



HORIZON CITY

Incorporated 1988

**AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, June 14, 2022, 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, June 14, 2022 at 6:00 PM** at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following will be discussed and considered:

Meeting Video:

<https://fb.watch/dFE03Fz33Y/>

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

CONSENT AGENDA

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

- 3. **Approval of Minutes from:** **4**
 Mayor/City Clerk
 5/10/22 Regular City Council Meeting.
- 4. **Discussion and Action:** **10**
 Mayor/CIP Manager
 On an update on the Capital Improvement Program.
- 5. **Discussion and Action:** **33**
 Mayor/Finance Director
 On a resolution that the Mayor be authorized to sign an Interlocal Agreement by and between the City of Grand Prairie and the Town of Horizon City whereby each municipality is authorized to participate in the other's current and/or future contracts for goods and services provided said contracts shall have been established in accordance with all appropriate procedures governing competitive bids and competitive proposals, if required.
- 6. **Discussion and Action:** **40**
 Mayor/Finance Director
 On a resolution approving City officials and Horizon City Type 4B Economic Development Corporation (EDC) officials with signature authority on EDC bank accounts at Wells Fargo and WestStar financial institutions.
- 7. **Discussion and Action:** **42**
 Mayor/Planning Director
 On a Resolution to accept the park improvements as constructed with the Rancho Desierto Bello Unit 13 Phase 1 subdivision for maintenance and to accept the required maintenance bond.
- 8. **Request to Excuse Absent Council Members:**
- 9. **Approval of Consent Agenda Items:**
- REGULAR AGENDA**
- 10. **Presentation:** **45**

Mayor/Chief Vargas

On the recognition of Officers Benjamin Sierra, Victor Vasquez and Cameron Zeiger who have been promoted to Corporal Officers.

11. Presentation:

48

Mayor/Chief Vargas

On a Proclamation declaring May 15 - May 21, 2022 as Police Week.

12. Discussion and Action:

Mayor/Chief Vargas

On a request from RevIve Medical, PLLC, for a letter of support from the Town of Horizon City to support RevIve Medical, PLLC in applying for an emergency medical services provider license from the Texas Department of State Health Services, and that the City Council determine that the addition of another licensed emergency medical services provider will not interfere with or adversely affect the provision of emergency medical services by the licensed emergency medical services providers operating in Horizon City; that the addition of another licensed emergency medical services provider will remedy an existing provider shortage that cannot be resolved through the use of the licensed emergency medical services providers operating in Horizon City; and that the addition of another licensed emergency medical services provider will not cause an oversupply of licensed emergency medical services providers in Horizon City.

13. Discussion and Action:

49

Mayor/Chief Vargas

That the Horizon City Chief of Police be authorized to sign a Contract For Police Recruit Officer And Commitment To Serve by and between the Town of Horizon City, Texas and individuals training to be police officers with the Horizon City Police Department.

14. Discussion:

59

Mayor/Planner

1st Reading of Ordinance No. 0102, Amendment No. 035, An ordinance amending the Municipal Code of the Town of Horizon City, Texas, Chapter 14 (Zoning), Exhibit A (Zoning Ordinance), to revise and amend the following: Chapter 2 (Definitions) to revise the definitions of accessory structure, awning, canopy, carport, and garage; Section 807 (Permitted Accessory Uses) to allow detached carports, and Section 812 (Yards) to revise the regulations of side and rear yards, side street yard and front yards to allow a carport, open at a minimum of three (3) sides, for single-family dwellings or multifamily units; and providing for the following: findings of fact; repealer; severability; proper notice and hearing; the penalty being as provided in Subchapter 8, Section 810, of the City Code of the Town of Horizon City, Texas, creating a misdemeanor punishable by a fine not to exceed \$2,000.00.

15. Executive Session

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

Adjournment:

Motion to Adjournment: _____ 2nd _____

Dated this Friday, 6/10/2022

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, 6/10/2022 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, May 10, 2022, 6:00 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas was held on **Tuesday, May 10, 2022 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. Council Members Walter Miller and Ralph Padilla were 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:

4/12/22 Regular City Council Meeting

4. Discussion and Action:

Mayor/Finance Director
On the approval of the City's Investment Policy.

5. Discussion and Action:

Mayor/Planning Director
On resolution authorizing the Mayor to sign an agreement between the Town of Horizon City and Johnson Controls, Inc. for the donation of trees and shrubs to be planted in a S. Darrington Road median in honor of Earth Day.

6. Request to Excuse Absent Council Members:

Alderman Rafael Padilla Jr.

7. Approval of Consent Agenda Items:

A motion was made by Alderman Duran and seconded by Alderman Renteria to excuse absent Council Members Miller and approve the remainder of the Consent Agenda. The CITY CLERK polled the Council: MILLER – Absent; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Absent; CORRAL – Aye. Motion passed.

REGULAR AGENDA

Item #8 was taken after Item #9

8. Presentation:

Mayor

On a presentation by Horizon Communities Improvement Association (HCIA) General Manager, Roxanne Jurado explaining the annual fees currently being collected from certain Horizon City residents.

HCIA General Manager, Roxanne Jurado spoke regarding this item.

9. Discussion and Action:

Mayor

On the request of ReViVe Medical, PLLC, for a letter of support from the Town of Horizon City to support ReViVe Medical, PLLC in applying for an emergency medical services provider license from the Texas Department of State Health Services, and that the City Council determine that the addition of another licensed emergency medical services provider will not interfere with or adversely affect the provision of emergency medical services by the licensed emergency medical services providers operating in Horizon City; that the addition of another licensed emergency medical services provider will remedy an existing provider shortage that cannot be resolved through the use of the licensed emergency medical services providers operating in Horizon City; and that the addition of another licensed emergency medical services provider will not cause an oversupply of licensed emergency medical services providers in Horizon City.

Elite Medical Transport President, Rob Campion and ReViVe Medical Transport Managing Partners, Carlos Alarcon and Michael Sarabia spoke regarding this item.

A motion was made by Alderman Renteria and seconded by Alderman Ortega to direct staff to gather additional data and report back to Council at the next regular council meeting with their findings. The CITY CLERK polled the Council: MILLER – Absent; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Absent; CORRAL – Nay. Motion passed.

10. Discussion and Action:

Mayor/Finance Director

On a resolution that the City's Finance Director be authorized to establish a management investment account with Allspring Global Investments, LLC as recommended by Wells Fargo, the City's financial advisor, and the City's Finance Director is authorized to sign all documents related to the establishment of such an account.

Finance Director, Pat Randleel, spoke regarding this item.

A motion was made by Alderman Renteria and seconded by Alderman Duran to direct staff to approve the resolution that the City's Finance Director be authorized to establish a management investment account with Allspring Global Investments, LLC as recommended by Wells Fargo, the City's financial advisor, and the City's Finance Director is authorized to sign all documents related to the establishment of such an account. The CITY CLERK polled the Council: MILLER – Absent; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Absent; CORRAL - Aye. Motion passed.

11. Discussion and Action:

Mayor/Finance Director

On a resolution approving City official with signature authority on City bank accounts at Wells Fargo.

Finance Director, Pat Randleel, spoke regarding this item.

A motion was made by Alderman Renteria and seconded by Alderman Duran to direct staff to approve the resolution approving City official Alderman Place 4 and the additional recommended members of staff with signature authority on City bank accounts at Wells Fargo. The CITY CLERK polled the Council: MILLER – Absent; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Absent; CORRAL – Aye. Motion passed.

12. **Discussion and Action:**

Mayor/CIP Manager

On an update on the Capital Improvement Program and a presentation of the three-year (2022 - 2024) capital program for the 2022-2023 Fiscal Budget year.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Alderman Renteria and seconded by Alderman Duran to acknowledge and accept the presentation of the three-year (2022 - 2024) capital program for the 2022-2023 Fiscal Budget year. The CITY CLERK polled the Council: MILLER – Absent; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Absent; CORRAL – Aye. Motion passed.

13. **Discussion and Action:**

Mayor/CIP Manager

On a Resolution that the Mayor be authorized to sign a Third Amendment to the Engineering Services Agreement for Professional Services (Oxbow, Pawling, And Breaux Streets Improvement Project)(Engineering and Review Services) between the Town of Horizon City, Texas and Huitt-Zollars, Inc. to amend the scope of services for the Oxbow and Pawling Street Project and to combine the Breaux Street Improvement Project and the Oxbow and Pawling Street Improvement Project into one construction project to be known as the Oxbow, Pawling and Breaux Streets Improvement Project.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Alderman Renteria and seconded by Alderman Quiroz to approve the Resolution authorizing the Mayor to sign a Third Amendment to the Engineering Services Agreement for Professional Services (Oxbow, Pawling, And Breaux Streets Improvement Project)(Engineering and Review Services) between the Town of Horizon City, Texas and Huitt-Zollars, Inc. to amend the scope of services for the Oxbow and Pawling Street Project and to combine the Breaux Street Improvement Project and the Oxbow and Pawling Street Improvement Project into one construction project to be known as the Oxbow, Pawling and Breaux Streets Improvement Project. The CITY CLERK polled the Council: MILLER – Absent; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Absent; CORRAL – Aye. Motion passed.

Asst. City Atty, Terry Cullen requested Item #13 be reconsidered after Item #20 to amend “Third” Amendment to “Fifth” Amendment on this agreement.

A motion was made by Alderman Corral and seconded by Alderman Duran to reconsider the original motion on item #13 as requested by the Asst. City Attorney. The CITY CLERK polled the Council: MILLER – Absent; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Absent; CORRAL – Aye. Motion passed.

A motion was made by Alderman Duran and seconded by Alderman Quiroz to accept the amended language from Third Amendment to Fifth Amendment on this agreement. The CITY CLERK polled the Council: MILLER – Absent; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Absent; CORRAL – Aye. Motion passed.

14. Discussion and Action:

Mayor/CIP Manager

On a resolution that the First Amendment to the Engineering Services Agreement for Professional Services (CIP 2018) by and between the Town of Horizon City and Huitt-Zollars, Inc. for continued services for the Capital Improvement Program 2018, approved by the City Council on April 12, 2022, is ratified and the Mayor is authorized to sign the First Amendment to the Engineering Services Agreement for Professional Services (CIP 2018) with a revised Attachment "A-1" dated April 8, 2022.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Renteria to approve the resolution that the First Amendment to the Engineering Services Agreement for Professional Services (CIP 2018) by and between the Town of Horizon City and Huitt-Zollars, Inc. for continued services for the Capital Improvement Program 2018, approved by the City Council on April 12, 2022, is ratified and the Mayor is authorized to sign the First Amendment to the Engineering Services Agreement for Professional Services (CIP 2018) with a revised Attachment "A-1" dated April 8, 2022. The CITY CLERK polled the Council: MILLER – Absent; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Absent; CORRAL – Aye. Motion passed.

15. Discussion and Action:

Mayor/CIP Manager

On a resolution that the Mayor be authorized to sign a First Amendment to the Engineering Services Agreement for Professional Services (Corcoran (Corky) Park) by and between the Town of Horizon City and Huitt-Zollars, Inc. for additional services and to include additional contractual provisions required by state law.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Quiroz to approve the resolution that the Mayor be authorized to sign a First Amendment to the Engineering Services Agreement for Professional Services (Corcoran (Corky) Park) by and between the Town of Horizon City and Huitt-Zollars, Inc. for additional services and to include additional contractual provisions required by state law. The CITY CLERK polled the Council: MILLER – Absent; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Absent; CORRAL – Aye. Motion passed.

16. Discussion and Action:

Mayor/Planning Director

On a resolution that the Mayor be authorized to sign a letter to allow the Bojorquez Law Firm to jointly represent the Town of Horizon City, Texas and the City of San Elizario, Texas as members of the El Paso Area Transportation Service Local Government Corporation.

Planning Director, Michelle Padilla spoke regarding this item.

A motion was made by Alderman Corral and seconded by Alderman Renteria to approve the resolution that the Mayor be authorized to sign a letter to allow the Bojorquez Law Firm to jointly represent the Town of Horizon City, Texas and the City of San Elizario, Texas as members of the El Paso Area Transportation Service Local Government Corporation. The CITY CLERK polled the Council: MILLER – Absent; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Absent; CORRAL – Aye. Motion passed.

17. Discussion and Action:

Mayor/Planning Director

On preliminary and final plat applications for Rancho Desierto Bello Unit Fifteen Phase 1 subdivision (#SUB002496-2022), legally described as being a portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas. Application submitted by TRE & Associates.

Planning Director, Michelle Padilla spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Renteria to approve the preliminary and final plat applications for Rancho Desierto Bello Unit Fifteen Phase 1 subdivision (#SUB002496-2022) as per staff recommendations. The CITY CLERK polled the Council: MILLER – Absent; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Absent; CORRAL – Aye. Motion passed.

18. Discussion and Action:

Mayor/Planning Director

On preliminary and final plat applications for Rancho Desierto Bello Unit Fifteen Phase 2 subdivision (#SUB002497-2022), legally described as being a portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas. Application submitted by TRE & Associates.

Planning Director, Michelle Padilla spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Renteria to approve the preliminary and final plat applications for Rancho Desierto Bello Unit Fifteen Phase 2 subdivision (#SUB002496-2022) as per staff recommendations. The CITY CLERK polled the Council: MILLER – Absent; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Absent; CORRAL – Aye. Motion passed.

19. Discussion and Action:

Mayor/Asst. City Atty

On a Resolution by the City Council of the Town of Horizon City approving the use of certain hedging contracts by Texas Gas Service Company, 2022-2023.

Asst. City Atty, Terri Cullen spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Quiroz to approve the Resolution by the City Council of the Town of Horizon City approving the use of certain hedging contracts by Texas Gas Service Company, 2022-2023. The CITY CLERK polled the Council: MILLER – Absent; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Absent; CORRAL – Aye. Motion passed.

20. Discussion and Action:

Mayor/Asst. City Atty

On the Resolution to suspend for 45 days the implementation of Texas Gas Service's Interim Rate Adjustment requested in their 2021 Gas as Reliability Infrastructure Program (GRIP) filing to recover capital investments made in 2021.

Asst. City Atty, Terri Cullen spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Quiroz to approve the Resolution to suspend for 45 days the implementation of Texas Gas Service's Interim Rate Adjustment requested in their 2021 Gas as Reliability Infrastructure Program (GRIP) filing to recover capital investments made in 2021. The CITY CLERK polled the Council: MILLER – Absent; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Absent; CORRAL – Aye. Motion passed.

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 551.086 (Economic Development).

ADJOURNMENT

A motion was made by Alderman Corral and seconded by Alderman Duran to adjourn at 7:39 PM.

Approved this ____ day of _____, 20__.

Attest:

Elvia Schuller, City Clerk

Ruben Mendoza, Mayor

Town of Horizon City Capital Improvement Program

June 14, 2022
Council Meeting

Oxbow & Pawling Street Improvements

- Coordinating with HRMUD's water line projects on Breaux and Oxbow
- Project will likely follow HRMUD project for improvements on Horizon Blvd., Breaux and Oxbow – mid 2022.
- Design starting June 2022

Municipal Facilities – Phase 1

To meet USDA Requirements, staff is working on the following:

- Council approval of the letter of intent outlining loan conditions
- Updating engagement with bond counsel 12
- Bond ordinance
- USDA review of final plans and specifications – coordinating with consultant and USDA
- Updated estimate for construction

Municipal Facilities – Phase 1



Rendering from Exigo Architecture – December 2020

Golden Eagle Park

Construction

- Construction contract awarded September 16, 2019
- Construction Start – Fall 2019
- Contractual completion date – Fall 2020
- Reinstating weekly meetings to address pending issues:
 - Pump operation
 - Splash Park operations

Desmond Corcoran (Corky) Park

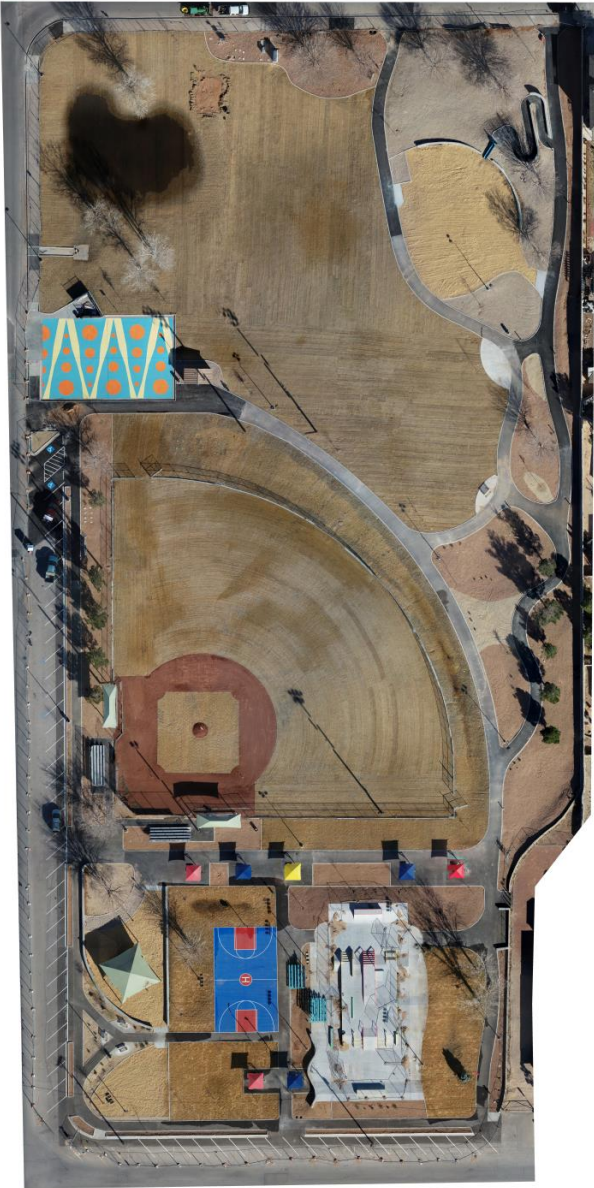
Construction

- Construction start – January 11, 2021
- Updated Construction completion late Spring/early Summer 2022
- Pending re-installation of climbing feature
- Soft opening for Memorial Day weekend and use for first Movies in the Park

Desmond Corcoran (Corky) Park



Desmond Corcoran (Corky) Park



Benton/Ryderwood Dog Park

- Updating scope
- Scheduling design to begin in first half of 2022

Regional Park

- **Goal** is to plan a regional facility that:
 - Meets Town's needs for park space;
 - Includes facilities and amenities that are sustainable; and
 - Fosters high value commercial development and activity in the vicinity

ADA Transition Plan

- Statements of qualifications have been received.
- In evaluation phase.

Street Maintenance Fund

2020 Street Maintenance Program

Maintenance efforts on

- N. Darrington
- Duanesburg from McMahan to S. Kenazo
- Acra

Striping on Darrington completed

Scheduled completion: April 2022

2022 Street Maintenance

Reviewing available funding to develop a pipeline for maintenance of other eligible streets

- Preparing packet for maintenance
 - S. Darrington
 - N. Kenazo
 - Industrial Park – Kenazo Dr., Weaver Rd. and Blair Rd.
- **Breaux** – to be packaged with Oxbow & Pawling

Federally- & State-Funded Project Updates

N. Darrington Reconstruction

- Environmental approval still pending
- Project scheduled for construction award in **FY 2023**
- Funding sources now include Coronavirus Response and Relief Supplemental Appropriations Act (**CRRSAA**) – reduces required local match
- Town staff continues working with TXDOT and design team to develop project
- Town staff and TXDOT working on Utility Coordination
- Staff developing funding options for gap between existing funding and project estimate.

N. Darrington Reconstruction - ROW

- Drainage requires property acquisition in TOD area
- Will prepare for acquisitions by
 - Coordinating with TXDOT for process to acquire parcels for pond and construction easements for storm sewer installation;
 - Procuring ROW professional and surveying services

Safety Projects

- **S. Darrington Safety Lighting** from Alberton to LTV Rd. – FY 2023
- **Project start – mid-2023**
- **N. Kenazo Safety Lighting** from Eastlake to Horizon Blvd. – FY 2022
- **Project start – first quarter of calendar 2023**
- To keep designed scope of work will be adding \$50,000 to project budget from 2014 C.O.s

Delays in project starts are due to long lead times for lighting fixture poles.

TIRZ/TOD Update

TOD Updates

TOD Architectural Guidelines – consultant developing report and recommendations to include form-based zoning for TOD.

TOD Updates

2022 RAISE Grant

Grant application submitted by due date in mid-April with

Resolutions of support from:

- ✓ EDC Board
- ✓ TIRZ Board
- ✓ City Council
- ✓ Transportation Policy Board
- ✓ HRMUD Board
- ✓ Commissioners Court
- ✓ El Paso Area Local Government Corporation

TOD Updates

Community Project Funding

- Submitted application through Congresswoman Escobar's office
- Visit from Congresswoman Escobar on May 31, 2022
- Award notification expected in 2nd half of 2022

Town of Horizon City Capital Improvement Program

June 14, 2022
Council Meeting



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: June 1, 2022
To: Honorable Mayor and Members of City Council
From: Gerardo “Efisio” Setzu, Purchasing Agent
SUBJECT: Resolution to Utilize Grand Prairie Contract for Angel Armor Purchases

Reference Item # . For Discussion and Action

This interlocal agreement enables us to piggyback off the Grand Prairie contract with Angel Armor. This will do several things; [1] One, it will enable us to add our purchases to their volume and continue to receive departmental pricing. [2] Second, it will enable us to avoid having to classify them as a sole source since there are other vendors who provide the same product with the same rating.[3] It will reduce time in the case we have to purchase a quantity that requires two or three quotes since Angel Armor has been competitively bid.

Angel Armor products are NIJ [National Institute of Justice] rated and approved which is what the police need as part of their uniform and safety equipment.

Grand Prairie needs the approved interlocal agreement to be submitted for their July 5 council session. Once approved, a contract with Angel Armor will be presented for council approval in our next meeting. This will finalize all legal requirements for the TOHC.

Lastly, this agreement will enable us to position the town to procure better equipment for our police department.

My request is that the Mayor and Council move to approve this resolution.

RESOLUTION

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, and Chapter 271.102 of the Texas Local Government Code authorize all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services; and

WHEREAS, the City of Grand Prairie (the "City") and the Town of Horizon City ("Horizon City") desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services; and

WHEREAS, the City and Horizon City represent that each are independently authorized to perform the functions or services contemplated by this Agreement; and

WHEREAS, it is deemed in the best interest of the City and Horizon City that said local governments enter into a mutually satisfactory agreement for the purchase of necessary equipment, supplies, and services; and

WHEREAS, the City and Horizon City are of the opinion that cooperation in the purchasing of equipment, supplies, services and auctions will be beneficial to the taxpayers of their local governments through the efficiencies and potential savings to be realized; and

WHEREAS, each party has sufficient resources to perform the functions contemplated by this Agreement.

NOW THEREFORE, be it resolved by the City Council of the Town of Horizon City:

That the Mayor be authorized to sign an Interlocal Agreement by and between the City of Grand Prairie and the Town of Horizon City whereby each municipality is authorized to participate in the other's current and/or future contracts for goods and services provided said contracts shall have been established in accordance with all appropriate procedures governing competitive bids and competitive proposals, if required.

PASSED AND ADOPTED this _____ day of _____, 2022.

TOWN OF HORIZON CITY

Ruben Mendoza, Mayor

ATTEST:

Elvia Schuller TRMC, City Clerk

APPROVED AS TO FORM:

Theresa Cullen Cordova

Theresa Cullen Cordova
Assistant City Attorney

APPROVED AS TO CONTENT:

Gerardo "Efisio" Setzu
Purchasing Agent

**MASTER INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE CITY OF GRAND PRAIRIE
AND THE TOWN OF HORIZON CITY**

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, and Chapter 271.102 of the Texas Local Government Code authorize all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services; and

WHEREAS, the City of Grand Prairie (the "City") and the Town of Horizon City ("Horizon City") desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services; and

WHEREAS, the City and Horizon City represent that each are independently authorized to perform the functions or services contemplated by this Agreement; and

WHEREAS, it is deemed in the best interest of the City and Horizon City that said local governments enter into a mutually satisfactory agreement for the purchase of necessary equipment, supplies, and services; and

WHEREAS, the City and Horizon City are of the opinion that cooperation in the purchasing of equipment, supplies, services and auctions will be beneficial to the taxpayers of their local governments through the efficiencies and potential savings to be realized; and

WHEREAS, each party has sufficient resources to perform the functions contemplated by this Agreement.

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as to each of the other as follows:

1. The City and Horizon City are authorized to participate in each other's current and/or future contracts for goods and services. Said contracts shall have been established in accordance with all appropriate procedures governing competitive bids and competitive proposals, if required.
2. The City designates its Purchasing Manager as its representative and Horizon City designates its Purchasing Agent as its representative in matters relating to Agreement.
3. The City and Horizon City agree that the ordering of goods and services is the responsibility of the participating local government seeking to obtain such goods and services under the established contract, and that the participating local government shall deal directly with the vendor in obtaining the goods and services and payment therefore. The participating local government shall be liable to the vendor only for goods and services

ordered and received by it, and shall not, by the execution of this Agreement, assume any additional liability. Neither the City nor Horizon City warrants, or is responsible for, the quality or delivery of goods or services from the vendor under contract. Should a dispute arise between a participating local government and a vendor, the same shall be handled by and between that participating local government and the vendor.

4. Each participating local government shall pay invoices directly to the providers of goods and services that are invoiced and delivered directly to each respective participating local government.
5. Participation of either local government in any cooperative purchasing activity is strictly voluntary. Nothing in this Agreement shall prevent either participating local government from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.
6. Each participating local government shall ensure that all applicable laws and ordinances have been satisfied.
7. This Agreement shall be effective when the last party signing causes the Agreement to be fully executed and will remain in full force and effect indefinitely. Any party may modify and/or terminate this Agreement in accordance with Paragraphs 8 and 9, respectively.
8. The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated by approval of the governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.
9. This Agreement may be terminated at any time by the City or Horizon City, with or without cause, upon thirty (30) days written notice to the other party in accordance with Paragraph 12 herein.
10. To the extent allowed by law, the City and Horizon City agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done under this Agreement.
11. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this

Agreement with legal terms and conditions approximating the original intent of the parties.

12. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person, sent by email, by fax with successful send confirmation, or by certified mail to the last business address as listed herein.

City of Grand Prairie:

Purchasing Division
Attn: Purchasing Manager
City of Grand Prairie
300 W. Main St.
PO Box 534045
Grand Prairie, TX 75050
Phone: (972) 237-8269
Fax: (972) 237-8265
purchasingfax@gptx.org

Horizon City:

Town of Horizon City
Attn: Purchasing Agent
14999 Darrington Road
Horizon City, TX 79921
Phone: (915) 852-1046 ext. #114
Fax: (915) 852-1005
gsetzu@horizoncity.org

13. It is understood that this Agreement contains the entire agreement between the parties and supercedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
14. No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
15. This Agreement has been made under and shall be governed by the laws of the State of Texas.
16. Performance and all matters related thereto shall be in the County of the government originating the bid. This shall be El Paso County, Texas, United States of America for Horizon City and shall be Dallas County, Texas, United States of America for the City.

17. Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective Government.
18. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.
19. The parties acknowledge that they understand and intend to be bound by the terms and conditions of this Agreement.
20. It is understood and agreed that this Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

CITY OF GRAND PRAIRIE

TOWN OF HORIZON CITY

BY:

Deputy City Manager

BY:

Ruben Mendoza, Mayor

DATE:

ATTEST:

Mona Lisa Galicia, City Secretary

ATTEST:

Elvia Schuller TRMC, City Clerk

DATE:

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Megan Mahan, City Attorney

Theresa Cullen Cordova

Theresa Cullen Cordova, Assistant City Attorney

APPROVED AS TO CONTENT:

Gerardo "Efisio" Setzu, Purchasing Agent

RESOLUTION

WHEREAS, the Horizon City Type 4B Economic Development Corporation (the “EDC”) is a nonprofit corporation established under Chapter 505 of the Texas Local Government Code by Horizon City Ordinance No. 0191 for the purpose of promoting economic development within the Town of Horizon City as permitted by Texas law; and

WHEREAS, pursuant to the March 10, 2020 Agreement for Administrative and Operational Support Services approved by the EDC and the Town of Horizon City (the “City”), the City provides fiscal agent services for the EDC, including various financial and accounting services, receipt, collection, deposit and issuance of checks regarding any EDC funds, receipts, grants, revenues or other funds; and

WHEREAS, the EDC Board of Directors has adopted various resolutions authorizing identified EDC and City officers to have signature authority on EDC bank accounts; and

WHEREAS, on June 7, 2022, the EDC approved a resolution updating the signature authority on EDC accounts at the Wells Fargo financial institution and the WestStar financial institution to allow the City to act as the EDC fiscal agent.

NOW THEREFORE, be it resolved by the City Council of the Town of Horizon City:

SECTION 1.

1. The City Council approves the Town of Horizon City (the “City”) officials holding the following positions and the designated EDC officials to have signature authority on all bank accounts for the Horizon City Type 4B Economic Development Corporation (the “EDC”) at the Wells Fargo and WestStar financial institutions:

City officials

- i. Mayor
- ii. City Council member, Place # 4
- iii. City Clerk
- iv. City Finance Director

Designated EDC officials

- i. EDC President
- ii. EDC Vice President
- iii. EDC Executive Director

2. Signature stamps are not to be used on City-issued checks for the EDC from the above-listed bank account(s).

3. All checks issued by the City from the above-listed bank accounts require two (2) signatures, as described above.
4. The City's Finance Director is requested to provide the names of the persons holding various positions listed above to the Wells Fargo and WestStar financial institutions and to update that information as necessary.

SECTION 2. It is hereby declared that the sections, paragraphs, sentences, clauses, and phrases of this Resolution are severable and, if any phrase, clause, sentence, paragraph, or section of this Resolution shall be declared unconstitutional or invalid by the valid judgement or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Resolution, because the same would have been enacted by the Board of Directors of the Town of Horizon City 4b Economic Development Corporation without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 3. The previous resolutions identifying EDC or City officials with signature authority on EDC bank account(s) at the Wells Fargo and WestStar financial institutions and all Orders, resolutions and motions and parts thereof in conflict herewith are expressly repealed insofar as they conflict herewith.

SECTION 4. This Resolution shall take effect immediately after passage hereof.

PASSED AND ADOPTED this ____ day of ____, 2022.

TOWN OF HORIZON CITY

 Ruben Mendoza, Mayor

ATTEST:

 Elvia Schuller TRMC, City Clerk

APPROVED AS TO FORM:

Theresa Cullen Cordova

 Theresa Cullen Cordova
 Assistant City Attorney

APPROVED AS TO CONTENT:

Pat Randleel

 Pat Randleel
 Finance Director



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: June 13, 2022

To: Honorable Mayor and Members of City Council

From: Michelle Padilla, Planning Director

SUBJECT: On a Resolution to accept the park improvements as constructed with the Rancho Desierto Bello Unit 13 Phase 1 subdivision for maintenance and to accept the required maintenance bond.

On April 13, 2021, the City Council voted unanimously to approve of the final and recording plat applications for the Rancho Desierto Bello unit 13 Phase 1 subdivision. The applicant resubmitted the final plat application in order to provide the required security for the recording of the plat prior to the completion of the subdivision improvements.

The roadway and drainage improvements for Phase 1 were accepted for maintenance on July 13, 2021 and per the executed Developer Participation Agreement and Subdivision Construction Agreement for this subdivision, the 5.022 acre park was to be completed with Rancho Desierto Bello Unit 13 Phase 2.

The recording and acceptance of the Phase 2 roadway and drainage improvements and the acceptance of the park were contingent upon the finalization of the vacation of a portion of what was formerly known as LTV Road. The vacation of the portion of the roadway was completed on May 24, 2022 and the subsequent recording of the Phase 2 plat occurred on May 27, 2022.

Now that all of the conditions placed on the plats for Phases 1 and 2 have been met, staff recommends that the City Council accept the 5.022 acre park for maintenance. Once approved, the attached resolution will be recorded with the County Clerk and provided to the title company who completed the required transactions for the roadway vacation.

the required maintenance bond provided by the developer pursuant to the Town's subdivision regulations.

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

1. The foregoing recitals are adopted as facts and are incorporated fully herein.
2. The 5.022 acre park improvements as constructed on Lot 6, Block 57 (Park) of RANCHO DESIERTO BELLO UNIT 13 PHASE ONE, an addition to the Town of Horizon City, Texas, El Paso County, Texas, according to the plat thereof recorded in/under the Clerk's No. 20210047251, Real Property Records of El Paso County, Texas, and the required maintenance bonds are hereby accepted.

PASSED AND ADOPTED this 14th day of June, 2022.

TOWN OF HORIZON CITY

By: _____
Ruben Mendoza, Mayor

ATTEST:

By: _____
Elvia Schuller, TRMC, City Clerk

APPROVED AS TO FORM:



Theresa Cullen-Cordova, Assistant City Attorney

Interoffice Memorandum



TO: Chief Marco Vargas

FROM: Cpl. Victor Vasquez

RE: Biography

DATE: 6/8/2022

I was born and raised in El Paso where I lived for most of my life. In 2004 I met my wife who I have been married to for 17 years and who gave me 6 amazing children. I worked retail for several years and with support from my wife, I decided to make a change and attended the Peace Officer Academy at EPCC in 2015. I took the state test and obtained my TCOLE license I applied with the Horizon City Police Department. In October of 2015 I was hired on as full time Officer. During my time with the department, I have been certified for the Honor Guard, Bike Patrol, STI, and have received my Intermediate license. Being with the department for 6 ½ years, I have been promoted to the ranking of Corporal.



Horizon City Police Department

14999 Darrington Rd. ▪ Horizon City, Texas 79928

Chief Marco Vargas

OFFICERS BIOGRAPHY

Michael Benjamin Sierra-Corporal Patrol Officer, Horizon City Police Department

Corporal Sierra has been with the Horizon City Police Department for five years and eight months. He started with the department in October 2016, as a basic peace officer. Corporal Sierra is a 2008 graduate of Horizon High School and attended the Law Enforcement Academy at El Paso Community College in 2015. After five years in the department as a patrol officer, Michael was promoted to Corporal, where he currently holds an Intermediate Peace Officers License.

Within his first year, Michael was certified as a bike patrol officer. After three years on patrol, he was able to become certified as a Field Training Officer and has participated in the Special Traffic Investigations team. After accepting the roll of Crime Resource Officer, Michael participated in crime analysis and statistics, before being promoted to Corporal.

Cameron Zeiger Biography

Officer Zeiger graduated from Jesus Chapel School in 2005. He began his first responder career as a volunteer fire fighter with Horizon fire. After developing professional relationships with officers at HCPD, he went on his first ride along and realized PD was where he wanted to be. He went to EPCC and completed the police academy in 2011. Officer Zeiger joined HCPD in 2011 and has had many opportunities to grow as an officer. Through his 11 years of service with HCPD he has received his advanced peace officer license, became a TCOLE instructor for STAR defensive tactics, has been a part of Specialized Traffic Investigation since 2012, transferred to the warrants division in 2017, was assigned crime prevention in 2021 where he conducted several successful events for the city, and assisted with protecting the animals of Horizon City by working with a small task force to track and eliminate a pack of coyotes that were negatively impacting residents on the golf course. Officer Zeiger recently was promoted to the Corporal position.



Town of Horizon City



PROCLAMATION

WHEREAS, the women and men serving as Police Officers, answer calls from citizens for police, fire and emergency services; and

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

WHEREAS, the Town of Horizon City Police Officers exhibit professionalism, compassion, and empathy during the response to critical events; and

WHEREAS, to highlight the invaluable role of Police Officers, the community annually designates a week in May for recognition and appreciation for our heroes; and

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

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

That the week of May 15-May 21, 2022 be known as:

"Police Week"

SIGNED, this 14th day of June 2022.

- _____ City Mayor Ruben Mendoza
- _____ Council Member Place 1 Walter Miller
- _____ Council Member Place 2 Scott Quiroz
- _____ Council Member Place 3 Charlie Ortega
- _____ Council Member Place 4 Andres "Andy" Renteria
- _____ Council Member Place 5 Johnny "Doc" Duran
- _____ Council Member Place 6 Rafael "Ralph" Padilla Jr.
- _____ Council Member Place 7 Samantha Corral

**CONTRACT FOR
POLICE RECRUIT AND COMMITMENT TO SERVE
WITH THE CITY POLICE DEPARTMENT OF THE TOWN OF HORIZON CITY**

THIS CONTRACT FOR POLICE RECRUIT OFFICER AND COMMITMENT TO SERVE, (“Contract”) is made and entered into this the [insert date] by and between the Town of Horizon City, Texas, a home rule municipality of the State of Texas (the “City”) and [insert officer’s name] (the “Probationary Officer”). The City and the Probationary Officer may be jointly referred to herein as the “Parties,” and individually or singularly referred to as “Party.”

RECITALS

WHEREAS, the City Police Department of the Town Of Horizon City (the “Horizon Police Department”) is operated to protect and serve the needs of the City’s community and its citizens; and

WHEREAS, the continued availability of trained, certified, qualified, and dedicated sworn police officers are critical to the health, safety, and welfare of the Horizon City community; and

WHEREAS, the Horizon Police Department seeks to expand and retain the number of qualified sworn police officers available to more fully meet the needs of its community and surrounding areas; and

WHEREAS, the City desires to attract, train, retain, and reward as members of the Horizon Police Department, qualified sworn police officers who are committed to undertaking the training necessary to fulfill the duties of the Horizon Police Department.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND OBLIGATIONS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

Section 1. Term

The term of this Contract shall commence on the [insert date].

Section 2. Parties’ Obligations

A. The Probationary Officer is subject to the City’s Employee Policy Manual and the Horizon Police Department Policies. This Contract is limited for the purposes herein and does not amend or alter the Probationary Officer’s at-will employment.

B. The Probationary Officer shall receive all current city benefit packages to the extent eligible as set forth in the City’s Employee Policy Manual.

C. The Horizon Police Department shall sponsor and assign the Probationary Officer to attend a full-time Certified Police Academy Program or a Certified Peace Officer Training Academy Program (each may be referred to herein as the “Academy”) of the Horizon Police Department’s choosing. This sponsorship will be subject to the following conditions:

1. The City shall pay for the tuition cost for attending the Academy, as defined in Section 3 below.
2. The Probationary Officer shall attend and successfully complete the Academy.
3. The Probationary Officer shall obtain a Texas Commission on Law Enforcement (“TCOLE”) peace officer license prior to graduation. In order to become licensed as a peace officer in the State of Texas, the Probationary Officer must: meet the minimum standards for enrollment and initial licensure as set forth by TCOLE; successfully complete a TCOLE approved basic licensing course; pass the TCOLE licensing examination; and receive an appointment from a law enforcement agency.
4. The Probationary Officer shall serve with the Horizon Police Department as a sworn police officer for a minimum of thirty-six (36) months, after completing the Academy and obtaining the TCOLE license.
5. The Probationary Officer shall be considered a probationary employee until completing a twelve (12) month uninterrupted employment period with the Horizon Police Department.
6. While attending the Academy, the Probationary Officer will be paid a full-time rate of pay as described by the most current Probationary Officer job description listed in the Horizon Police Department Policies.

Section 3. Training

A. The Probationary Officer is not currently a licensed peace officer by the Texas Commission on Law Enforcement (“TCOLE”). However, the Probationary Officer desires to have formal peace officer training to meet or continue to meet the requirements for potential employment with the Horizon Police Department as a sworn police officer.

B. The City and the Probationary Officer hereby expressly agree that the City shall pay the total training expenses as defined and set forth below for the Probationary Officer to attend the Academy to achieve certification as a Texas peace officer as soon as the Probationary Officer is accepted into the Academy.

1. Total training expenses (“Training Expenses”) means the full tuition cost of the Academy and any costs incurred by the City relating to the training of the Probationary Officer.
2. “Training Expenses” do not include any salary and wages paid by the City to the Probationary Officer.

3. Prior to the commencement of training at the Academy, an estimate of Training Expenses shall be provided separately to the Probationary Officer for the Probationary Officer's reference. An estimate of Training Expenses as set forth in Exhibit "A" is attached hereto and incorporated by reference.
4. The City and the Probationary Officer hereto acknowledge and agree that the Training Expenses shall be based on the full tuition cost of the Academy. Accordingly, upon either the Probationary Officer's successful completion of training at the Academy and certification as a peace officer or, in the alternative, upon the Probationary Officer terminating the training, the City shall prepare an itemization of actual Training Expenses and provide a copy of same to the Probationary Officer. The actual Training Expenses shall then be attached and fully incorporated into this Contract as Exhibit "B."

C. In the event the Probationary Officer elects not to complete the Academy or does not otherwise successfully complete the Academy and obtain a TCOLE license, the Probationary Officer shall be released from employment with the City and the Probationary Officer shall reimburse the City for the Training Expenses incurred as to the date of termination of the Academy, in accordance with the reimbursement obligations set forth in Section 4 below.

D. If The Probationary Officer fails to complete his/her commitment to provide services to the Horizon Police Department under this Contract, the Parties acknowledge and agree that the Horizon Police Department will provide a copy of this Contract, executed by the Police Chief and the Probationary Officer, to any prospective employer of the Probationary Officer upon that prospective employer's request for background information on the Probationary Officer, as a portion of the information provided by the Horizon Police Department concerning the Probationary Officer's service with the City.

Section 4. Reimbursement of Training Expenses

A. In consideration for the City sponsoring and assigning the Probationary Officer to an Academy to be trained as a certified peace officer, the Probationary Officer expressly agrees to serve as a full-time sworn police officer for the City for at least thirty-six (36) months from the date upon which the Probationary Officer is appointed as a Licensed Probationary Officer to the Horizon Police Department (the "Reimbursement Period").

B. If any of the following occurs during the Reimbursement Period, the Probationary Officer shall reimburse the City for all Training Expenses under the terms of this Contract as set forth below:

1. The Probationary Officer voluntarily resigns from the Horizon Police Department; or
2. The Probationary Officer is dismissed during the thirty-six (36) months after the Probationary Officer is appointed as a Licensed Probationary Officer to the Horizon Police Department; or
3. The Probationary Officer is terminated for cause.

C. If the 36-month employment period is not completed by the Probationary Officer as a full-time sworn police officer with the Horizon Police Department, the Probationary Officer shall reimburse the City the cost of Training Expenses for the Academy at a prorated rate. The amount of the total cost of Training Expenses shall be divided in thirds and the Probationary Officer shall receive a one-third cost credit for each year (12-month period) completed with the Horizon Police Department as a sworn police officer.

D. The Probationary Officer agrees that, to the extent allowed by law, the City may deduct the amount for Training Expenses from the Probationary Officer's last paycheck. In the event that the amount of the Probationary Officer's last paycheck is insufficient to satisfy the reimbursement for Training Expenses, the Probationary Officer agrees that the difference shall be paid with any Paid Time Off (PTO) the Probationary Officer has accrued and not used. In the event that there is still an insufficient amount to satisfy the reimbursement for Training Expenses, the Probationary Officer agrees that the difference shall be paid to the City within thirty (30) days of written notice that the Probationary Officer's last paycheck and any PTO time was insufficient to satisfy the Training Expenses. The Probationary Officer further agrees that the Probationary Officer's failure to reimburse the Training Expenses in the time specified in this Contract provides to the City the right to pursue any and all remedies available to it under law.

E. In the event the Probationary Officer desires to make payment arrangements for any unpaid balance of the Training Expenses, the Probationary Officer shall contact the City's Finance Department to make payment arrangements under the following terms:

1. The first payment shall be made thirty (30) calendar days from the date of resignation, dismissal, or termination, as applicable, and on the same date for each successive month thereafter until the City has been reimbursed in full for the Training Expenses hereunder.
2. The minimum monthly payment shall be One Hundred and No/100 Dollars (\$100.00).
3. Until such time as the City has been reimbursed in full by the Probationary Officer in accordance with the terms of this Contract, the Probationary Officer has an ongoing duty to notify the City of any change in the Probationary Officer's place of residence and place of employment. Such notice shall be in writing and shall be made no later than fifteen (15) calendar days from the date of any such change in place of residence.

F. The Probationary Officer does further expressly acknowledge and understand that the reimbursement obligation set forth hereunder is mandatory. Failure on the part of the Probationary Officer to satisfy the Probationary Officer's employment obligation during the Reimbursement Period hereunder shall automatically trigger mandatory reimbursement of the Training Expenses under this Contract.

G. If the Probationary Officer is killed, permanently and totally disabled, or dismissed under Federal Guidelines for FMLA while in the employ of the City, the Training Expense reimbursement obligations hereunder shall be deemed satisfied in full.

Section 5. Job Duties During Training

A. The Probationary Officer may, at the City's sole option, be required by the City to work for the Horizon Police Department while attending the Academy, and may be required to patrol, operate computer systems, perform clerical tasks, or do other duties as assigned by the Police Chief or his designee. The hours expended by the Probationary Officer in service to the Horizon Police Department shall be subject to the same limitations and compensatory time/overtime policies as applicable to all Probationary Officers of the Horizon Police Department.

B. The Probationary Officer shall attend all scheduled hours and activities as required for successful completion of the Academy.

Section 6. Physical Training and Physical Assessment Tests

A. The Probationary Officer shall participate in and complete at least three (3) physical training sessions with members of the Horizon Police Department training staff while attending the Academy. The Horizon Police Department training staff will schedule the physical training sessions with the Probationary Officer at the beginning, during the middle, and at the conclusion of the Probationary Officer's attendance at the Academy.

B. The Probationary Officer must successfully pass the physical assessment test required for completion of the Academy. Failure to pass the physical assessment test required to complete the Academy shall constitute a failure to complete the Academy.

C. If the Academy does not require a physical assessment test to complete the Academy, the Probationary Officer shall complete the physical assessment test required by the Horizon Police Department. The physical assessment test required by the Horizon Police Department shall be the most current test used as a requirement for the hiring of new Horizon Police Department Police Officers.

The Probationary Officer shall also comply with all other requirements determined in advance by the Police Chief.

Section 7. Controlling Law

This Contract is to be governed by the laws of the State of Texas. The Parties hereto agree that any action, suit, or proceeding based upon any matter, claim, or controversy arising under this Contract shall be brought solely in the state courts located in El Paso County, Texas. The Parties hereto irrevocably waive any objection to the venue of the above-mentioned courts, including any claim that such action, suit, or proceeding has been brought in an inconvenient forum. Both Parties hereby expressly acknowledge and agree that nothing contained in this Contract shall be construed to require the Parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

Section 8. Limitations on Liability

By entering into this Contract, the City does not waive any of its governmental immunity defenses or any other limitation of liability. No provision of this Contract is intended to modify or waive any provision of the Texas Tort Claims Act as amended.

Section 9. Headings

The section headings of this Contract are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections.

Section 10. Severability

If any section, subsection, term, or provision of this Contract of the application thereof to the Probationary Officer, the City, or a particular circumstance shall, at any extent, be invalid or unenforceable, the remainder of said section, subsection, term, or provision of this Contract or the application of same to the Probationary Officer, the City or particular circumstances other than that for which it was held valid or invalid or enforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Contract shall be valid and enforceable to the fullest extent of the law.

Section 11. Authority

The persons signing this Contract warrant and represent that they have the authority to sign as, or on behalf of, the Party for whom they are signing.

Section 12. Final Agreement

Both the Probationary Officer and the City hereby expressly acknowledge and agree that this Contract is intended to set forth the entire agreement between the Parties regarding reimbursement of the Training Expenses by the Probationary Officer, that there are no other considerations or monies contingent upon or resulting from the execution of this Contract, and that no other monies or consideration have been solicited. No waiver, change, modification, or amendment of this Contract shall be valid upon either Party hereto unless in writing and signed by both the Probationary Officer and the City. The waiver by either Party hereto of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Contract.

The Probationary Officer will be obligated to pay in full any and all costs paid by the City, including tuition, uniforms, educational, and training materials, and any other expenses provided by the City. If a firearm was purchased for the Probationary Officer's training, such firearm must be returned to the City.

Section 13. Miscellaneous

A. For purposes of giving any notice, either Party shall deliver the notice personally or via certified mail, return receipt requested, postage prepaid, directed to the Party as follows:

If to the PROBATIONARY OFFICER:

[Insert Name]

Address on File with the City

If to the HORIZON POLICE DEPARTMENT:

Police Chief
14999 S. Darrington Road
Horizon City, Texas 79928

If to the CITY:

Mayor
14999 S. Darrington Road
Horizon City, Texas 79928

B. This Contract is binding upon and shall inure to the benefit of the successors in interest or the assignees of the Parties hereto, except as otherwise provided herein.

C. The Probationary Officer shall not enter into any other contract, agreement, or arrangement to provide professional services for other municipalities, governmental, or private organizations or entities without the express written consent of the Police Chief. The Probationary Officer will provide service to the Horizon Police Department in accordance and consistent with the policies and procedures of the City and the Horizon Police Department.

D. This Contract shall be interpreted, construed, and governed according to the laws of the State of Texas and is performable in El Paso County, Texas.

E. The paragraph headings contained in this Contract are for convenience only and shall in no manner be construed as part of the Contract.

F. In case of any one or more of the previous provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalidity or unenforceable provision has never been contained herein.

G. Except as provided herein, this Contract supersedes all other contracts and agreements, either oral or in writing, between the Parties, and contains all of the covenants and agreements between the Parties related to the subject of this Contract. Each Party acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party or anyone acting on behalf of any Party, that is not embodied in this Contract and, except as provided herein, that no other agreement, statement, or promise shall be valid or binding. This Contract may be amended only by mutual agreement reduced to writing and signed/dated by all Parties.

H. Notwithstanding any other provisions of this Contract, if any federal, state or local government or agency passes, issues, or promulgates any law, rule, regulation, standard, or interpretation at any time while this Contract is in effect which materially affects either Party's rights or obligations hereunder, either Party may give the other Party notice of intent to amend this Contract in a fashion that is equitable to each Party considering such prohibition, restriction, limitation or change, and the Parties shall negotiate in good faith to accomplish such amendment. If an agreement on the amendment is not reachable, either Party shall have the right to terminate this Contract as of midnight on the 15th calendar day after such notice to amend is given, unless otherwise agreed.

The Parties hereby execute this Contract effective the later date shown below by the signature of the Parties.

CITY

THE PROBATIONARY OFFICER

By: _____
Police Chief
Date: _____, 202_

By: _____
Date _____, 202_

DRAFT

EXHIBIT A

The following is an estimate of training costs for the Probationary Officer for training at the Academy from Start Date, through Finish Date.

Regular pay and overtime pay related to training	\$ <u>XXXX.XX</u>
Tuition	\$ <u>XXXX.XX</u>
Required testing and evaluations related to training	\$ <u>XXXX.XX</u>
Required training supplies	\$ <u>XXXX.XX</u>

APPROXIMATE TOTAL \$ _____

Probationary Officer: XXX XXXXXX

Signature

Date

Print

Note: This is an estimate of the Training Expenses for the Probationary Officer's reference. Upon the Probationary Officer's successful completion of training at the Academy and certification as a law enforcement officer, the City will ensure that a record is kept of the final Training Expenses which shall be incorporated into this Contract and shall reflect the amount subject to reimbursement in accordance with and pursuant to the terms of this Contract.

RESOLUTION

WHEREAS, the Town of Horizon City Police Department is operated to protect and serve the needs of the City’s community and its citizens; and

WHEREAS, the continued availability of trained, certified, qualified, and dedicated police officers is critical to the health, safety, and welfare of the Horizon City community; and

WHEREAS, the Town of Horizon City Police Department seeks to expand and retain the number of qualified officers available to more fully meet the needs of its community and surrounding areas; and

WHEREAS, the City desires to attract, train, retain, and reward as members of the Horizon City Police Department, qualified officers who are committed to undertaking the training necessary to fulfill the duties of the Horizon City Police Department.

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

That the Horizon City Chief of Police be authorized to sign a Contract For Police Recruit Officer And Commitment To Serve, which is substantially in the format attached hereto as Attachment “A”, by and between the Town of Horizon City, Texas and individuals training to be police officers with the the Horizon City Police Department.

PASSED AND ADOPTED this _____ day of _____, 2022.


TOWN OF HORIZON CITY

Ruben Mendoza, Mayor

ATTEST:

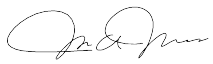
Elvia Schuller TRMC, City Clerk

APPROVED AS TO FORM:



Theresa Cullen Cordova
Assistant City Attorney

APPROVED AS TO CONTENT:



Marco Vargas
Chief of Police



TOWN OF HORIZON CITY
MEMORANDUM

Date: June 13, 2022
To: Honorable Mayor and Members of City Council
From: Michelle Padilla, Planning Director
SUBJECT: **1st Reading of Ordinance No. 0102, Amendment No. 035**, An ordinance amending the Municipal Code of the Town of Horizon City, Texas, Chapter 14 (Zoning), Exhibit A (Zoning Ordinance), to revise and amend the following: Chapter 2 (Definitions) to revise the definitions of accessory structure, awning, canopy, carport, and garage; Section 807 (Permitted Accessory Uses) to allow detached carports, and Section 812 (Yards) to revise the regulations of side and rear yards, side street yard and front yards to allow a carport, open at a minimum of three (3) sides, for single-family dwellings or multifamily units; and providing for the following: findings of fact; repealer; severability; proper notice and hearing; the penalty being as provided in Subchapter 8, Section 810, of the City Code of the Town of Horizon City, Texas, creating a misdemeanor punishable by a fine not to exceed \$2,000.00.

The City Council directed staff to explore and propose amendments to the City's Code that would allow for the construction of carports on residential properties. The attached ordinance amendment provides the recommended changes that would allow for such carports.

The proposed ordinance amendment also addresses the feedback that the Planning and Zoning Commission provided at their May 16, 2022 meeting.

The second reading and public hearing for this amendment is scheduled for the regular City Council meeting on July 12, 2022.

ORDINANCE NO. 102, AMENDMENT NO. 035

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE TOWN OF HORIZON CITY, TEXAS, CHAPTER 14 (ZONING), EXHIBIT A (ZONING ORDINANCE), TO REVISE AND AMEND THE FOLLOWING: CHAPTER 2 (DEFINITIONS) TO REVISE THE DEFINITIONS OF ACCESSORY STRUCTURE, AWNING, CANOPY, CARPORT AND GARAGE; SECTION 807 (PERMITTED ACCESSORY USES) TO ALLOW DETACHED CARPORTS, AND SECTION 812 (YARDS) TO REVISE THE REGULATIONS OF SIDE AND REAR YARDS, SIDE STREET YARD AND FRONT YARDS TO ALLOW CARPORTS FOR SINGLE-FAMILY DWELLINGS OR MULTIFAMILY UNITS; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; REPEALER; SEVERABILITY; PROPER NOTICE AND HEARING; THE PENALTY BEING AS PROVIDED IN SUBCHAPTER 8, SECTION 810 OF THE CITY CODE OF THE TOWN OF HORIZON CITY, TEXAS, CREATING A MISDEMEANOR PUNISHABLE BY A FINE NOT TO EXCEED \$2,000.00.

WHEREAS, a proposal was brought forward by staff and considered by the Town of Horizon City Planning and Zoning Commission to amend portions of the Zoning Ordinance as set forth in Chapter 14 of the Municipal Code; and

WHEREAS, the Planning and Zoning Commission considered the staff's proposals at its May 16, 2022 meeting and voted to recommend approval of the change to the ordinance; and

WHEREAS, the notice required by the Texas Local Government Code has been published in a newspaper of general circulation; and

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

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

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

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace and order of the Town of Horizon City to adopt this Ordinance and technical code; and

WHEREAS, the Town of Horizon City has created setbacks through ordinances, zoning restrictions and its Building Codes for reasons of public policy such as safety, privacy and environmental protection; and

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

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

I. ENACTMENT OF AMENDMENTS

Pursuant to Sections 51.001 and 51.012 of the Texas Local Government Code, the City Council of the Town of Horizon City hereby enacts and adopts this Ordinance to amend Chapter 14 of the Municipal Code, which chapter regulates zoning within the territorial limits of the Town of Horizon City and related matters, to amend Sections 202, 807, and 812 as follows:

**CHAPTER 2
General Definitions**

Section 202, General Definitions, is revised to amend the definitions of Accessory Structure, Awning, Canopy, Carport, and Garage. The Definitions shall read as follows:

Accessory Structure. An incidental subordinate building or other structure customarily detached from, incidental to, and located on the same lot as the main use or building, such as a canopy.

Awning. A shelter constructed of fabric or other material supported by the building and installed to extend outward from the building to provide a protective shield for doors, windows and other openings for commercial structures.

Canopy. A roofed accessory structure constructed or prefabricated of fabric or other material with supports extending to the ground directly under the canopy placed to extend outward and detached from the primary building or use, providing shade.

Carport. A structure consisting of a solid roof that is open -on a minimum of three sides -for the purpose of storing and sheltering ~~for~~ of motor vehicles.

Garage. A fully enclosed motor vehicle shelter, in which motor vehicles used by the tenants of the building or buildings on the premises are stored or kept.

CHAPTER 8
General Provisions

Section 807 Permitted Accessory Uses

807.1 General subsection H, Residential Accessory Structures, and subsection H.2. are hereby amended to read as follows:

H. Residential Accessory Structures incidental to residential use meeting the definition set forth in this Ordinance, to include, but not be limited to, the following: garden house/greenhouse as a hobby, home workshop or tool shed, pool house or other accessory structure incidental to a pool, detached private garage, detached carport, detached porch, storage building, or pergola, canopy or gazebo, are permitted provided they additionally meet the following requirements. In no instance shall a residential accessory structure be used as a dwelling unit or be used for sleeping or other overnight occupancy.

2. The structure shall be a minimum of five (5) feet from the main building, except that carports may be located in a side or side street setback in accordance Sections 812.3 and 812.4 and shall comply with the side and side street yard requirements. No rear yard setbacks shall be required when the structure is located in the rear yard provided that the structure has been constructed in compliance with the Technical Codes of the Town of Horizon City.

CHAPTER 8
General Provisions

Section 812 Yards

Section 812.2 Front Yards is revised to include a new subsection E and to renumber the existing section E as F so that subsections E and F will read as follows:

E. On a single-family dwelling or multifamily unit a carport, , over a twenty-four foot (24') wide maximum driveway, or a thirty foot (30') wide maximum driveway when permitted by Section 3.06.188 of the Municipal Code, may extend not more than a length of fifteen feet (15') into a required front yard setback, measured to the edge of the roof line, for a maximum of four hundred fifty (450) square feet in size. The carport shall not exceed a height of fifteen feet (15') and must maintain setbacks from the side property lines that are the equal to the required side yard and side street yard setbacks . The carport is encouraged to resemble the main residential structure in scale and character. A maximum of one carport may be located on a property with a single-family dwelling and a maximum of one carport per multifamily unit shall be allowed.

F. Chimney backs, bay windows, eaves and cornices may extend not more than thirty (30) inches into the required front yard except that cornices and eaves of the main building may extend not more than four (4) feet into the front yard.

CHAPTER 8 General Provisions

Section 812 Yards

Section 812.3 Side and rear yards is revised to include a new subsection D and to renumber the existing section D and E as sections E and F so that Section 812.3 will read as follows:

812.3 Side and rear yards

Side and rear yards regulations may be modified as follows:

- A. Sills, eaves, belt courses, wing-walls at heights above six feet, window air conditioning units, chimney backs, bay windows, cornices and ornamental features may project a distance not to exceed twenty-four inches into a required side yard, and thirty inches into a required rear yard.
- B. Open fire escapes, fireproof outside stairways and balconies opening from fire towers, and the ordinary projections of chimneys and flues into a rear yard for a distance of not more than three and one-half feet when so placed as to not obstruct light and ventilation, may be approved by the Director of Public Works.
- C. Open, unenclosed porches when less than one hundred eighty feet in roof area may extend twelve feet into a required rear yard.
- D. On a single-family dwelling or multifamily unit, a carport, at least nine feet (9') wide, measured to the edge of the roof line, may be located in the side or side street yard. A carport located on a side or side street yard shall not exceed fifteen feet (15') in height and shall not exceed the length of the side yard of the primary dwelling or unit structure. The carport shall meet the minimum side or side street yard setback and must maintain all other required setbacks. The carport is encouraged to resemble the main residential structure in scale and character . A maximum of one carport may be located on a property with a single-family dwelling and a maximum of one carport per multifamily unit shall be allowed.
- E. Terraces which do not extend above the level of ground (first) with a one hundred fifty square foot maximum floor area and a six-foot-high screen wall may project five feet into a required yard, provided these projections be distant at least two feet from the adjacent lot line.
- F. Freestanding Automated Teller Machines (ATM's), vending machines, reverse vending machines, shade structures and refuse container areas may be located within the side and/or rear setbacks of any commercial or industrial lot, provided that the structure is not located closer than twelve feet (12') from the side and/or rear property line.

CHAPTER 8
General Provisions

Section 812.4 Side street yard is revised to include amend subsection B and add a new section C so that Section 812.4 will read as follows:

812.4 Side street yard

Side street yard regulations may be modified as follows:

- A. Sills, eaves, belt courses, wing-walls at heights above six feet, window air conditioning units, chimney backs, bay windows, cornices and ornamental features may project a distance not to exceed twenty-four inches into a required side street yard.
- B. Accessory structures may extend up to five feet into a required side street yard.
- C. On a single-family dwelling or multifamily unit, a carport, at least nine feet (9') wide, measured to the edge of the roof line, may be located in the side or side street yard. A carport located on a side or side street yard shall not exceed fifteen feet (15') in height and shall not to exceed the length of the side yard of the primary dwelling or unit structure in which it is located. The carport shall meet the minimum side or side street yard setback and must maintain all other required setbacks. The carport is encouraged to resemble the main residential structure in scale and character . A maximum of one carport may be located on a property with a single-family dwelling and a maximum of one carport per multifamily unit shall be allowed.

II. FINDINGS OF FACT

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

III. REPEALER

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

This ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect upon the date of its final passage and adoption.

VI. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED this the ___ day of _____, 2022, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the City Council of Horizon City, Texas.

Town of Horizon City

Ruben Mendoza, Mayor

ATTEST:

Elvia Schuller, TRMC, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Theresa Cullen Cordova
Assistant City Attorney

Michelle Garcia, AICP, CNU-A
Planning Director

First Reading: _____

Second Reading: _____