and crime prevention efforts.
8. Certified 4 Officers for Critical Incident Training
 - Provided specialized training to enhance the department's preparedness for critical incidents and high-stress situations.
9. Middle Management Attended the FBI National Academy
 - Key leadership underwent training at the prestigious FBI National Academy, furthering their professional development.
10. Promoted a Communications Specialist
 - A communications specialist was promoted to Communications Assistant Manager, recognizing their contributions and enhancing leadership within the division.
11. Completed a CJIS Technical Security Audit
 - Successfully passed the Criminal Justice Information Service (CJIS) technical security audit, ensuring the department's compliance and data protection standards.
12. Enhanced Professional Development through Training
 - Significant progress in the professional growth of police services personnel through a variety of specialized training opportunities.
13. Implemented Visual Data Dashboards
 - Introduced the use of visual data dashboards, enabling real-time access to statistical data for more informed decision-making.
14. Expanded Coffee with a Cop Program
 - Broadened the Coffee with a Cop initiative to include "Dinner with a Cop" and "Coffee with a Partner," creating additional opportunities for community engagement.

2024 DEPARTMENT GOALS AND ACHIEVEMENTS

Patrol Operations

- **Decrease in Crime Rates:** Ongoing efforts to reduce overall crime in the community through proactive patrol and enforcement strategies.
- **Decrease in Traffic Accidents and Fatalities:** Continued focus on traffic safety initiatives and awareness campaigns to lower accidents and fatalities.
- **Grant Renewals:** Successfully renewed several key grants:
 - Stonegarden Grant
 - Borderstar Grant
 - CarSeat Grant
 - STEP TXDOT Grant
- **Acquired CIT Award Grant:** Secured funding to add two full-time officers and clinicians, enhancing the department's response to mental health crises.
- **Progress Toward CIT Certification:** Ongoing efforts to ensure all officers and telecommunicators are Crisis Intervention Team (CIT) certified.
- **100% Certification of Intoxylizer Operators:** Ensured that all department personnel handling Intoxylizer devices are fully certified.
- **Special Traffic Investigators Certification:** Continuing to obtain certifications for investigators specializing in accident reconstruction to enhance expertise in complex traffic cases.

Criminal Investigations

- **Improve Clearance Rates:** Focus on improving the division's clearance rates through efficient case management and enhanced investigative methods.
- **Proactive Enforcement:** Engage investigators in proactive enforcement actions to prevent and reduce crime.
- **Improve Evidence Management Pipeline:** Strengthen the evidence management process to ensure proper handling and storage of critical materials.

- Participation in Investigative Task Forces: Increased involvement in collaborative task forces to tackle complex criminal activities.
- Increase Seizures: Work to increase the number of seizures, particularly in drug-related cases, through intelligence-driven operations.
- Maintain/Increase Arrest Rates: Continuously work to maintain and improve arrest rates, particularly for serious crimes.
- Source Forensic Grants: Actively seek forensic-related grants to support the division's work in evidence processing and crime scene analysis.
- Expansion of the Forensics Section: Expand and enhance the capabilities of the Forensics Section to improve crime scene processing and evidence analysis.

Communications

- Staffing Optimization: Ongoing efforts to optimize staffing levels to ensure adequate coverage and reduce response times.
- Wage Growth and Retention: Focus on increasing wages and retention strategies to maintain a skilled and motivated communications team.
- Encryption Capabilities: Strengthen encryption capabilities to safeguard communications and protect sensitive information.
- Radio Interoperability: Enhance radio interoperability with key agencies including EPCSO, TX DPS, and Socorro PD for seamless communication across jurisdictions.
- PROQA Software Implementation: Implement PROQA software for Medical, Fire, and Police departments to streamline and improve emergency response protocols.
- Enhanced Communications Coverage: Add a third Motorola Receiver Voting Site to expand and strengthen communications coverage across the region.
- Upgrade Mobile Radios: Upgrade unit mobile radios to the APX6500 model to improve security and functionality.
- Continued Leadership and Growth: Foster continuous growth and leadership within the Communications Division by providing relevant training, workshops, and development opportunities.

Administration

- High School Vocational Program: Launch the High School Vocational Program to provide students with valuable career opportunities in law enforcement and public safety.
- Joint Citizens Academy with EPCSO: Establish a joint citizens academy with the El Paso County Sheriff's Office to foster community engagement and education on law enforcement operations.
- Citizens Advisory Board: Form a Citizens Advisory Board to provide valuable feedback and strengthen the relationship between the police department and the community.
- Horizon City Police Foundation: Support the creation and growth of the Horizon City Police Foundation to enhance community support for the department and its initiatives.

CLOSING REMARKS: THANK YOU AND LOOKING TOWARD THE FUTURE

In addition to our ongoing efforts, it is important to acknowledge the explosive growth that Horizon City is currently experiencing. As our community continues to expand, with new residents, businesses, and developments, the demand for public safety and city services will inevitably increase. This growth presents both exciting opportunities and unique challenges for the Horizon City Police Department.

With the rise in population, we anticipate a higher volume of calls for service, traffic incidents, and the need for increased law enforcement presence across the city. Our department is committed to adapting to these changes by enhancing our staffing, resources, and infrastructure to ensure that we can continue to provide the high level of service our community deserves.

As Horizon City grows, we will continue to focus on maintaining strong relationships with local businesses, schools, and community organizations while ensuring the safety of both current and new residents. Our dedication to staying ahead of the demands of this growth will help ensure that Horizon City remains a safe and vibrant place for everyone. We are excited for the future and look forward to the continued growth and success of our city, while meeting the evolving needs of our community.



RESOLUTION

That the Mayor be authorized to sign an Agreement Between the **TOWN OF HORIZON CITY** and the **UNITED STATES DEPARTMENT OF JUSTICE/ FEDERAL BUREAU OF INVESTIGATION** to allow the Town of Horizon City to be reimbursed for overtime paid to Horizon City Police Department personnel assigned to the Violent Crimes Taskforce.

Signed and approved the ____ day of February 2025.

TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
City Attorney

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**FEDERAL BUREAU OF INVESTIGATION
EL PASO VIOLENT CRIME TASK FORCE
Cost Reimbursement Agreement**

EPVCTF No.: 333--EP-A38628-MOU

Pursuant to Congressional appropriations, the Federal Bureau of Investigation (FBI) receives authority to pay overtime for police officers assigned to the formalized El Paso Violent Crime Task Force (EPVCTF), as set forth below, for expenses necessary for detection, investigation, and prosecution of crimes against the United States. It is hereby agreed between the FBI and Horizon City Police Department (HCPD), located at 14999 Darington Rd., Horizon City, Texas 79928, Taxpayer Identification Number: 74-2521767, and Telephone Number: 915-852-1047, that:

1. This Agreement is entered into pursuant to, and as an annex to, the FBI EPVCTF Memorandum of Understanding (MOU) signed by them Marco A. Vargas, Horizon City Chief of Police on 1/30/2024, and shall be read and interpreted in conformity with all terms of that document.
2. Commencing upon execution of this Agreement, the FBI will, subject to availability of required funding, reimburse EPVCTF for overtime payments made to officers assigned to and working full time on EPVCTF related matters.
3. Requests for reimbursement shall be made on a monthly basis utilizing the United States Department of the Treasury Invoice Processing Platform (IPP) software system and shall be submitted to the FBI El Paso Field Office immediately after the first of the month which follows the month for which reimbursement is requested. The reimbursement request shall be approved by the appropriate Supervisor (or their designee) at HCPD prior to the invoice submission in IPP. The invoice submitted in IPP will automatically route to the FBI EPVCTF personnel for their review, approval, and processing for payment.
4. Overtime reimbursement payments from the FBI will be made via electronic funds transfer (EFT) directly to HCPD using the FBI's Unified Financial Management System (UFMS). To facilitate EFT, HCPD shall establish an account online in the System for Award Management (SAM) at www.SAM.gov. Verification of HCPD banking information is required on an annual basis in order to keep payment information current. For additional information regarding the UFMS and SAM, contact the FBI El Paso Financial Liaison Specialist.
5. Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this Agreement. However, said reimbursement, per officer, shall not exceed monthly and/or annual limits established annually by the FBI. The limits, calculated using Federal pay tables, will be in effect for the Federal fiscal year running from October 1st of one year through September 30th of the following year, unless changed during the period. The FBI reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and appropriations limits. The FBI will notify HCPD of the applicable annual limits prior to October 1st of each year.
6. The number of HCPD deputies assigned full-time to the EPVCTF and entitled to overtime reimbursement by the FBI shall be approved by the FBI in advance of each fiscal year. Based on the needs of the EPVCTF, this number may change periodically, upward or downward, as approved in advance by the FBI.
7. Prior to submission of any overtime reimbursement requests, HCPD shall prepare an official document setting forth the identity of each officer assigned full-time to the EPVCTF, along with the

1

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regular and overtime hourly rates for each officer. Should any officers change during the fiscal year, a similar statement shall be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. If the rate changes during the fiscal year for a previously assigned officer, an updated letter shall be attached with the invoice submission in IPP that reflects the new rate. The updated letter shall be mailed to the El Paso Field Office EPVCTF personnel to maintain in FBI records.

8. Each request for reimbursement shall be submitted via IPP to the FBI. The request for reimbursement shall include an invoice number, invoice date, the name, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. An attachment signed and dated by an authorized Agency representative noting the dates and hours for each officer overtime reimbursement claimed shall be uploaded in IPP as supporting documentation for the invoice to confirm the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to the EPVCTF.

9. Requests for reimbursement shall be submitted monthly and all requests shall be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2022, shall be received by the FBI monthly and not later than December 31, 2022. The FBI is not obligated to reimburse any requests received untimely and not in accordance herewith.

10. This Agreement is effective upon signatures of the parties and will remain in effect for the duration of HCPD's participation on the EPVCTF, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This Agreement may be modified at any time by written consent of the parties or based on changing business operations and practices of the FBI. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

Signatories:



John S. Morales, Special Agent In Charge
Federal Bureau of Investigation
Date: 02/03/2015

Marco A. Vargas, Chief of Police
Horizon City Police Department
Date: _____

Financial Liaison Specialist
Federal Bureau of Investigation
Date: _____

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**Procurement Vehicle: NCPA (01-115)
In Support of: Horizon City, TX****ORDER DETAILS**

Prepared By: Allyson Bidy
Phone: (832) 415-6090
Email: allyson.bidy@granicus.com
Order #: Q-390443
Prepared On: 06 Feb 2025
Expires On: 25 Feb 2025

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 60 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
My Area Module Add-On	Milestones - 40/20/20/20	1 Hours	\$1,250.00
Government Experience Service Cloud Essentials - Set-up, Config, and Training	Milestones - 40/30/30	1 Each	\$2,810.00
Web Experience - Essentials Package	Milestones - 40/30/30	1 Each	\$6,440.00
SUBTOTAL:			\$10,500.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Government Experience Service Cloud Essentials <i>(Up to 10000 Unique Contacts)</i>	Annual	1 Each	\$21,520.00
SUBTOTAL:			\$21,520.00

CREDITS AVAILABLE

The number of Credits acquired due to the above purchase items:

Available Service Credits	
Total Services Catalog Credits:	25

FUTURE YEAR PRICING

Solution(s)	Period of Performance			
	Year 2	Year 3	Year 4	Year 5
Government Experience Service Cloud Essentials <i>(Up to 10000 Unique Contacts)</i>	\$22,596.00	\$23,725.80	\$24,912.09	\$26,157.69
SUBTOTAL:	\$22,596.00	\$23,725.80	\$24,912.09	\$26,157.69
Total Services Catalog Credits:	25	25	25	25

PRODUCT DESCRIPTIONS

Solution	Description
My Area Module Add-On	Granicus will apply the My Area module to the homepage, it will be added during the design phase and will be placed right above the footer.

Solution	Description
<p>Government Experience Service Cloud Essentials</p>	<p>The annual subscription edition is an outcome-focused solution that increases online self-service, reduces calls, and drives more clicks to help constituents do business with you. Solution includes:</p> <ul style="list-style-type: none"> • Strategic Capabilities <ul style="list-style-type: none"> ○ Designated Experience Partner ○ Extended LMS Training On-demand ○ Access to Services Catalog ○ Biannual CX Program Brief to Review Insights & Recommendations ○ Online Help Articles and Access to govCommunity • Data Insights <ul style="list-style-type: none"> ○ Community Satisfaction and Performance Monitoring ○ Government Effectiveness Score ○ Digital Experience Score ○ Quality of Life Surveys ○ In-app Reporting and Dashboards • Connected Technology <ul style="list-style-type: none"> ○ Service Web Portal ○ Forms and Workflows (up to 50) <ul style="list-style-type: none"> ▪ Capabilities include: (1) Drag and drop form builder, (2) display logic, calculations, and payments, (3) insights dashboard and form analytics, (4) unlimited responses and ability 'to save and return', (5) data connections and API access, and (6) up to 10GB file uploads and 1,000 web API calls per hour ○ Outbound Communications <ul style="list-style-type: none"> ▪ Outreach mediums include unlimited email, up to 100k SMS/text messages, RSS feeds, and social media integration to connect with target audiences. ○ Ongoing security updates ○ Ongoing product updates and enhancements ○ Product accessibility maintained perpetually ○ 99.9% up-time guarantee ○ Technical Support Reporting (biannual)

Solution	Description
	<ul style="list-style-type: none"> o Escalation & Care Process o Support Coverage & Response Time SLAs <ul style="list-style-type: none"> ▪ Severity Level 1: System unavailable – 1 hour ▪ Severity Level 2: Major system features unavailable, no user workaround – 4 hours ▪ Severity Level 3: Major system features unavailable, user workaround available – 12 hours ▪ Severity Level 4: Transactional issue, user workaround available - 24 hours <p>A "Unique Contact" is an individual that provides either an email address, phone number, or both. Additional fees for exceeding contracted Unique Contact tier will automatically be applied in arrears and adjusted for go-forward use at subscription renewal. Overages above 1M unique contacts are billed in increments of 100,000 Unique Contacts.</p>

Solution	Description
<p>Government Experience Service Cloud Essentials - Set-up, Config, and Training</p>	<p>The Service Cloud Essentials edition offers a user-centered solution built on industry best practices and proven pre-configured layouts that enhance the user experience through an established configuration and UX process. This implementation is ideal for organizations with smaller teams seeking a balanced blend of strategic capabilities, data insights, and government-specific technology, particularly those that may not have the resources for a more complex implementation process.</p> <p>This solution includes:</p> <ul style="list-style-type: none"> • Stakeholder Kickoff and GXC Project Alignment • Program Management - Weekly / bi-weekly communication • Up to three (3) Email message templates • Development/Implementation/component configuration, including: <ul style="list-style-type: none"> • Forms and workflow • Community satisfaction and performance monitoring • Email and SMS communications • Remote Training – Specific training agenda is flexible and includes up to 15 hours total delivered and up to 3-hour sessions across non-consecutive sessions • Recommended schedule by platform module: <ul style="list-style-type: none"> • Forms and workflow: Two (2) hours total – Up to 25 people • Customer satisfaction & performance monitoring: Ninety (90) minutes total – Up to ten (10) people • Email and SMS communications: Ninety (90) minutes total – Up to (10) people <p><i>*International numbers are not supported. SMS/text messages not used in the period of performance will not carry over to the following year. Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use. Wireless phone numbers can take 4-26 weeks to procure due to carrier provisioning. Carriers may enforce blackout period(s) and can enforce restrictions at any time during which they will not accept new applications and can delay provisioning or halt sending. Failure of carrier response will not result in any adjustment and failure to comply with regulations may result in suspension of phone number.</i></p>

Solution	Description
<p>Web Experience - Essentials Package</p>	<p>The Essentials package provides a citizen-focused website based on best practices & patterns out-of-the-box using proven pre-configured layouts. This implementation level is recommended for organizations that need a rapid implementation timeline or those with a small implementation team that does not have the capacity to engage in a traditional UX Design process.</p> <p>This package includes:</p> <ul style="list-style-type: none"> • Professional Project • Management - Weekly / bi-weekly communication • One (1) homepage layout from Granicus responsive design library • One (1) Information Architecture (IA) Package (basic) • Best practices review • One (1) Content Rationalization Package (basic) • Best practices review, one (1) hour session • Site scrape loaded into AIM framework document • One (1) Visual Design Package • One (1) homepage design mockup – based on logo + 3 colors • Interior page sample • Mobile version sample • One (1) round of design revisions • Development/CMS Implementation • Content Migration - up to fifty (50) pages • QA & Accessibility Report • Remote Training - Delivered in three (3) non-consecutive sessions • eight (8) hours total - Up to ten (10) people

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-390443 dated 06 Feb 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Horizon City, TX to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- The terms and Conditions of the Agreement 01-115 effective 08 DEC 2020 between Granicus and NCPA govern this Quote and are incorporated herein by reference, including the Master Agreement and all exhibits thereto.
- Billing Frequency Notes (Milestones - 40/30/30): An initial payment equal to 40% of the total; a payment equal to 30% of the total upon homepage design approval, and; a payment equal to 30% of the total upon go-live.
- Client will be invoiced for use of any product or service measured or capped by volume or amount of usage that exceeds the permitted amount set forth in this Quote at the same cost or rate set forth herein.
- **Updates to Shared Short Codes for SMS/Text Messaging:**
Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee. Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.
- Billing Frequency Notes (Milestones - 40/20/20/20): An initial payment equal to 40% of the total; A payment equal to 20% of the total upon Granicus' delivery of the draft homepage design concepts to the client; A payment equal to 20% of the total upon implementation of the main website into the VCMS on a Granicus-hosted development server; and A payment equal to 20% of the total upon completion; provided, however that the client has completed training. If the client has not completed training, then Granicus shall invoice the client at the earlier of: completion of training or 21 days after completion.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[] - No [] - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-390443 dated 06 Feb 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Horizon City, TX		Granicus	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	
Horizon City, TX		Horizon City, TX	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF HORIZON CITY:

That the Mayor be authorized to sign a Chapter 380 Economic Development Performance Agreement between the Town of Horizon City (the “City”) and NoHo Processors, LLC. (the “Applicant”), regarding Applicant’s improvements and expansion of its facilities at Horizon City, Texas. Pursuant to the Agreement, Applicant will invest \$47 million dollars and create 110 full-time positions within 3 years paying an average hourly wage of \$19.86. In exchange, the City will provide incentives not to exceed \$125,000.00 paid over 5 years.

APPROVED and effective the ____ day February 2025.

TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

Sylvia Borunda Firth
City Attorney

APPROVED AS TO CONTENT:

Eduardo Garcia, Director
Horizon City
Economic Development Corporation

STATE OF TEXAS)
)
COUNTY OF EL PASO)

CHAPTER 380 ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Chapter 380 Economic Development Program Agreement ("Agreement") is made ___ day of February 2025, ("Effective Date") between the Town of Horizon City, Texas, a Home Rule Municipal Corporation, (the "City"), and NoHo Processors, LLC. A limited liability corporation authorized to conduct business in the State of Texas (the "Applicant").

RECITALS

WHEREAS, the City has the authority under Chapter 380 of the Texas Local Government Code ("Chapter 380") to make loans or grants of public funds for the purpose of promoting local economic development and stimulating business and commercial activity within the City;

WHEREAS, the City desires to provide incentives to the Applicant, pursuant to Chapter 380, for the purpose of promoting local economic development and stimulating business and expanding commercial activity in the City through the construction and operation of Applicant's pecan shelling operations located within the City limits;

WHEREAS, the Applicant desires to receive said incentives and agrees that the receipt is expressly contingent upon its compliance with the terms of the Agreement; and

WHEREAS, the City concludes and hereby finds that this Agreement promotes economic development in the City and meets the requirements of Chapter 380.

The parties agree as follows:

SECTION I. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- A. "Agreement" means this Chapter 380 Economic Development Program Agreement, together with all exhibits and schedules attached and incorporated herein by reference.
- B. "Applicant" means NoHo Processors, LLC a Texas Limited Liability Corporation, authorized to do business in Texas.
- C. "City" means the Town of Horizon City, Texas.

- D. "Development" The word "Development" means Applicant's pecan shelling operations, located in Horizon, City, Texas as more fully described on EXHIBIT A, which is attached hereto and incorporated herein for all purposes.
- E. "Effective Date" means the date the Town of Horizon City signs the Agreement.
- F. "Event of Default" shall have the meaning set forth in Section 5 hereof.
- G. "Event of Nonappropriation" means the failure of the City to appropriate for any Fiscal Year, sufficient funds to pay the Grant payment, or the reduction of any previously appropriated money below the amount necessary to permit the City to pay the Grant payments from lawfully available funds.
- H. "Full-Time Employment" means a job requiring a minimum of 1,920 hours of work averaged over a 12-month period, including allowance for vacation and sick leave and full company benefits. Such company benefits must include company paid contributions to health insurance wherein the employee does not pay more than 50% of the premium for those employees that choose to participate. Full-Time Employment position must be located at the Development. Requirements concerning Full-Time Employment are more completely described in Exhibit B, which is attached and incorporated herein for all purposes.
- I. "Grant" means each rebate payment made by the City to the Applicant pursuant to the terms of this Agreement. The aggregate amount that the City will provide in Grants shall not exceed \$125,000.00.
- J. "Grant Submittal Package" means the documentation required to be supplied to City as a condition of receipt of any Grant, with such documentation more fully described in the Grant Submittal Package, which is attached as Exhibit C to this Agreement.
- K. "Minimum Appraisal Value" means the valuation of the Personal Property appraised by El Paso Central Appraisal District during and after the construction or renovation of the Development. For the purposes of this Agreement, the combined Minimum Appraisal Value is \$22,000,000.00. Under no circumstances shall the Minimum Appraisal Value be interpreted to be equivalent of or determinative for appraisal purposes or to be used in any way to determine market value.
- L. "Minimum Investment" means those costs incurred, self-performed or contracted to third parties by the Applicant over the course of the renovation or construction project or furnishing of the improvements for the Development. For purposes of this Agreement, the Minimum Investment is Forty-Seven Million and No/100 Dollars (\$47,000,000.00).
- M. "Property" means the real and personal property located within the limits of the Town of Horizon City, El Paso County, Texas, and more specifically described in Exhibit A.

- N. "Property Tax Rebate" means an amount equal to 50% of the incremental increase of the real property tax value for the real property described on Exhibit "A" attached hereto over the base valuation on January 1, 2025 which shall be paid in 5 annual installments not to exceed \$25,000.00 each.
- O. "Qualified Expenditures" means the monetary expenditures paid or caused to be paid by Applicant after the Effective Date for material used in constructing or renovating the Development; and labor required for the construction or renovation of the Development.

SECTION 2. TERM AND GRANT PERIOD.

- A. The Agreement shall commence on the Effective Date and shall terminate on the first to occur of: December 31, 2032 ; (ii) the proper termination of this Agreement in accordance with the applicable provisions contained herein; or (iii) termination by mutual consent of the parties in writing ("Term").
- B. Applicant's eligibility for Grant payments shall be limited to five (5) consecutive years within the Term of this Agreement (the "Grant Period"). The first year of the Grant Period shall be the first tax year after the issuance of the certificate of occupancy but not before 2028, for the Development. A temporary certificate of occupancy does not qualify as a certificate of occupancy.

SECTION 3. OBLIGATIONS OF APPLICANT.

A. DEVELOPMENT.

- (1) Applicant shall renovate or construct, at its sole cost and expense, the Development and shall expend a minimum of \$47 million dollars in Qualified Expenditures to construct the Development.
- (2) Applicant shall obtain all building permits for the Development within four (4) months after the Effective Date.
- (3) Within twenty-eight (28) months after the Effective Date, Applicant shall submit documentation to the City to verify the following:
 - i. The expenditure of a minimum of \$47 million Qualified Expenditures; and
 - ii. That Applicant has received a Certificate of Occupancy for the Development.
- (4) Applicant shall diligently and faithfully in a good and workmanlike manner pursue the completion of the Development and that the construction of same will be in accordance with all applicable federal, state and local laws and regulations.
- (5) Applicant agrees that during the Term of this Agreement, the Property shall be limited to those uses consistent with the Development.
- (6) Applicant shall demonstrate, before the receipts of any Grant payments, that Applicant has incurred no delinquency taxes by providing certified city tax

certificates for any parcel of property owned by Applicant in the Town of Horizon City.

- (7) Applicant agrees that during the Term of this Agreement it shall not challenge or permit anyone else to take actions on its behalf to challenge any assessments by the El Paso Central Appraisal District of \$22,000,000.00 or less. The parties to this Agreement agree that the taxable value of the Development, after completion of all construction and improvements, will have a Minimum Appraisal Value as defined in Section 1 (K) above and thereafter as adjusted annually for normal depreciation during the term of this Agreement. This property value should in no way be interpreted to affect the values set by the Central Appraisal District for tax purposes. Upon the termination of this Agreement, Applicant agrees that neither this Agreement, nor the values contained within, will be utilized to contest appraisal values or in the calculation of the market value of the Development.
- (8) Applicant, during normal business hours, at its principal place of business in Horizon City, and with two weeks written notice, shall allow the City or its agents reasonable access to operating records, accounting books, and any other records related to the economic development considerations and incentives described herein, which are in Applicant's possession, custody, or control, for purposes of verifying the Qualified Expenditures and for audit, if so requested by the City. The confidentiality of such records will be maintained in accordance with all applicable laws.
- (9) Applicant shall provide all required invoices and other required documentation to City electronically at the following address: eschuller@horizoncity.org

B. EMPLOYMENT POSITIONS

- (1) Applicant agrees that it shall create, staff, and maintain the Full-Time Employment positions described in Exhibit B, and shall maintain the Full-Time Employment positions for the Development through the entire Grant Period of this Agreement. The transfer of an existing Full-Time Employment position from Applicant's existing business site to Applicant's new Development does not qualify as creating and staffing a Full-Time Employment position for purposes of this Agreement.
- (2) Applicant shall provide the City with an annual report by July 1st of each year during the Term of this Agreement, certifying the status of compliance through the preceding year. Such annual report shall include the number of new jobs created and retained for the Development, information on any new investments in the Development, and any other information relevant to the Development and the City's economic development goals. Documentation for jobs may be in the form of quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports, or employee rosters

that show the hours worked and the positions filled. Applicant shall also provide the City with such other reports as may reasonably be required.

C. GRANT SUBMITTAL PACKAGE.

In order to receive the disbursement of the Grant, the Applicant must submit a Grant Submittal Package, as specified below.

- (1) The Applicant shall annually submit one Grant Submittal Package which shall be in the form provided in Exhibit C, together with the requisite documentation. The Applicant shall submit to the City the initial Grant Submittal Package no later **July 1, 2028**, or within 30 business days after this date. Thereafter, the Applicant's annual Grant Submittal Package be submitted on or within 30 business days after July 1st of each year. A failure by the Applicant to submit a Grant Submittal Package in accordance with this paragraph is a waiver by the Applicant to receive a Grant payment for that Grant year.
- (2) Concurrent with the submittal of a Grant Submittal Package, the Applicant will submit to the City documentation as may be reasonably necessary to verify the expenditure to date of the Minimum Investment, which has not otherwise been verified as part of a prior submittal. The City will provide to the Applicant a written explanation for any Minimum Investment that the City determines cannot be verified. The Applicant may submit additional documentation to the City in order to obtain verification.
- (3) The City's determination of the amount of the Grant payment due to the Applicant is final.

SECTION 4. OBLIGATIONS OF THE CITY.

During the Term of this Agreement, and so long as an Event of Default has not occurred and Applicant is in compliance with the Agreement the City agrees as follows:

- A. The City agrees to provide a Property Tax Rebate not to exceed \$125,000.00 accordance with the terms and provisions of this Agreement, as described in Exhibit D
- B. The Property Tax Rebate shall be paid once a year for five years in an amount not to exceed \$25,000.00 each year.

In the event, Developer submits an Annual Compliance Verification, as required by Section 4(d) of this Agreement, which indicates at least ninety nine (99) Full-Time Equivalent Employment Positions working at the Property (equates to a minimum of ninety percent (90%) of the required Full-Time Equivalent Employment Positions rounded to a full number), the financial assistance provided pursuant to this Section 5(a) of this Agreement shall be reduced as follows:

- i. 109 Time Equivalent Employment Positions = \$24,750.00;
- ii. 108 Time Equivalent Employment Positions = \$24,500.00;
- iii. 107 Time Equivalent Employment Positions = \$24,250.00;
- iv. 106 Time Equivalent Employment Positions = \$24,000.00;
- v. 105 Time Equivalent Employment Positions = \$23,875.00;
- vi. 104 Time Equivalent Employment Positions = \$23,750.00;
- vii. 103 Time Equivalent Employment Positions = \$23,500.00;
- viii. 102 Time Equivalent Employment Positions = \$23,250.00;
- ix. 101 Time Equivalent Employment Positions = \$23,000.00;
- x. 100 Time Equivalent Employment Positions = \$22,750.00;
- xi. 99 Time Equivalent Employment Positions = \$22,500.00;

C. Payments shall be made by the City within 90 days of receipt of a complete Grant Submittal package provided that the City is able to verify compliance with the terms of this Agreement within 60 days of receipt. Failure to provide adequate information to evidence compliance with the Applicant’s obligations and may result in the termination of the Agreement by the City as set forth in Section 5 below.

SECTION 5. EVENTS OF DEFAULT.

Each of the following Paragraphs A through D shall constitute an Event of Default.

- A. In the event the Developer fails to meet the Full-Time Equivalent Employment Positions as required by Section 1(H) of this Agreement by having Ninety- Eight (98) Full-Time Equivalent Employment Positions or less for two (2) consecutive years, this Agreement shall terminate automatically without further notice to the parties.
- B. Failure to Operate and Maintain Development and Job Requirements. Applicant's failure or refusal to operate the Development and maintain required Full Time Employment pursuant to this Agreement through the Grant Period, and Applicant's failure or refusal to cure within sixty (60) days after written notice from the City describing such failure, shall be deemed an event of default. If such failure cannot be cured within such sixty (60) day period in the exercise of all due diligence, but the Applicant has commenced such cure within such sixty (60) day period and continue to thereafter diligently prosecute the cure of such failure¹ such actions or omissions shall not be deemed an event of default, provided the cure is ultimately cured within one hundred and twenty (120) days of the original notice by City.

- C. False Statements. Any representation or statement made or furnished to the City by Applicant pursuant to this Agreement or any document(s) related hereto, that is/are false or misleading in any material respect; or if Applicant obtains actual knowledge that any such representation or statement has become false or misleading after the time that it was made, and Applicant fails to provide written notice to the City of the false or misleading nature of such representation or statement within 60 days after Applicant learns of its false or misleading nature.
- D. Insolvency. Applicant files a voluntary petition in bankruptcy, a proceeding in bankruptcy is instituted against the Applicant and the Applicant is thereafter adjudicated bankruptcy, a receiver for the Applicant's assets is appointed, or any assignment of all or substantially all of the assets of Applicant for the benefit of creditors of Applicant. The dissolution or termination of Applicant's existence as a going business or concern, Applicant's insolvency, appointment of receiver for any part of Applicant's portion of the Property, any assignment of all or substantially all of the assets of Applicant for the benefit of creditors of Applicant or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Applicant shall all be deemed events of default. However, in the case of -involuntary proceedings, if such proceedings are discharged within sixty (60) days after filing, no event of default shall be deemed to have occurred.
- E. Property Taxes. In the event Applicant allows any personal or real property taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure or post a satisfactory bond within 60 days after written notice thereof from the City and/or El Paso Central Appraisal District, such actions or omissions shall be deemed an event of default. Subject to the restrictions noted herein, Applicant shall have the right to contest the appraised value of the Development.
- F. Notice and Opportunity to Cure. If an Event of Default occurs, the City will provide Applicant with written notice of the default and Applicant shall have 60 days from the receipt of said notice to cure the default (the "Cure Period"). If the default cannot be remedied within the Cure Period but the Applicant has made a diligent effort to effect a cure, the Cure Period may be extended at the City's sole discretion for a reasonable time. The City, in its sole discretion, shall determine what constitutes "a reasonable time" and what constitutes "a diligent effort" for purposes of this provision. If the City agrees to extend the Cure Period past the 60 days, the City shall notify the Applicant, in writing, of the expiration date of the extended cure period.
- G. Failure to Cure. If an Event of Default occurs and, after receipt of written notice and opportunity to cure as herein provided, the Applicant fails to cure the default in accordance with the provisions herein, then this Agreement may be terminated by the City by written notice to the Applicant at which time the City's obligations hereunder will end and the City may exercise any other right or remedy available at law or in equity, including initiation of litigation to recapture grant funds to Applicant received during the term of the Agreement and before the respective Event(s) of Default that resulted in the termination of the

Agreement. The obligation to pay the City the recaptured amounts shall survive the termination of the Agreement.

- H. Liability. To the extent allowable by Texas Law; in no event will either party be liable to the other party for any indirect, special, punitive, exemplary, incidental or consequential damages. In no event shall the liability of either party exceed the value of Grant Payments issued hereunder and the attorney's fees and costs of collection incurred in recapturing Property Tax Rebate paid to the Applicant prior to the Event of Default and termination of this Agreement.

SECTION 6. RECAPTURE.

Should the Applicant default under Section 5 of this Agreement and provided that the cure period for such default has expired, all Grants previously provided by the City pursuant to this Agreement shall be recaptured and repaid by Applicant within 60 days from the date of such termination.

In the event Applicant fails to repay the City the total of all Grants paid by the City pursuant to the Agreement within 60 days of the termination of the Agreement because of an Event of Default, the City will be entitled to collect reasonable attorney's fees and costs of litigation incurred in connection with the collection the recaptured Grant Funds.

SECTION 7. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT.

The City may terminate this Agreement without an event of default and effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical or illegal, including any case law holding that a Chapter 380 Economic Development Agreement such as this Agreement is an unconstitutional debt.

SECTION 8. GENERAL PROVISIONS

- A. AMENDMENTS. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by all parties.
- B. ASSIGNMENT OF APPLICANT'S RIGHTS. Applicant understands and agrees that the City expressly prohibits Applicant from selling, transferring, assigning or conveying in any way any rights to receive the Grant proceeds without the City's prior written consent. Any such attempt to sell, transfer, assign or convey without the City's prior written consent is void and may result in the immediate termination of this Agreement, with no ability for the Applicant to cure.
- C. APPLICANT'S SALE OR TRANSFER OF THE DEVELOPMENT. Prior to any sale or

other transfer of ownership rights in the Development, Applicant shall notify the City in writing of such sale or transfer 30 business days before the effective date of such sale or transfer.

- D. **AUTHORITY TO BIND.** The individual executing this Agreement on Applicant's behalf represents and warrants that he or she has the power and authority to bind Applicant D to the terms and obligations of this Agreement.
- E. **BINDING OBLIGATION.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. The individual executing this Agreement on Applicant's behalf warrants and represents that he or she has full authority to execute this Agreement and bind Applicant to the same.
- F. **COMPLETION OF DEVELOPMENT.** As consideration for the agreements of the City as contained herein, Applicant agrees that it will diligently and faithfully in a good and workmanlike manner pursue the completion of the Development in accordance with all applicable federal, state and local laws and regulations.
- G. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same document.
- H. **EMPLOYMENT OF UNDOCUMENTED WORKERS.** During the term of this Agreement, Applicant agrees not to knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(t), Applicant shall repay the amount of the Grant payments received by Applicant from the City as of the date of such violation not later than one hundred twenty (120) days after the date Applicant is notified by City of a violation of this section, plus interest from the date the Grant payment(s) was paid to Applicant, at the rate of seven percent (7%) per annum. The interest will accrue from the date the Grant payment(s) were paid to Applicant until the date the reimbursement payments are repaid to City. City may also recover court costs and reasonable attorney's fees incurred in an action to recover the Grant payment(s) subject to repayment under this section. Applicant is not liable for a violation by its subsidiary, affiliate, or franchisee, or by a person which whom Applicant contracts.
- I. **NO JOINT VENTURE.** The parties acknowledge and agree that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture between the parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the Development or the design, construction, or operation of the Development, or any portion thereof.

- J. NO WAIVER. Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.
- K. TIME IS OF THE ESSENCE. The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement "business days" means Monday through Friday excluding Town of Horizon City holidays and "calendar days" means Monday through Sunday excluding Town of Horizon City holidays.
- L. EXECUTION OF AGREEMENT. The Mayor has received authority to execute this Agreement on behalf of the City from the City Council through approval of a resolution.
- M. NOTICES. The parties will send all notices required by this Agreement in writing, postmarked, and delivered by certified mail. All notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

(1) To the City:

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

(2) With a Copy to

Horizon Economic Development Corporation
 Attn: Executive Director
 14999 Darrington Road
 Horizon City, Texas 79928

(3) To the Applicant:

Noho Processors, LLC
 9540 Joe Rodriguez Drive, Suite 100
 El Paso, Texas 79927
 Attn: Jesus Carrera

Applicant shall provide all required invoices and other required documentation to City electronically at the following address:_____

- N. CONFIDENTIALITY. The Applicant acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act or TPIA). The

release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act). The confidentiality of such records, employment records, and any other records related to the City's economic development considerations and incentives provided herein will be maintained in accordance with and subject to all applicable laws, including the Public Information Act, Chapter 552, Texas Government Code. Specifically, and in accordance with TPIA the City will maintain the confidentiality of any proprietary information to the extent permitted by law and agrees that, as required by the Public Information Act, it will notify Applicant if a request relating to such proprietary information is received. Applicant represents that it understands that the Public Information Act excepts disclosure of trade secret and confidential commercial information and that it will need to assert the proprietary interest of Applicant as a basis for nondisclosure.

- O. **GOVERNING LAW.** This Agreement is governed by Texas law.
- P. **VENUE.** The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.
- Q. **SEVERABILITY.** A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
- R. **HEADINGS.** The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- S. **GOVERNMENTAL FUNCTIONS.** The parties agree that the City is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function.
- T. **COMPLIANCE WITH THE LAWS.** The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement. If applicable, then the Applicant will procure all licenses and pay all fees or other charges as required to complete the Work under this agreement.
- U. **AUDITING RECORDS FOR THE SPECIFIC PROJECT.** The Applicant will allow the City to inspect and copy all records pertaining to the Development of this Agreement.
- V. **FORCE MAJEURE.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed beyond such party's reasonable control by reason of war, civil commotion, acts of God, severe weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period

applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was reasonably delayed. The party wishing to avail themselves of this provision must provide timely notice to the other party, with timely notice being within one hundred and eighty (180) days of the force majeure event.

W. **SUCCESSORS AND ASSIGNS.** This Agreement is binding on the City and the Applicant, and the Applicant's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.

X. **THIRD-PARTY BENEFICIARIES.** There are no third-party beneficiaries for this Agreement.

Y. **PROVISIONS SURVIVING THIS AGREEMENT,** Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement. The obligation to repay the City the total amount of Grant Payments made during the term of the Agreement in the event of termination due to an Event of Default shall survive the termination of the Agreement.

Z. **REPRESENTATIONS AND WARRANTIES.** The Applicant warrants to the City that the Applicant has all required licenses, permits, and expertise to perform its obligations pursuant to this Agreement. The person executing this Agreement on behalf of both parties

AA. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties.

BB. **ORDINANCE APPLICABILITY.** The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising; provided, however, no ordinance shall reduce or diminish the contractual obligations contained herein. This Agreement shall confer no vested rights on the Development unless specifically enumerated herein.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the Effective Date below.

(Signatures continue on next page)

CITY

TOWN OF HORIZON CITY

By: _____

Andres Renteria, Mayor

ATTEST:

By: _____

Elvia Schiller, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By: _____

Sylvia Borunda Firth, City Attorney

By: _____

Eduardo Garcia, Planning Director

(Signatures Continued on Next Page)

EXHIBIT A

Development

NoHo Processors, LLC. is a Mexico-based pecan processing conglomerate focused on the procurement, shelling, packaging and sales of pecan nuts, which supplies a global market. The company has identified the Town of Horizon City, Texas as the location for their main U.S. production site. The development will entail a minimum investment of \$47 million dollars to construct a pecan shelling operation in the Town of Horizon City and the creation of a minimum of 110 new full-time jobs over a period of three years paying an average wage of at least \$19.860 per hour.

Location and Legal Description

Legal Description:

___ Approximately 13.98 acre tracts of land legally described as “3 HORIZON INDUSTRIAL PARK SWLY PT OF 14 (420.70 FT ON ST- 589.92 FT ON N-424.74 FT ON E- 590.03 FT ON S) (286205.20 SQ FT)”, and 3 HORIZON INDUSTRIAL PARK 13 (EXC ELY PT) (265280.20 SQ FT) and 3 HORIZON INDUSTRIAL PARK E PT OF 12 (275.18 FT ON ST-400 FT ON W-275.17 FT ON N-400 FT ON E) (110068 SQ FT) .

EXHIBIT B

[Employment Requirements & Grant Payment Eligibility]

SECTION 1. MINIMUM JOB CREATION AND RETENTION REQUIREMENTS.

In order for the Applicant to be eligible for any Grant Payments Applicant is required to create and retain the amount of Full-Time Employment positions shown in Table 1, at an overall average salary of at least \$19.86 per hour by July 1, 2028, and annually thereafter.

Area Mixed Nuts	Job #'s	Hourly Wage
Receiving MP	2	20.4
QC incoming inspec.	2	19.2
Packing Supply to Prod	1	18
Shipping - Receiving PT	1	18
Production Supervisor	3	24
Electronic Sorting	3	18
Roaster	3	18
Quality supervisor	3	24
Packing - Scale, Bagger, Jar Filler Case	3	18
QC Packing	3	18
Maintenance Supervisor	2	26.4
Maintenance	3	21.6
Maintenance	3	21.6
Sanitation	3	18
Messenger	1	19.2
Shelling Positions		
Warehouse Receiving fork lift operator	2	20.4
QC incoming inspec.	3	19.2
Packing supply and forklift operator	2	18
Shipping - Receiving PT	12	18
Production Supervisor	3	24
Pre acondicionamento	3	18
Crackers Supervisor	3	21.6
Cracker Samples	3	18
Electronic Sorting	9	20.4
Rejects	3	20.4
Rework	3	18
Floatere	1	18
Packaging supervisor	3	24
Packaging Collab	3	18
Quality supervisor	3	24
Halves packaging samp	3	18
QC Packing	3	18
Maintenance Supervisor	3	26.4
Maintenance Technician	3	21.6
Maintenance building	3	21.6
Sanitation	3	18
Total	110	

SECTION 2. ELIGIBILITY FOR GRANT PAYMENTS.

In the event, Developer submits an Annual Compliance Verification, as required by Section 4(d) of this Agreement, which indicates at least ninety nine (99) Full-Time Equivalent Employment Positions working at the Property (equates to a minimum of ninety percent (90%) of the required Full-Time Equivalent Employment Positions rounded to a full number), the financial assistance provided pursuant to this Section 5(a) of this Agreement shall be reduced as follows:

- i. 109 Time Equivalent Employment Positions = \$24,750.00;
- ii. 108 Time Equivalent Employment Positions = \$24,500.00;
- iii. 107 Time Equivalent Employment Positions = \$24,250.00;
- iv. 106 Time Equivalent Employment Positions = \$24,000.00;
- v. 105 Time Equivalent Employment Positions = \$23,875.00;
- vi. 104 Time Equivalent Employment Positions = \$23,750.00;
- vii. 103 Time Equivalent Employment Positions = \$23,500.00;
- viii. 102 Time Equivalent Employment Positions = \$23,250.00;
- ix. 101 Time Equivalent Employment Positions = \$23,000.00;
- x. 100 Time Equivalent Employment Positions = \$22,750.00;
- xi. 99 Time Equivalent Employment Positions = \$22,500.00;

Should applicant fall below the 90% threshold, no Grant Payment will be owed to the Applicant for the Grant Period.

EXHIBIT C

Grant Submittal Package Form

NoHo Processors, LLC. believes that it has substantially met its obligations under the Chapter 380 Agreement dated the day of _____. Pursuant to the Agreement, Applicant submits this Grant Submittal Package Form in compliance with the Agreement and in anticipation of receiving the Grant payments referenced in the Agreement in consideration for its obligations met therein.

As required by the Agreement, the following information is submitted.

1. [INITIAL GRANT SUBMITTAL ONLY] Copies of all applicable approvals and permits;
2. [INITIAL GRANT SUBMITTAL ONLY] Documentation to evidence the amount of development fees paid as a result of the Development;
3. [INITIAL GRANT SUBMITTAL ONLY] Documentation to evidence minimum expenditures to date and not previously verified;
4. [INITIAL GRANT SUBMITTAL ONLY] Certificate of Occupancy;
5. Property Tax Payment Receipt(s) showing proof of payment for tax year _____;
6. Job Certification Annual report plus eligible attachments and documentation showing proof of health insurance coverage were company pays a minimum of 50% of employee premium

It is understood by Applicant that the Town of Horizon City has up to ninety (90) days to process this request and reserves the right to deny the Grant claim if the terms of the Agreement have not been complied with.

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 202-_____, as _____ of NoHo Processors, LLC,

Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT D

Property Tax Rebate Table

Year	Rebate Percentage
Year 1	50%
Year 2	50%
Year 3	50%
Year 4	50%
Year 5	50%

The amount of rebate shall be the lesser of 50% of the incremental increase over the base year valuation or \$25,000.00 each year. The total amount of rebate over the term of the Agreement shall not exceed \$125,000.00.

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF HORIZON CITY:

That the Mayor be authorized to sign a Chapter 380 Economic Development Performance Agreement between the Town of Horizon City (the “City”) and NoHo Processors, LLC. (the “Applicant”), regarding Applicant’s improvements and expansion of its facilities at Horizon City, Texas. Pursuant to the Agreement, Applicant will invest \$47 million dollars and create 110 full-time positions within 3 years paying an average hourly wage of \$19.86. In exchange, the City will provide incentives not to exceed \$125,000.00 paid over 5 years.

APPROVED and effective the ____ day February 2025.

TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

Sylvia Borunda Firth
City Attorney

APPROVED AS TO CONTENT:

Eduardo Garcia, Director
Horizon City
Economic Development Corporation

STATE OF TEXAS)
)
COUNTY OF EL PASO)

CHAPTER 380 ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Chapter 380 Economic Development Program Agreement ("Agreement") is made ___ day of February 2025, ("Effective Date") between the Town of Horizon City, Texas, a Home Rule Municipal Corporation, (the "City"), and NoHo Processors, LLC. A limited liability corporation authorized to conduct business in the State of Texas (the "Applicant").

RECITALS

WHEREAS, the City has the authority under Chapter 380 of the Texas Local Government Code ("Chapter 380") to make loans or grants of public funds for the purpose of promoting local economic development and stimulating business and commercial activity within the City;

WHEREAS, the City desires to provide incentives to the Applicant, pursuant to Chapter 380, for the purpose of promoting local economic development and stimulating business and expanding commercial activity in the City through the construction and operation of Applicant's pecan shelling operations located within the City limits;

WHEREAS, the Applicant desires to receive said incentives and agrees that the receipt is expressly contingent upon its compliance with the terms of the Agreement; and

WHEREAS, the City concludes and hereby finds that this Agreement promotes economic development in the City and meets the requirements of Chapter 380.

The parties agree as follows:

SECTION I. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- A. "Agreement" means this Chapter 380 Economic Development Program Agreement, together with all exhibits and schedules attached and incorporated herein by reference.
- B. "Applicant" means NoHo Processors, LLC a Texas Limited Liability Corporation, authorized to do business in Texas.
- C. "City" means the Town of Horizon City, Texas.

- D. "Development" The word "Development" means Applicant's pecan shelling operations, located in Horizon, City, Texas as more fully described on EXHIBIT A, which is attached hereto and incorporated herein for all purposes.
- E. "Effective Date" means the date the Town of Horizon City signs the Agreement.
- F. "Event of Default" shall have the meaning set forth in Section 5 hereof.
- G. "Event of Nonappropriation" means the failure of the City to appropriate for any Fiscal Year, sufficient funds to pay the Grant payment, or the reduction of any previously appropriated money below the amount necessary to permit the City to pay the Grant payments from lawfully available funds.
- H. "Full-Time Employment" means a job requiring a minimum of 1,920 hours of work averaged over a 12-month period, including allowance for vacation and sick leave and full company benefits. Such company benefits must include company paid contributions to health insurance wherein the employee does not pay more than 50% of the premium for those employees that choose to participate. Full-Time Employment position must be located at the Development. Requirements concerning Full-Time Employment are more completely described in Exhibit B, which is attached and incorporated herein for all purposes.
- I. "Grant" means each rebate payment made by the City to the Applicant pursuant to the terms of this Agreement. The aggregate amount that the City will provide in Grants shall not exceed \$125,000.00.
- J. "Grant Submittal Package" means the documentation required to be supplied to City as a condition of receipt of any Grant, with such documentation more fully described in the Grant Submittal Package, which is attached as Exhibit C to this Agreement.
- K. "Minimum Appraisal Value" means the valuation of the Personal Property appraised by El Paso Central Appraisal District during and after the construction or renovation of the Development. For the purposes of this Agreement, the combined Minimum Appraisal Value is \$22,000,000.00. Under no circumstances shall the Minimum Appraisal Value be interpreted to be equivalent of or determinative for appraisal purposes or to be used in any way to determine market value.
- L. "Minimum Investment" means those costs incurred, self-performed or contracted to third parties by the Applicant over the course of the renovation or construction project or furnishing of the improvements for the Development. For purposes of this Agreement, the Minimum Investment is Forty-Seven Million and No/100 Dollars (\$47,000,000.00).
- M. "Property" means the real and personal property located within the limits of the Town of Horizon City, El Paso County, Texas, and more specifically described in Exhibit A.

- N. "Property Tax Rebate" means an amount equal to 50% of the incremental increase of the real property tax value for the real property described on Exhibit "A" attached hereto over the base valuation on January 1, 2025 which shall be paid in 5 annual installments not to exceed \$25,000.00 each.
- O. "Qualified Expenditures" means the monetary expenditures paid or caused to be paid by Applicant after the Effective Date for material used in constructing or renovating the Development; and labor required for the construction or renovation of the Development.

SECTION 2. TERM AND GRANT PERIOD.

- A. The Agreement shall commence on the Effective Date and shall terminate on the first to occur of: December 31, 2032 ; (ii) the proper termination of this Agreement in accordance with the applicable provisions contained herein; or (iii) termination by mutual consent of the parties in writing ("Term").
- B. Applicant's eligibility for Grant payments shall be limited to five (5) consecutive years within the Term of this Agreement (the "Grant Period"). The first year of the Grant Period shall be the first tax year after the issuance of the certificate of occupancy but not before 2028, for the Development. A temporary certificate of occupancy does not qualify as a certificate of occupancy.

SECTION 3. OBLIGATIONS OF APPLICANT.

A. DEVELOPMENT.

- (1) Applicant shall renovate or construct, at its sole cost and expense, the Development and shall expend a minimum of \$47 million dollars in Qualified Expenditures to construct the Development.
- (2) Applicant shall obtain all building permits for the Development within four (4) months after the Effective Date.
- (3) Within twenty-eight (28) months after the Effective Date, Applicant shall submit documentation to the City to verify the following:
 - i. The expenditure of a minimum of \$47 million Qualified Expenditures; and
 - ii. That Applicant has received a Certificate of Occupancy for the Development.
- (4) Applicant shall diligently and faithfully in a good and workmanlike manner pursue the completion of the Development and that the construction of same will be in accordance with all applicable federal, state and local laws and regulations.
- (5) Applicant agrees that during the Term of this Agreement, the Property shall be limited to those uses consistent with the Development.
- (6) Applicant shall demonstrate, before the receipts of any Grant payments, that Applicant has incurred no delinquency taxes by providing certified city tax

certificates for any parcel of property owned by Applicant in the Town of Horizon City.

- (7) Applicant agrees that during the Term of this Agreement it shall not challenge or permit anyone else to take actions on its behalf to challenge any assessments by the El Paso Central Appraisal District of \$22,000,000.00 or less. The parties to this Agreement agree that the taxable value of the Development, after completion of all construction and improvements, will have a Minimum Appraisal Value as defined in Section 1 (K) above and thereafter as adjusted annually for normal depreciation during the term of this Agreement. This property value should in no way be interpreted to affect the values set by the Central Appraisal District for tax purposes. Upon the termination of this Agreement, Applicant agrees that neither this Agreement, nor the values contained within, will be utilized to contest appraisal values or in the calculation of the market value of the Development.
- (8) Applicant, during normal business hours, at its principal place of business in Horizon City, and with two weeks written notice, shall allow the City or its agents reasonable access to operating records, accounting books, and any other records related to the economic development considerations and incentives described herein, which are in Applicant's possession, custody, or control, for purposes of verifying the Qualified Expenditures and for audit, if so requested by the City. The confidentiality of such records will be maintained in accordance with all applicable laws.
- (9) Applicant shall provide all required invoices and other required documentation to City electronically at the following address: eschuller@horizoncity.org

B. EMPLOYMENT POSITIONS

- (1) Applicant agrees that it shall create, staff, and maintain the Full-Time Employment positions described in Exhibit B, and shall maintain the Full-Time Employment positions for the Development through the entire Grant Period of this Agreement. The transfer of an existing Full-Time Employment position from Applicant's existing business site to Applicant's new Development does not qualify as creating and staffing a Full-Time Employment position for purposes of this Agreement.
- (2) Applicant shall provide the City with an annual report by July 1st of each year during the Term of this Agreement, certifying the status of compliance through the preceding year. Such annual report shall include the number of new jobs created and retained for the Development, information on any new investments in the Development, and any other information relevant to the Development and the City's economic development goals. Documentation for jobs may be in the form of quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports, or employee rosters

that show the hours worked and the positions filled. Applicant shall also provide the City with such other reports as may reasonably be required.

C. GRANT SUBMITTAL PACKAGE.

In order to receive the disbursement of the Grant, the Applicant must submit a Grant Submittal Package, as specified below.

- (1) The Applicant shall annually submit one Grant Submittal Package which shall be in the form provided in Exhibit C, together with the requisite documentation. The Applicant shall submit to the City the initial Grant Submittal Package no later **July 1, 2028**, or within 30 business days after this date. Thereafter, the Applicant's annual Grant Submittal Package be submitted on or within 30 business days after July 1st of each year. A failure by the Applicant to submit a Grant Submittal Package in accordance with this paragraph is a waiver by the Applicant to receive a Grant payment for that Grant year.
- (2) Concurrent with the submittal of a Grant Submittal Package, the Applicant will submit to the City documentation as may be reasonably necessary to verify the expenditure to date of the Minimum Investment, which has not otherwise been verified as part of a prior submittal. The City will provide to the Applicant a written explanation for any Minimum Investment that the City determines cannot be verified. The Applicant may submit additional documentation to the City in order to obtain verification.
- (3) The City's determination of the amount of the Grant payment due to the Applicant is final.

SECTION 4. OBLIGATIONS OF THE CITY.

During the Term of this Agreement, and so long as an Event of Default has not occurred and Applicant is in compliance with the Agreement the City agrees as follows:

- A. The City agrees to provide a Property Tax Rebate not to exceed \$125,000.00 accordance with the terms and provisions of this Agreement, as described in Exhibit D
- B. The Property Tax Rebate shall be paid once a year for five years in an amount not to exceed \$25,000.00 each year.

In the event, Developer submits an Annual Compliance Verification, as required by Section 4(d) of this Agreement, which indicates at least ninety nine (99) Full-Time Equivalent Employment Positions working at the Property (equates to a minimum of ninety percent (90%) of the required Full-Time Equivalent Employment Positions rounded to a full number), the financial assistance provided pursuant to this Section 5(a) of this Agreement shall be reduced as follows:

- i. 109 Time Equivalent Employment Positions = \$24,750.00;
- ii. 108 Time Equivalent Employment Positions = \$24,500.00;
- iii. 107 Time Equivalent Employment Positions = \$24,250.00;
- iv. 106 Time Equivalent Employment Positions = \$24,000.00;
- v. 105 Time Equivalent Employment Positions = \$23,875.00;
- vi. 104 Time Equivalent Employment Positions = \$23,750.00;
- vii. 103 Time Equivalent Employment Positions = \$23,500.00;
- viii. 102 Time Equivalent Employment Positions = \$23,250.00;
- ix. 101 Time Equivalent Employment Positions = \$23,000.00;
- x. 100 Time Equivalent Employment Positions = \$22,750.00;
- xi. 99 Time Equivalent Employment Positions = \$22,500.00;

C. Payments shall be made by the City within 90 days of receipt of a complete Grant Submittal package provided that the City is able to verify compliance with the terms of this Agreement within 60 days of receipt. Failure to provide adequate information to evidence compliance with the Applicant's obligations and may result in the termination of the Agreement by the City as set forth in Section 5 below.

SECTION 5. EVENTS OF DEFAULT.

Each of the following Paragraphs A through D shall constitute an Event of Default.

- A. In the event the Developer fails to meet the Full-Time Equivalent Employment Positions as required by Section 1(H) of this Agreement by having Ninety- Eight (98) Full-Time Equivalent Employment Positions or less for two (2) consecutive years, this Agreement shall terminate automatically without further notice to the parties.
- B. Failure to Operate and Maintain Development and Job Requirements. Applicant's failure or refusal to operate the Development and maintain required Full Time Employment pursuant to this Agreement through the Grant Period, and Applicant's failure or refusal to cure within sixty (60) days after written notice from the City describing such failure, shall be deemed an event of default. If such failure cannot be cured within such sixty (60) day period in the exercise of all due diligence, but the Applicant has commenced such cure within such sixty (60) day period and continue to thereafter diligently prosecute the cure of such failure¹ such actions or omissions shall not be deemed an event of default, provided the cure is ultimately cured within one hundred and twenty (120) days of the original notice by City.

- C. False Statements. Any representation or statement made or furnished to the City by Applicant pursuant to this Agreement or any document(s) related hereto, that is/are false or misleading in any material respect; or if Applicant obtains actual knowledge that any such representation or statement has become false or misleading after the time that it was made, and Applicant fails to provide written notice to the City of the false or misleading nature of such representation or statement within 60 days after Applicant learns of its false or misleading nature.
- D. Insolvency. Applicant files a voluntary petition in bankruptcy, a proceeding in bankruptcy is instituted against the Applicant and the Applicant is thereafter adjudicated bankruptcy, a receiver for the Applicant's assets is appointed, or any assignment of all or substantially all of the assets of Applicant for the benefit of creditors of Applicant. The dissolution or termination of Applicant's existence as a going business or concern, Applicant's insolvency, appointment of receiver for any part of Applicant's portion of the Property, any assignment of all or substantially all of the assets of Applicant for the benefit of creditors of Applicant or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Applicant shall all be deemed events of default. However, in the case of -involuntary proceedings, if such proceedings are discharged within sixty (60) days after filing, no event of default shall be deemed to have occurred.
- E. Property Taxes. In the event Applicant allows any personal or real property taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure or post a satisfactory bond within 60 days after written notice thereof from the City and/or El Paso Central Appraisal District, such actions or omissions shall be deemed an event of default. Subject to the restrictions noted herein, Applicant shall have the right to contest the appraised value of the Development.
- F. Notice and Opportunity to Cure. If an Event of Default occurs, the City will provide Applicant with written notice of the default and Applicant shall have 60 days from the receipt of said notice to cure the default (the "Cure Period"). If the default cannot be remedied within the Cure Period but the Applicant has made a diligent effort to effect a cure, the Cure Period may be extended at the City's sole discretion for a reasonable time. The City, in its sole discretion, shall determine what constitutes "a reasonable time" and what constitutes "a diligent effort" for purposes of this provision. If the City agrees to extend the Cure Period past the 60 days, the City shall notify the Applicant, in writing, of the expiration date of the extended cure period.
- G. Failure to Cure. If an Event of Default occurs and, after receipt of written notice and opportunity to cure as herein provided, the Applicant fails to cure the default in accordance with the provisions herein, then this Agreement may be terminated by the City by written notice to the Applicant at which time the City's obligations hereunder will end and the City may exercise any other right or remedy available at law or in equity, including initiation of litigation to recapture grant funds to Applicant received during the term of the Agreement and before the respective Event(s) of Default that resulted in the termination of the

Agreement. The obligation to pay the City the recaptured amounts shall survive the termination of the Agreement.

- H. Liability. To the extent allowable by Texas Law; in no event will either party be liable to the other party for any indirect, special, punitive, exemplary, incidental or consequential damages. In no event shall the liability of either party exceed the value of Grant Payments issued hereunder and the attorney's fees and costs of collection incurred in recapturing Property Tax Rebate paid to the Applicant prior to the Event of Default and termination of this Agreement.

SECTION 6. RECAPTURE.

Should the Applicant default under Section 5 of this Agreement and provided that the cure period for such default has expired, all Grants previously provided by the City pursuant to this Agreement shall be recaptured and repaid by Applicant within 60 days from the date of such termination.

In the event Applicant fails to repay the City the total of all Grants paid by the City pursuant to the Agreement within 60 days of the termination of the Agreement because of an Event of Default, the City will be entitled to collect reasonable attorney's fees and costs of litigation incurred in connection with the collection the recaptured Grant Funds.

SECTION 7. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT.

The City may terminate this Agreement without an event of default and effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical or illegal, including any case law holding that a Chapter 380 Economic Development Agreement such as this Agreement is an unconstitutional debt.

SECTION 8. GENERAL PROVISIONS

- A. AMENDMENTS. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by all parties.
- B. ASSIGNMENT OF APPLICANT'S RIGHTS. Applicant understands and agrees that the City expressly prohibits Applicant from selling, transferring, assigning or conveying in any way any rights to receive the Grant proceeds without the City's prior written consent. Any such attempt to sell, transfer, assign or convey without the City's prior written consent is void and may result in the immediate termination of this Agreement, with no ability for the Applicant to cure.
- C. APPLICANT'S SALE OR TRANSFER OF THE DEVELOPMENT. Prior to any sale or

other transfer of ownership rights in the Development, Applicant shall notify the City in writing of such sale or transfer 30 business days before the effective date of such sale or transfer.

- D. **AUTHORITY TO BIND.** The individual executing this Agreement on Applicant's behalf represents and warrants that he or she has the power and authority to bind Applicant D to the terms and obligations of this Agreement.
- E. **BINDING OBLIGATION.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. The individual executing this Agreement on Applicant's behalf warrants and represents that he or she has full authority to execute this Agreement and bind Applicant to the same.
- F. **COMPLETION OF DEVELOPMENT.** As consideration for the agreements of the City as contained herein, Applicant agrees that it will diligently and faithfully in a good and workmanlike manner pursue the completion of the Development in accordance with all applicable federal, state and local laws and regulations.
- G. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same document.
- H. **EMPLOYMENT OF UNDOCUMENTED WORKERS.** During the term of this Agreement, Applicant agrees not to knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(t), Applicant shall repay the amount of the Grant payments received by Applicant from the City as of the date of such violation not later than one hundred twenty (120) days after the date Applicant is notified by City of a violation of this section, plus interest from the date the Grant payment(s) was paid to Applicant, at the rate of seven percent (7%) per annum. The interest will accrue from the date the Grant payment(s) were paid to Applicant until the date the reimbursement payments are repaid to City. City may also recover court costs and reasonable attorney's fees incurred in an action to recover the Grant payment(s) subject to repayment under this section. Applicant is not liable for a violation by its subsidiary, affiliate, or franchisee, or by a person which whom Applicant contracts.
- I. **NO JOINT VENTURE.** The parties acknowledge and agree that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture between the parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the Development or the design, construction, or operation of the Development, or any portion thereof.

- J. NO WAIVER. Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.
- K. TIME IS OF THE ESSENCE. The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement "business days" means Monday through Friday excluding Town of Horizon City holidays and "calendar days" means Monday through Sunday excluding Town of Horizon City holidays.
- L. EXECUTION OF AGREEMENT. The Mayor has received authority to execute this Agreement on behalf of the City from the City Council through approval of a resolution.
- M. NOTICES. The parties will send all notices required by this Agreement in writing, postmarked, and delivered by certified mail. All notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

(1) To the City:

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

(2) With a Copy to

Horizon Economic Development Corporation
 Attn: Executive Director
 14999 Darrington Road
 Horizon City, Texas 79928

(3) To the Applicant:

Noho Processors, LLC
 9540 Joe Rodriguez Drive, Suite 100
 El Paso, Texas 79927
 Attn: Jesus Carrera

Applicant shall provide all required invoices and other required documentation to City electronically at the following address:_____

- N. CONFIDENTIALITY. The Applicant acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act or TPIA). The

release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act). The confidentiality of such records, employment records, and any other records related to the City's economic development considerations and incentives provided herein will be maintained in accordance with and subject to all applicable laws, including the Public Information Act, Chapter 552, Texas Government Code. Specifically, and in accordance with TPIA the City will maintain the confidentiality of any proprietary information to the extent permitted by law and agrees that, as required by the Public Information Act, it will notify Applicant if a request relating to such proprietary information is received. Applicant represents that it understands that the Public Information Act excepts disclosure of trade secret and confidential commercial information and that it will need to assert the proprietary interest of Applicant as a basis for nondisclosure.

- O. GOVERNING LAW. This Agreement is governed by Texas law.
- P. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.
- Q. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
- R. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- S. GOVERNMENTAL FUNCTIONS. The parties agree that the City is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function.
- T. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement. If applicable, then the Applicant will procure all licenses and pay all fees or other charges as required to complete the Work under this agreement.
- U. AUDITING RECORDS FOR THE SPECIFIC PROJECT. The Applicant will allow the City to inspect and copy all records pertaining to the Development of this Agreement.
- V. FORCE MAJEURE. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed beyond such party's reasonable control by reason of war, civil commotion, acts of God, severe weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period

applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was reasonably delayed. The party wishing to avail themselves of this provision must provide timely notice to the other party, with timely notice being within one hundred and eighty (180) days of the force majeure event.

W. **SUCCESSORS AND ASSIGNS.** This Agreement is binding on the City and the Applicant, and the Applicant's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.

X. **THIRD-PARTY BENEFICIARIES.** There are no third-party beneficiaries for this Agreement.

Y. **PROVISIONS SURVIVING THIS AGREEMENT,** Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement. The obligation to repay the City the total amount of Grant Payments made during the term of the Agreement in the event of termination due to an Event of Default shall survive the termination of the Agreement.

Z. **REPRESENTATIONS AND WARRANTIES.** The Applicant warrants to the City that the Applicant has all required licenses, permits, and expertise to perform its obligations pursuant to this Agreement. The person executing this Agreement on behalf of both parties

AA. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties.

BB. **ORDINANCE APPLICABILITY.** The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising; provided, however, no ordinance shall reduce or diminish the contractual obligations contained herein. This Agreement shall confer no vested rights on the Development unless specifically enumerated herein.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the Effective Date below.

(Signatures continue on next page)

CITY

TOWN OF HORIZON CITY

By: _____

Andres Renteria, Mayor

ATTEST:

By: _____

Elvia Schiller, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By: _____

Sylvia Borunda Firth, City Attorney

By: _____

Eduardo Garcia, Planning Director

(Signatures Continued on Next Page)

**APPLICANT
NO HO PROCESSORS, LLC.**

By: _____

Print Name Title

ACKNOWLEDGMENT

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

This instrument was acknowledged before me on the _____ day of February 2025, by
_____ the _____ of NoHo Processors, LLC.

Notary Public, State of Texas.
My Commission Expires: _____

EXHIBIT A

Development

NoHo Processors, LLC. is a Mexico-based pecan processing conglomerate focused on the procurement, shelling, packaging and sales of pecan nuts, which supplies a global market. The company has identified the Town of Horizon City, Texas as the location for their main U.S. production site. The development will entail a minimum investment of \$47 million dollars to construct a pecan shelling operation in the Town of Horizon City and the creation of a minimum of 110 new full-time jobs over a period of three years paying an average wage of at least \$19.860 per hour.

Location and Legal Description

Legal Description:

___ Approximately 13.98 acre tracts of land legally described as “3 HORIZON INDUSTRIAL PARK SWLY PT OF 14 (420.70 FT ON ST- 589.92 FT ON N-424.74 FT ON E- 590.03 FT ON S) (286205.20 SQ FT)”, and 3 HORIZON INDUSTRIAL PARK 13 (EXC ELY PT) (265280.20 SQ FT) and 3 HORIZON INDUSTRIAL PARK E PT OF 12 (275.18 FT ON ST-400 FT ON W-275.17 FT ON N-400 FT ON E) (110068 SQ FT) .

EXHIBIT B

[Employment Requirements & Grant Payment Eligibility]

SECTION 1. MINIMUM JOB CREATION AND RETENTION REQUIREMENTS.

In order for the Applicant to be eligible for any Grant Payments Applicant is required to create and retain the amount of Full-Time Employment positions shown in Table 1, at an overall average salary of at least \$19.86 per hour by July 1, 2028, and annually thereafter.

Area Mixed Nuts	Job #'s	Hourly Wage
Receiving MP	2	20.4
QC incoming inspec.	2	19.2
Packing Supply to Prod	1	18
Shipping - Receiving PT	1	18
Production Supervisor	3	24
Electronic Sorting	3	18
Roaster	3	18
Quality supervisor	3	24
Packing - Scale, Bagger, Jar Filler Case	3	18
QC Packing	3	18
Maintenance Supervisor	2	26.4
Maintenance	3	21.6
Maintenance	3	21.6
Sanitation	3	18
Messenger	1	19.2
Shelling Positions		
Warehouse Receiving fork lift operator	2	20.4
QC incoming inspec.	3	19.2
Packing supply and forklift operator	2	18
Shipping - Receiving PT	12	18
Production Supervisor	3	24
Pre acondicionamento	3	18
Crackers Supervisor	3	21.6
Cracker Samples	3	18
Electronic Sorting	9	20.4
Rejects	3	20.4
Rework	3	18
Floatere	1	18
Packaging supervisor	3	24
Packaging Collab	3	18
Quality supervisor	3	24
Halves packaging samp	3	18
QC Packing	3	18
Maintenance Supervisor	3	26.4
Maintenance Technician	3	21.6
Maintenance building	3	21.6
Sanitation	3	18
Total	110	

SECTION 2. ELIGIBILITY FOR GRANT PAYMENTS.

In the event, Developer submits an Annual Compliance Verification, as required by Section 4(d) of this Agreement, which indicates at least ninety nine (99) Full-Time Equivalent Employment Positions working at the Property (equates to a minimum of ninety percent (90%) of the required Full-Time Equivalent Employment Positions rounded to a full number), the financial assistance provided pursuant to this Section 5(a) of this Agreement shall be reduced as follows:

- i. 109 Time Equivalent Employment Positions = \$24,750.00;
- ii. 108 Time Equivalent Employment Positions = \$24,500.00;
- iii. 107 Time Equivalent Employment Positions = \$24,250.00;
- iv. 106 Time Equivalent Employment Positions = \$24,000.00;
- v. 105 Time Equivalent Employment Positions = \$23,875.00;
- vi. 104 Time Equivalent Employment Positions = \$23,750.00;
- vii. 103 Time Equivalent Employment Positions = \$23,500.00;
- viii. 102 Time Equivalent Employment Positions = \$23,250.00;
- ix. 101 Time Equivalent Employment Positions = \$23,000.00;
- x. 100 Time Equivalent Employment Positions = \$22,750.00;
- xi. 99 Time Equivalent Employment Positions = \$22,500.00;

Should applicant fall below the 90% threshold, no Grant Payment will be owed to the Applicant for the Grant Period.

EXHIBIT C

Grant Submittal Package Form

NoHo Processors, LLC. believes that it has substantially met its obligations under the Chapter 380 Agreement dated the day of _____. Pursuant to the Agreement, Applicant submits this Grant Submittal Package Form in compliance with the Agreement and in anticipation of receiving the Grant payments referenced in the Agreement in consideration for its obligations met therein.

As required by the Agreement, the following information is submitted.

1. [INITIAL GRANT SUBMITTAL ONLY] Copies of all applicable approvals and permits;
2. [INITIAL GRANT SUBMITTAL ONLY] Documentation to evidence the amount of development fees paid as a result of the Development;
3. [INITIAL GRANT SUBMITTAL ONLY] Documentation to evidence minimum expenditures to date and not previously verified;
4. [INITIAL GRANT SUBMITTAL ONLY] Certificate of Occupancy;
5. Property Tax Payment Receipt(s) showing proof of payment for tax year _____;
6. Job Certification Annual report plus eligible attachments and documentation showing proof of health insurance coverage were company pays a minimum of 50% of employee premium

It is understood by Applicant that the Town of Horizon City has up to ninety (90) days to process this request and reserves the right to deny the Grant claim if the terms of the Agreement have not been complied with.

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 202-_____, as _____ of NoHo Processors, LLC,

Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT D

Property Tax Rebate Table

Year	Rebate Percentage
Year 1	50%
Year 2	50%
Year 3	50%
Year 4	50%
Year 5	50%

The amount of rebate shall be the lesser of 50% of the incremental increase over the base year valuation or \$25,000.00 each year. The total amount of rebate over the term of the Agreement shall not exceed \$125,000.00.

Town of Horizon City Capital Improvement Program

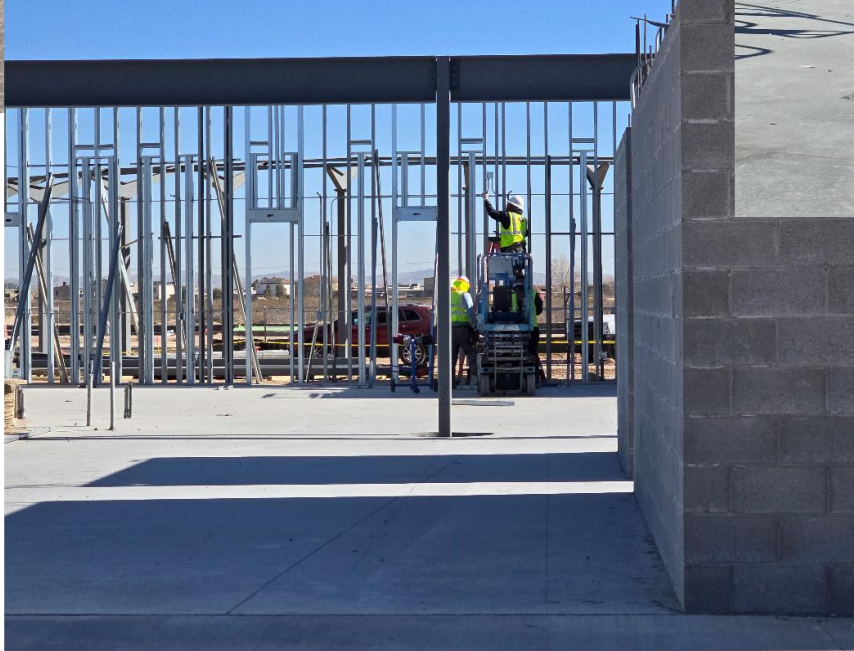
February 11, 2025
Council Meeting

115

Municipal Facilities Phase 1

- Site work continues
- Vertical Construction
 - Construction for interior walls scheduled for later in February
 - Electrical, plumbing and mechanical rough-in are ongoing
- Coordinating for water and wastewater connections
- Project currently on schedule

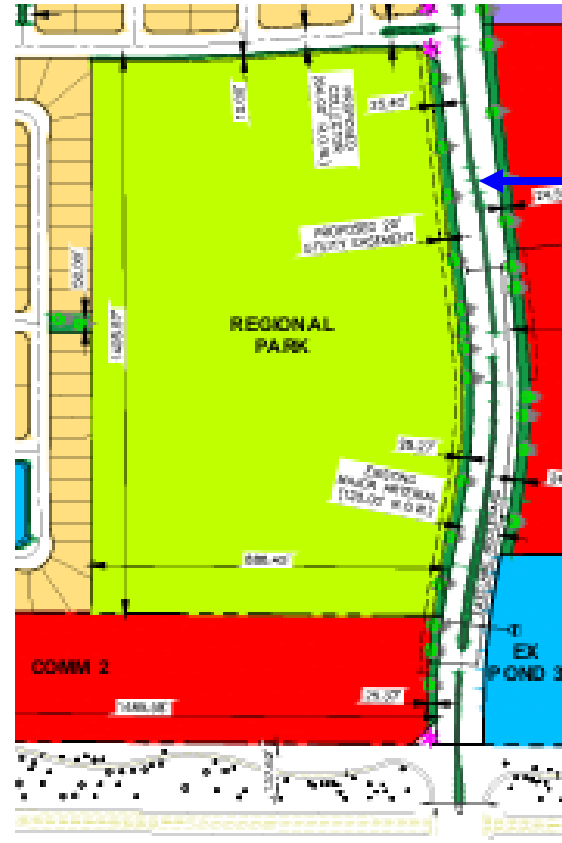
Municipal Facilities Phase 1



Images taken on February 4 & 6, 2025

New Regional Park

- Coordinating for appraisal of property



Eastlake Blvd.

Horizon Blvd.

From Preliminary Conceptual Plans, subject to change provided by Hunt Communities. June 2024

Federally- & State-Funded Project Updates

N. Darrington Reconstruction - Funding

- Staff working on necessary steps to apply for SIB loan.
- Revised 3-party agreement under review by partners
- Once amendment is approved, will work on ordinance amendments

N. Darrington/Horizon Blvd. Reconstruction

- Storm drainage installation to be at Homestead – working through utility conflicts – pending TGS relocation dates
- Pond excavation continues
- Horizon Blvd. – Phase 3 started on February 10, 2025.
- Horizon Blvd. – expected completion – Summer 2025

Rodman Shared Use Path (SUP)

- Project under design – 100% complete and under review
- Programmed for bidding and award in Spring 2025
- Amendment to agreement with CRRMA on today's agenda.

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TIRZ/TOD Update

Dilley, Delake and Transit Plaza

- Funding agreement has been executed
- Pending grant compliance manager selection

Town of Horizon City Capital Improvement Program

February 11, 2025
Council Meeting



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: February 7, 2025
To: Honorable Mayor and Members of City Council
From: Teresa Quezada, CIP Manager *T. Quezada*
SUBJECT: **Discussion and Action: On a Resolution establishing priorities for the 89th Legislative Session in Texas, and authorizing the Mayor and his designees to communicate with the Office of the Governor and the Texas Legislature on behalf of the Town of Horizon City, Texas**

The attached resolution establishes the Town's legislative priorities for the 89th Legislative Session.

Municipalities adopt legislative priorities to

- Articulate policy priorities that may be affected by state legislative action;
- Make their policy priorities public to their constituents;
- Share their policy priorities with their respective state delegation; and
- Provide guidance to elected officials, approved representatives, and staff.

The Legislative Priorities Resolution becomes the document that establishes the Town's priorities and identifies proposed legislation the Town will either support or oppose. This session, the Town's priorities support interlocal cooperation, local democracy, preservation of municipal authority, protection of municipal revenue and the Texas Municipal League's legislative program. The priorities oppose legislation that preempts locally elected leaders' opportunities to respond to challenges their communities face; legislation that hinders the City's abilities to plan for long-term land use among other planning activities; legislation that reduces local revenue sources; and legislation that prohibits expenditure of municipal funds on activities that help the city track, understand or influence legislation.

The resolution authorizes the Mayor and his designees to advocate on behalf of the City in a manner consistent with the priorities articulated in the resolution.

Upon Council's approval, the resolution will be forwarded to the state delegation and the Texas Municipal League.

Staff recommends approval.

RESOLUTION

TOWN OF HORIZON CITY, TEXAS

A RESOLUTION OF THE TOWN OF HORIZON CITY, TEXAS, ESTABLISHING PRIORITIES FOR THE 89TH LEGISLATIVE SESSION IN TEXAS, AND AUTHORIZING THE MAYOR AND HIS DESIGNEES TO COMMUNICATE WITH THE OFFICE OF THE GOVERNOR AND TEXAS LEGISLATURE ON BEHALF OF THE TOWN OF HORIZON CITY, TEXAS.

WHEREAS, during the 2023 Legislative Session more than 8,345 bills and joint resolutions were introduced, approximately 1,258 of them passed, of which 230 affected the governing of Texas municipalities in a substantial way;

WHEREAS, the City Council of the Town of Horizon (“City Council”) is committed to good governance, intergovernmental cooperation, and the furtherance of democracy at the local level;

WHEREAS, the City Council finds it to be in the public interest, and necessary for the public health, safety, and welfare of the citizens of the Town of Horizon City to convey to the Office of the Governor and the Texas Legislature the opinions, views, and insights of those serving the Town of Horizon City;

WHEREAS, the City Council acknowledges that the Governor and members of the Texas Senate and the Texas House of Representatives can benefit from the ongoing exchange of information with locally elected public officials; and

WHEREAS, the City Council has identified the following topics worth memorializing on behalf of the citizens of the Town of Horizon City.

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

A. SUPPORT-

- 1. *Interlocal Cooperation:*** The City Council hereby supports legislation that enhances federal, state, and local cooperation.
- 2. *Local Democracy:*** The City Council hereby supports legislation that upholds the authority of local governments and reinforces the ability of locally elected leaders to advance the priorities of their citizens and their ability to respond to community challenges and

Horizon City Resolution

Legislative Agenda

Page 1 of 3

opportunities.

3. **Preserves Municipal Authority:** The City Council hereby supports legislation that maintains or expands the ability of locally elected legislative bodies to enact local laws and administer regulatory programs.
4. **Protect Municipal Revenue:** The City Council hereby supports legislation that protects the ability of locally elected legislative bodies to assess taxes and impose fees necessary to fund municipal programs, projects, and facilities consistent with the needs of local residents and local businesses.
5. **Texas Municipal League Legislative Program:** The City Council hereby supports the Texas Municipal League Legislative Program.

B. OPPOSITION-

1. **Preemption:** The City Council hereby opposes legislation that erodes, weakens, or supersedes the ability of locally elected leaders to respond to local challenges or opportunities unique to the community.
2. **Annexation & Extraterritorial Jurisdiction (ETJ):** The City Council hereby opposes legislation that results in the inability to expand the City Limits or decreases the size of the ETJ thus hindering the City's ability to engage in long-term strategic land use planning or the expansion of utility, street, and drainage infrastructure.
3. **Revenue Reduction:** The City Council hereby opposes legislation that expands appraisal caps, imposes revenue caps on *ad valorem* (property) taxes, restricts sales taxes, limits administrative fees, caps right-of-way fees, commandeers municipal court fines or fees, or otherwise reduces local revenue sources.
4. **Intergovernmental Communications:** The City Council hereby opposes legislation that prohibits the expenditure of municipal funds on professional communications and advocacy services, including lobbying and trade association memberships that would help the City track, understand, or influence legislation.

C. ADMINISTRATION-

1. **Delegation:** The City Council directs staff to provide a copy of this Resolution to the City's legislative delegation, that being State Senator Cesar Blanco, and State Representative Mary Rodriguez.
2. **Advocacy:** The Mayor and his designees are hereby authorized to advocate on behalf of the City consistent with this Resolution and otherwise convey the positions expressed herein.

3. *Texas Municipal League:* The City Council directs City staff to provide a copy of this Resolution to the Texas Municipal League.

DULY RESOLVED & ADOPTED by the City Council of the Town of Horizon City, Texas, on this, the ___ day of _____ 2025.

TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth, City Attorney



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: February 7, 2025
To: Honorable Mayor and Members of City Council
From: Teresa Quezada, CIP Manager
SUBJECT: Discussion and Action: On a Resolution authorizing the Mayor to sign the First Amendment to the Interlocal Agreement with the Camino Real Regional Mobility Authority to supplement the services of the Authority to procure and manage construction of the project - Rodman Street Shared Use Path (SUP)

The attached resolution authorizes the Mayor to sign the first amendment to the interlocal agreement (ILA) with the Camino Real Regional Mobility Authority (CRRMA) for the construction phase of Rodman Street Shared Use Path.

In August 2023, Council authorized the initial Interlocal agreement with the CRRMA which allowed the CRRMA to design the project on behalf of the Town.

This project is funded through the Transportation Alternatives Set-Aside (TASA) program which funds transportation projects that address the needs of all transportation system users such as cyclists and pedestrians. Now that design is complete, the Town and the CRRMA have coordinated for the CRRMA to utilize its approved procurement processes to advertise the construction project. Following TXDOT processes, the CRRMA will enter into an Advance Funding Agreement (AFA) with TXDOT to have access and draw down the construction phase funding for the project.

This amendment adds **\$188,948.60** to the original ILA for a total of **\$454,846.51**. The additional amount represents the Town's 20% share of the construction phase of the project. Funding for this amount is available through the 2023 Certificates of Obligation.

Staff recommends approval.

RESOLUTION

WHEREAS, the **TOWN OF HORIZON CITY, TEXAS** (the “Town”) and the **CAMINO REAL REGIONAL MOBILITY AUTHORITY** (the “Authority”) entered into an Interlocal Agreement – Project Development Agreement for the Rodman Street Shared Use Path Project dated August 29, 2023 (the Interlocal Agreement), which provided the Authority with funds from the Town for the completion of design plans necessary for the Rodman Street Shared Use Path (the Project); and

WHEREAS, the design plans for the Project are nearing completion and the Parties now desire to amend the Interlocal Agreement to allow the Parties to advance to the construction phase of the Project.

NOW, THEREFORE, be it resolved by the City Council as follows:

That the Mayor be authorized to sign the First Amendment to the Interlocal Agreement by and between the Town and the Authority to supplement the services of the Authority to procure and manage construction of the Project for the sum of \$188,948.60.

Signed and approved the ____ day of February 2025.

TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
City Attorney

FIRST AMENDMENT
INTERLOCAL AGREEMENT
PROJECT DEVELOPMENT AGREEMENT FOR THE
RODMAN STREET SHARED USE PATH PROJECT

THIS FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT (the Amendment) is made and entered into effective as of the ____ day of _____, 2025, by and between the TOWN OF HORIZON CITY, TEXAS (the Town) and the CAMINO REAL REGIONAL MOBILITY AUTHORITY (the Authority), (collectively, the Parties), for the purposes described herein.

WITNESSETH:

WHEREAS, the Town and the Authority entered into an Interlocal Agreement – Project Development Agreement for the Rodman Street Shared Use Path Project dated August 29, 2023 (the Interlocal Agreement), which provided the Authority with funds from the Town for the completion of design plans necessary for the Rodman Street Shared Use Path (the Project); and

WHEREAS, the design plans for the Project are nearing completion and the Parties now desire to amend the Interlocal Agreement to allow the Parties to advance to the construction phase of the Project.

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

1. Replacement of EXHIBIT A. The parties hereby agree to delete **EXHIBIT A** from the Interlocal Agreement in its entirety and replace it with **EXHIBIT A-1**, which is attached hereto and incorporated herein for all purposes.

2. Replacement of EXHIBIT B. The parties hereby agree to delete **EXHIBIT B** from the Interlocal Agreement in its entirety and replace it with **EXHIBIT B-1**, which is attached hereto and incorporated herein for all purposes.

3. Replacement of EXHIBIT C. The parties hereby agree to delete **EXHIBIT C** from the Interlocal Agreement in its entirety and replace it with **EXHIBIT C-1**, which is attached hereto and incorporated herein for all purposes.

4. Ratification. Except as expressly amended by this Amendment, the Interlocal Agreement and its exhibits shall remain in full force and effect.

5. Execution in Counterparts. This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered

fully executed as of the date first written above, when both Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

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

TOWN OF HORIZON CITY, TEXAS

Andres Renteria, Mayor

ATTEST:

Elvia Schuller, City Clerk

**CAMINO REAL
REGIONAL MOBILITY AUTHORITY**

Joyce A. Wilson, Chair

ATTEST:

Monica L. Perez
Board Secretary

EXHIBIT A-1

RODMAN STREET SHARED USE PATH PROJECT PROJECT DESCRIPTION

The Project Description originally identified in **EXHIBIT A** of the Interlocal Agreement is hereby supplemented by the provision of those additional services necessary for the Authority to procure and manage the construction of the Project. The Project is more fully defined by the design plans developed by the Parties pursuant to the Interlocal Agreement (the Plans). Such additional services shall include, but not be limited, to those construction, oversight, and management services reasonably anticipated for a construction project similar in size and scope to the Project, as defined by the Plans. All such services shall be provided by the Authority or its consultants and contractors in coordination with the Town but shall be limited by the Project Budget identified in **EXHIBIT C-1** of this Amendment.

[END OF EXHIBIT]

EXHIBIT B-1

RODMAN STREET SHARED USE PATH PROJECT PROJECT RESPONSIBILITIES

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

[END OF EXHIBIT]

EXHIBIT C-1

**RODMAN STREET SHARED USE PATH PROJECT
PROJECT BUDGET**

DESCRIPTION	TOTAL ESTIMATED COST	AUTHORITY PAYS WITH TOWN FUNDS	AUTHORITY PAYS WITH OTHER FUNDS
ROW	\$ 0.00	\$ 0.00	\$ 0.00
UTILITY RELOCATION	\$ 0.00	\$ 0.00	\$ 0.00
PERMITS & SERVICES	\$ 0.00	\$ 0.00	\$ 0.00
ENGINEERING	\$ 265,897.91	\$ 265,897.91	\$ 0.00
CONSTRUCTION	\$ 188,948.60	\$ 188,948.60	\$ 0.00
MISCELLANEOUS	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	\$ 454,846.51	\$ 454,846.51	\$ 0.00

NOTES:

1. The table above identifies anticipated uses by the Authority of available funds by category. However, the Authority is not limited in its use of funds by such categories and is expressly authorized to utilize funds from any category in the development of the Project, as needed; provided the Authority coordinates all such uses with the Town.
2. The Authority shall submit monthly invoices to the Town for administration, design, design oversight, construction, and construction oversight services rendered by the Authority and its consultants and contractors, which shall be paid by the Town within thirty (30) days of receipt. Submittals shall also include status reports in a form and style agreed upon by the Town.
3. The funding categories identified above include those activities customarily provided in the design and construction of a project similar in size and scope to the Rodman Shared Use Path Project and expressly include design services, design oversight services, construction services, construction oversight services, and administrative expenses.

[END OF EXHIBIT]

**TOWN OF HORIZON CITY
2025 BUDGET AMENDMENT 01
GENERAL FUND**

<u>Account</u>	<u>Current Budgeted Amount</u>	<u>Amendment</u>	<u>Revised Budgeted Amount</u>
Salaries - Public Safety 01-505-5010	\$2,440,469.00	(\$3,102.00)	\$2,437,367.00
Capital Lease Interest & Capital Lease Principal -Public Safety 01-507-6255 & 01-507-6245	\$132,245.00	\$3,102.00	\$135,347.00
Vehicles - Public Safety 01-507-6035	\$0.00	\$55,000.00	\$55,000.00
Proceeds from Capital Lease Principal	\$0.00	\$55,000.00	\$55,000.00

TOWN OF HORIZON CITY, TEXAS

ORDINANCE NO. _____

AN ORDINANCE CALLING A SPECIAL ELECTION BY THE QUALIFIED VOTERS OF THE TOWN OF HORIZON, TEXAS ON MAY 3, 2025 FOR THE PURPOSE OF SUBMITTING A PROPOSITION ON THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX IN THE TOWN OF HORIZON CITY AT THE RATE OF ONE- FORTH (1/4) OF ONE PERCENT (1%) TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS; MAKING PROVISION FOR THE CONDUCT OF SUCH ELECTION; RESOLVING OTHER MATTERS INCIDENT AND RELATED TO SUCH ELECTIONS; PROVIDING FOR INVALIDITY, PROPER NOTICE AND PUBLIC MEETING, AND AN EFFECTIVE DATE. THE TAX WILL EXPIRE ON THE FOURTH (4TH) ANNIVERSARY OF THE DATE OF THE ELECTION UNLESS THE IMPOSITION OF THE TAX IS REAUTHORIZED.

WHEREAS, an election was held on November 2, 2010, to authorize the City Council ("Council") of the Town of Horizon City, Texas ("City") to levy and collect a sales and use tax within the City under provisions of Chapter 327, as amended, Texas Tax Code ("Act") for the maintenance and repair of municipal streets, which sales tax was extended pursuant to state law on May 6, 2017.

WHEREAS, the City Council ("Council") of the Town of Horizon City, Texas ("City") hereby finds and determines that an election should be held to determine whether to reauthorize the Council to levy and collect a sales and use tax within the City under provisions of Chapter 327, as amended, Texas Tax Code ("Act") for the maintenance and repair of municipal streets; and

WHEREAS, the City intends to hold a special election in conjunction with the May 3, 2025 Texas General Election (Constitutional); and

WHEREAS, in accordance with the requirements of the Act, the combined rate of all local sales tax and use taxes imposed by the City and other political subdivisions having territory in the City and will not exceed two percent (2%); and

WHEREAS, the Council hereby finds and determines that the holding of this election on the aforementioned date is in the best interest of the citizens of the Town of Horizon City.

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

SECTION 1. PROPOSITION

That in compliance and in accordance with the laws and the constitution of the State of Texas, an election shall be held on the May 3, 2025, the same day as the 2025 Texas General Election (Constitutional), in the Town of Horizon City, Texas which date is not less than fifteen (15) nor more than ninety (90) days from the date of the adoption of this ordinance ("Ordinance") for the purpose of submitting the following proposition to the qualified voters of the City:

PROPOSITION

THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX IN THE TOWN OF HORIZON CITY, TEXAS AT THE RATE OF ONE-FOURTH (1/4) OF ONE PERCENT (1%) TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS.

PROPUESTA

LA REAUTORIZACION DEL IMPUESTO DE VENTAS Y USO LOCALESEN EN LA CIUDAD DE HORIZON CITY, TEXAS A RAZON DE UN-CUARTO (1/4) DE UN PORCIENTO (1%) PARA CONTINUAR PROPORCIONANDO INGRESOS PARA EL MANTENIMIENTO Y LA REPARACION DE LAS VIAS PUBLICAS DEL MUNICIPIO.

SECTION 2. CONTRACT WITH ELECTIONS DEPARTMENT

The joint election agreement and contract between El Paso County Elections Department and the Town of Horizon City (the "Contract"), shall be incorporated herein for all purposes, and the Mayor or his designee is authorized to finalize and execute any such Contract. In the event of a conflict between this Ordinance and such Contract, the Contract shall control.

SECTION 3. CONDUCT OF ELECTIONS

- A. The City Clerk, together with the El Paso County Elections Administrator, shall cause the official ballot to be prepared in said election.
- B. The El Paso County Elections Administrator will conduct this election as a joint election with El Paso County.
- C. That the polls shall be kept open from 7:00 a.m. until 7:00 p.m. on the day of the election, and at such election, all qualified voters in the Town are authorized to vote for or against the Proposition, with due return being made to the Council showing the number of votes cast for and against the Proposition.
- D. That electronic voting machines, as certified for use by the El Paso County Elections Administrator, shall be used for voting at the regular polling places in such election, and for the casting of early ballots by persons voting early by personal appearance.

SECTION 4. ELECTION JUDGES

The Presiding Election Judge and Alternate Presiding Election Judge shall be appointed as indicated in the Contract and authorized by Chapter 271 of the Texas Election Code.

SECTION 5. EARLY VOTING AND DESGNATED CLERK, POLLING PLACES, TIMES

That Lisa Wise, County Elections Administrator, is designated and shall be the early voting clerk for said election. Early voting by personal appearance shall commence April 22, 2025 and shall continue until April 29, 2025. The County Courthouse, 500 E. San Antonio, El Paso, Texas, is hereby designated as the main early voting polling place for said election. In addition, early voting may also occur at such branch early voting polling places as are designed herein or otherwise

designated by the El Paso County Elections Administrator and for which notice is given, and early voting on Saturday and Sunday is ordered. The City Clerk is authorized to revise or add exhibits to this Resolution and to the Order of Election designating these early voting locations and times for voting as are established or revised by the El Paso County Elections Administrator.

That the polling places located in the Town of Horizon City for this election shall at a minimum be as follows:

PRECINCT	LOCATION	ADDRESS
158	Horizon Heights Elementary School	1360 I Ryderwood Ave.
168	Desert Hills Elementary School	300 N. Kenazo Dr.
169	Carroll T. Welch Intermediate School	14510 McMahone Ave
180	Desert Wind Pre K-8 School	1100 Colina De Paz Dr.

Pursuant to Section 43.007 of Texas Election Code, the County of El Paso has established a countywide polling place program and voters may vote at any of the Polling Places designated by the El Paso County Elections Administrator pursuant to state law.

On at least two weekdays during the early voting period, the location for early voting shall be open for at least twelve (12) hours as mandated by state law. Early voting by personal appearance will be conducted on the following days and times:

From April 22, 2025 through April 29, 2025 from 8:00 a.m. to 5:00 p.m.

On April 26, 2025 to April 27, 2025 from 12:00 p.m. (noon) to 5:00 p.m.

On April 28, 2025 to April 29, 2025 from 10:00 a.m. to 7:00 p.m. (designated dates for extended hours)

Early voting by personal appearance will be conducted at the primary early voting location in Horizon City, at:

OZ GLAZE SENIOR CENTER, 13969 Veny Webb, Horizon City, Texas,

and at any other place as shall be designated by the County Elections Administrator and for which notice is given by the City Clerk.

SECTION 6. EARLY VOTING BY MAIL

The Elections Administrator shall be responsible for the Early Voting applications and ballots. Applications for early voting ballot by mail may be delivered to: El Paso County Early Voting Clerk, El Paso County Courthouse, 500 E. San Antonio, El Paso, Texas or, if by use of a contract carrier, applications can be delivered to: El Paso County Early Voting Clerk, 500 E. San Antonio, Lower Level, Ste. L1 15, El Paso, TX 79901, 79901, no later than the close of regular business in the Early Voting Clerk's office, or 12 noon, whichever is later on the 11th day before the date of the Election or as may otherwise be required by law. The City Clerk is hereby directed to forward applications and ballots that are received by her to the Elections Administrator.

SECTION 7. BALLOTS

The official ballots shall be prepared in accordance with the Texas Election Code, as amended, so as to permit electors to vote "FOR" or "AGAINST" the aforesaid proposition, which shall appear on the ballot substantially as follows:

"THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX IN THE TOWN OF HORIZON CITY, TEXAS, AT THE RATE OF ONE-FOURTH (1/4) OF ONE PERCENT (1%) TO CONTINUE PROVIDING REVENUE FOR THE MAINTENANCE AND REPAIR OF MUNICIPAL STREETS."

"LA REAUTORIZACION DEL IMPUESTO DE VENTAS Y USOS LOCALES EN LA CIUDAD DE HORIZON CITY, TEXAS A RAZON DE UN-CUARTO (1/4) DE UN PORCIENTO (1%) PARA CONTINUAR PROPORCIONANDO INGRESOS PARA EL MANTENIMIENTO Y LA REPARACION DE LAS VIAS PUBLICAS DEL MUNICIPIO."

SECTION 8. QUALIFIED ELECTORS

All resident qualified electors of the City shall be permitted to vote at said election and, on the day of the election, such electors shall vote at the polling place designated for the Election Precinct.

SECTION 9. ELECTION NOTICE

A proper notice of this election, including a Spanish translation thereof, shall be posted not later than the 21st day before the election on the bulletin board used for posting notices of meetings of the City Council and shall also be published at least once and not earlier than the 30th day nor later than the 10th day before the election in a newspaper of general circulation in the Town of Horizon City.

SECTION 10. NECESSARY EXPENDITURES

All expenditures necessary for the conduct of the election, the purchase of materials therefore, and the employment of all election officials are hereby authorized, and shall be conducted in accordance with the Contract and the Code.

SECTION 11. RECITALS INCORPORATED

The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

SECTION 12. CONFLICTING ORDINANCES OR RESOLUTIONS

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

SECTION 13. INVALIDITY

If any provisions of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City

Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 14. PROPER MEETING

It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 15. EFFECTIVE DATE

This Ordinance shall be in force and effect from and after the date of its adoption, and it is so ordained.

PASSED AND ADOPTED this, the ____ day of February, 2025.

TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth, City Attorney

