



HORIZON CITY

Incorporated 1988

**AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, April 14, 2026, 6:00 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas will be held on **Tuesday, April 14, 2026 at 6:00 PM** at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following will be discussed and considered:

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

CONSENT AGENDA

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

- 3. Approval of Minutes from:** **4**

Mayor/City Clerk
March 10, 2026 Regular City Council Meeting.

- 4. Discussion and Action:**
Mayor/Planning Director
On the appointment of Jorge Ojeda by Alderman Ruben Mendoza (Place 7) to the Planning and Zoning Commission.

- 5. Discussion and Action:**
Mayor/Planning Director
On the appointment of Jesse Sanchez by Andres Renteria, Mayor as an alternate to the El Paso Area Transportation Service (EPATS), LGC, El Paso Transit Authority (ETA).

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

- 7. Approval of Consent Agenda Items:**

REGULAR AGENDA

- 8. Presentation:** **9**

Mayor/Police Chief
On a Proclamation declaring April 22, 2026 as Administrative Professional's Day.

- 9. Presentation:** **11**

Mayor/Chief Vargas
On a Proclamation declaring April 12 - April 18, 2026 as Public Safety Telecommunicators Week.

- 10. Presentation:**
Mayor/EDC Executive Director
Introductory presentation on the proposed expansion of the boundaries of the Horizon Tax Increment Reinvestment Zone #1 and the recalibration of the associated Project and Finance Plan.

- 11. Discussion and Action:**
Mayor/Finance Director
On the acceptance of findings of the Town of Horizon City audit prepared by SBNG, PC for FY2025.

- 12. Discussion and Action:** **12**
 Mayor/Finance Director
 That the Mayor be authorized to sign the revised Interlocal Agreement with the City of El Paso for Public Health Services in FY 2026 and the HIPAA Business Associate Agreement on behalf of the Town of Horizon City and that payment in the amount of \$210,555.00 as specified therein is also authorized.
- 13. Public Hearing:**
 Mayor/Finance Director
2nd Reading of Ordinance No. 0323 Amendment No. 01, An Ordinance amending Ordinance No. 0323 (Amendment No. 01) of The Town of Horizon City, Adopting the Municipal Budget for the 2026 Fiscal Year, to allow for the budgeting and expenditure of funds for Police Department vehicles and lease payments for the Administrative Building; and Providing repealer and severability clauses. **37**
- 14. Discussion and Action:**
 Mayor/Finance Director
2nd Reading of Ordinance No. 0323 Amendment No. 01, An Ordinance amending Ordinance No. 0323 (Amendment No. 01) of The Town of Horizon City, Adopting the Municipal Budget for the 2026 Fiscal Year, to allow for the budgeting and expenditure of funds for Police Department vehicles and lease payments for the Administrative Building; and Providing repealer and severability clauses.
- 15. Discussion and Action:**
 Mayor/CIP Manager
 On an update on the Capital Improvement Program. **40**
- 16. Discussion and Action:**
 Mayor/CIP Manager
 On the approval of a bid for the project titled "120-foot Self Support Tower", Request for Quote Solicitation No. 2026-104 to Mobile Communications America in the amount of \$250,328.00 for the turnkey installation of a new 120-foot self-support tower with concrete foundation and wrought-iron security fence. The work shall be paid for by 2023 Certificates of Obligation. The project completion time is forty-five (45) calendar days from receipt of a Notice to Proceed. **44**
- 17. Discussion and Action:**
 Mayor/Planning Director
 On a Resolution to authorize the Mayor to sign and execute a Master Interlocal Agreement (MILA) with Region One Education Service Center (ESC1) Cooperative.
- 18. Discussion and Action:**
 Mayor/Planning Director
 Authorizing staff to procure grant writing services using ESC1 RFP-25-0165 Professional consulting Services and authorizing the Mayor to sign a contract with GilFlo in an amount not to exceed \$70,000.00 for the FY 2026 Safe Streets and Roads for All Program.
- 19. Discussion and Action:**
 Mayor/Planning Director
 On a Resolution authorizing the Mayor to sign and grant a Perpetual Easement Agreement between the Town of Horizon City ("Grantor") and Hunt Horizon Mesa, LLC ("Grantee") necessitated to permit subdivision signage on City Right-of-Way.
- 20. Discussion and Action:**
 Mayor/Planning Director
 On a Resolution authorizing the Town of Horizon City to sponsor Clint Independent School District on their Run Sober, Run Safe 5K and 1K mile walk by waving the Special Event Permit application fee.
- 21. Discussion and Action:** **50**
 Mayor/Planning Director
 On a Resolution to authorize the Mayor to sign a First Amendment to the Inter local Agreement by and between the Town of Horizon City and the Camino Real Regional Mobility Authority for the Dilley, Delake & Transit Center Project to allow for the completion of certain environmental activities as well as the design services necessary for the addition of Cross River Drive and a detention basin to the project plans.

22. Public Hearing:

Mayor/Planning Director

On the submitted Final Replat application for Horizon Manor Unit Three Replat "A" (Case No. SDR26-0001), and authorize the Mayor to sign the recording plat. Legally described as a portion of Lot 19, Block 9, Horizon Manor Unit Three, Horizon City, El Paso County, Texas. Containing 2.2603 acres ±. Applicant/Representative: SLI Engineering.

23. Discussion and Action:

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Mayor/Planning Director

On the submitted Final Replat application for Horizon Manor Unit Three Replat "A" (Case No. SDR26-0001), and authorize the Mayor to sign the recording plat. Legally described as a portion of Lot 19, Block 9, Horizon Manor Unit Three, Horizon City, El Paso County, Texas. Containing 2.2603 acres ±. Applicant/Representative: SLI Engineering.

24. Discussion and Action:

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Mayor/Planning Director

On the acceptance of the roadway and drainage improvements as constructed with the Verdancia Unit 1 Subdivision Construction Phase 2 and 3 for maintenance and to accept the required maintenance bond and a partial release of the performance bond.

25. 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. .

Deliberation regarding Real Estate acquisition — TOD drainage, ponding and storm water management. 551.071 (Consultation with Attorney) and 551.072 (Deliberations about Real Property)

Adjournment:

Motion to Adjournment: _____ 2nd _____

Dated this Wednesday, April 8, 2026

By: _____
Elvia Schuller, City Clerk

I, the undersigned authority, hereby certify that the above notice of the Regular City Council Meeting of the Town of Horizon City, Texas is a correct copy of this notice, and that I posted this notice at least three (3) business days preceding the scheduled meeting at the City Hall Bulletin Boards of the Town of Horizon City, Texas on this Wednesday, April 8, 2026 by 5:00 p.m.

Agenda Removed: _____ Time _____ By _____

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

**MINUTES
AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, March 10, 2026, 6:00 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas was held on **Tuesday, March 10, 2026 at 6:00 PM**, at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following was discussed and considered:

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

Meeting called to order at 6:00pm. City Council Member Robert Avila and Mayor Andres Renteria were absent. Council Member and Mayor Pro Tem, Scott Quiroz presided over the meeting. Quorum established.

Item #2 was taken after Item #7

2. Open Forum:

Commissioner Iliana Holguin's Policy Advisor, Oscar Silva spoke regarding the proposed County Animal Shelter.

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:

March 3, 2026, Special City Council Meeting.

4. Request to Excuse Absent Council Members:

5. Discussion and Action:

Mayor/Planning Director

On the approval of the Town of Horizon City's Phase II MS4 Annual Report for the 2025 calendar year and authorize the Mayor to sign the report and transmittal letter, all to be submitted to the Texas Commission on Environmental Quality.

6. Approval of Consent Agenda Items:

A motion was made by Council Member Gardea and seconded by Council Member Ames to excuse absent Council Member, Robert Avila and Mayor, Andres Renteria and approve the remainder of the consent agenda. The City Clerk polled the council : G. Ortega - Aye, Quiroz – Present but not voting, R. Ortega – Aye, Avila – Absent, Ames – Aye, Gardea – Aye, Mendoza - Aye. Motion Passed.

REGULAR AGENDA

7. Discussion and Action:

Mayor/CIP Manager

On an update on the Capital Improvement Program.

CIP Program Manager, Jesse Sanchez spoke regarding this item.

A motion was made by Council Member R. Ortega and seconded by Council Member Ames to accept the report as presented. The City Clerk polled the council : G. Ortega - Aye, Quiroz – Present but not voting, R. Ortega – Aye, Avila – Absent, Ames – Aye, Gardea – Aye, Mendoza - Aye. Motion Passed.

8. **Discussion and Action:**

Mayor/CIP Program Manager

The item was postponed from the February 10, 2026 Regular City Council Meeting. On the request for authorization and approval for the maximum purchase price of \$262,311.00 for the purchase and installation of a new 120' Self Support Tower, TIA-222-H, 112 mph rated, Exposure C, Class III, Sole Source funded by 2023 Certificates of Obligation.

City Clerk, Elvia Schuller asked for deletion of this item at the request of City Staff.

A motion was made by Council Member Mendoza and seconded by Council Member Gardea to delete this item as requested by City Staff. The City Clerk polled the council : G. Ortega - Aye, Quiroz – Present but not voting, R. Ortega – Aye, Avila – Absent, Ames – Aye, Gardea – Aye, Mendoza - Aye. Motion Passed.

9. **Discussion and Action:**

Mayor/CIP Program Manager

This item was postponed from the February 10, 2026 Regular City Council Meeting. On the approval of Change Order No. 15 to Dantex General Contractors in the deduction (credit) amount of \$5,000.00 for eliminating the demolition of the existing radio tower for the Municipal Facilities Phase 1 Project (Solicitation 23-101). Change Order No. 15 has no impact to the contract completion time.

CIP Program Manager, Jesse Sanchez spoke regarding this item.

A motion was made by Council Member Gardea and seconded by Council Member R. Ortega to approve Change Order No. 15 to Dantex General Contractors in the deduction (credit) amount of \$5,000.00 for eliminating the demolition of the existing radio tower for the Municipal Facilities Phase 1 Project (Solicitation 23-101). The City Clerk polled the council : G. Ortega - Aye, Quiroz – Present but not voting, R. Ortega – Aye, Avila – Absent, Ames – Aye, Gardea – Aye, Mendoza - Aye. Motion Passed.

10. **Discussion and Action:**

Mayor/Planning Director

On the ratification of the acceptance of the roadway and drainage improvements as constructed with the Verdancia Unit 1 Subdivision Construction Phase 1 for maintenance and to accept the required maintenance bond and a partial release of the performance bond.

Planner, David Ruiz and Planning Director, Art Rubio spoke regarding this item.

A motion was made by Council Member Mendoza and seconded by Council Member R. Ortega to approve the ratification of the acceptance of the roadway and drainage improvements as constructed with the Verdancia Unit 1 Subdivision Construction Phase 1 for maintenance and to accept the required maintenance bond and a partial release of the performance bond. The City Clerk polled the council : G. Ortega - Aye, Quiroz – Present but not voting, R. Ortega – Aye, Avila – Absent, Ames – Aye, Gardea – Aye, Mendoza - Aye. Motion Passed.

11. **Discussion and Action:**

Mayor/Planning Director

On the request for authorization and approval for the maximum purchase price of \$94,669.02 for the purchase and installation of a new sound system and all required equipment for Municipal Facilities , Region 19 Contract nos. 24-7488/24-7480 funded by 2023 Certificates of Obligation.

Planning Director, Art Rubio spoke regarding this item.

A motion was made by Council Member Garcia and seconded by Council Member G. Ortega to approve the request for authorization and approval for the maximum purchase price of \$94,669.02 for the purchase and installation of a new sound system and all required equipment for Municipal Facilities , Region 19 Contract nos. 24-7488/24-7480 funded by 2023 Certificates of Obligation. The City Clerk polled the council : G. Ortega - Aye, Quiroz – Present but not voting, R. Ortega – Aye, Avila – Absent, Ames – Aye, Gardea – Aye, Mendoza - Aye. Motion Passed.

12. Discussion and Action:

Mayor/Police Chief

On a Resolution authorizing Police Chief Marco Vargas to sign an Interlocal Agreement on behalf of the Town of Horizon City with the El Paso County Juvenile Board and the 65th Judicial District Court to designate a Juvenile Processing Office within the Horizon City Police Headquarters.

Asst. Police Chief, Jose Kluge spoke regarding this item.

A motion was made by Council Member R. Ortega and seconded by Council Member Gardea to approve the resolution authorizing Police Chief Marco Vargas to sign an Interlocal Agreement on behalf of the Town of Horizon City with the El Paso County Juvenile Board and the 65th Judicial District Court to designate a Juvenile Processing Office within the Horizon City Police Headquarters. The City Clerk polled the council : G. Ortega - Aye, Quiroz – Present but not voting, R. Ortega – Aye, Avila – Absent, Ames – Aye, Gardea – Aye, Mendoza - Aye. Motion Passed.

13. Discussion and Action:

Mayor/Police Chief

To approve and authorize the Mayor and Chief of Police to sign the Texas Police Chiefs Association Accreditation agreement for continued accreditation status for best police practices.

Police Lieutenant, Jaime Crespo spoke regarding this item.

A motion was made by Council Member Mendoza and seconded by Council Member R. Ortega to approve and authorize the Mayor and Chief of Police to sign the Texas Police Chiefs Association Accreditation agreement for continued accreditation status for best police practices. The City Clerk polled the council : G. Ortega - Aye, Quiroz – Present but not voting, R. Ortega – Aye, Avila – Absent, Ames – Aye, Gardea – Aye, Mendoza - Aye. Motion Passed.

14. PRESENTATION:

Mayor/Police Chief

On a presentation of the Horizon City Police Department Annual Report.

Police Lieutenants, Kaycee Valdez, Jaime Crespo, JC Rodriguez, Asst. Police Chief Kluge, Communications Asst. Mgr, Irlanda Hueta, Communications Mgr, Elva Ramos and Finance Director, Lily Gaytan spoke regarding this item.

15. Discussion and Action:

Mayor/Police Chief

On authorizing the Chief of Police to execute a Memorandum of Understanding (MOU) between the Town of Horizon City Police Department and Clint Independent School District regarding participation in the District's Career and Technical Education (CTE) programs.

Asst. Police Chief, Jose Kluge spoke regarding this item.

A motion was made by Council Member Gardea and seconded by Council Member R. Ortega to authorize the Chief of Police to execute a Memorandum of Understanding (MOU) between the Town of Horizon City Police Department and Clint Independent School District regarding participation in the District's Career and Technical Education (CTE) programs. The City Clerk polled the council : G. Ortega - Aye, Quiroz – Present but not voting, R. Ortega – Aye, Avila – Absent, Ames – Aye, Gardea – Aye, Mendoza - Aye. Motion Passed.

16. Discussion and Action:

Mayor/Police Chief

Approve and authorize the Mayor to sign an interlocal agreement with the City of El Paso for the use and interoperability of the P25 digital 800 MHz and VHF public safety radio system.

Communications Mgr, Elva Ramos spoke regarding this item.

A motion was made by Council Member R. Ortega and seconded by Council Member Mendoza to approve and authorize the Mayor to sign an interlocal agreement with the City of El Paso for the use and interoperability of the P25 digital 800 MHz and VHF public safety radio system. The City Clerk polled the council : G. Ortega - Aye, Quiroz – Present but not voting, R. Ortega – Aye, Avila – Absent, Ames – Aye, Gardea – Aye, Mendoza - Aye. Motion Passed.

17. Discussion and Action:

Mayor/Police Chief

Approve and authorize the Mayor and Chief of Police to sign a memorandum of understanding with the El Paso Police Department on behalf of the City of El Paso for the use of the Automated Fingerprint Identification System used for processing Juvenile Detainees through purchased Live Scan equipment.

Asst. Police Chief, Jose Kluge spoke regarding this item.

A motion was made by Council Member R. Ortega and seconded by Council Member Mendoza to approve and authorize the Mayor and Chief of Police to sign a memorandum of understanding with the El Paso Police Department on behalf of the City of El Paso for the use of the Automated Fingerprint Identification System used for processing Juvenile Detainees through purchased Live Scan equipment. The City Clerk polled the council : G. Ortega - Aye, Quiroz – Present but not voting, R. Ortega – Aye, Avila – Absent, Ames – Aye, Gardea – Aye, Mendoza - Aye. Motion Passed.

18. Discussion and Action:

Mayor/Police Chief

Approve and authorize the Chief of Police to accept the award from the Texas Facilities Commission for transfer and then to purchase 1 vehicle (SUV) from the State of Texas, State and Federal Surplus Property Office, in the amount of \$1,500, as per authority granted to Texas Facilities Commission through HB 229 (84th legislature) Texas Government Code 2175.308.

Police Lieutenant, Jaime Crespo spoke regarding this item.

A motion was made by Council Member R. Ortega and seconded by Council Member Ames to approve and authorize the Chief of Police to accept the award from the Texas Facilities Commission for transfer and then to purchase 1 vehicle (SUV) from the State of Texas, State and Federal Surplus Property Office, in the amount of \$1,500, as per authority granted to Texas Facilities Commission through HB 229 (84th legislature) Texas Government Code 2175.308. The City Clerk polled the council : G. Ortega - Aye, Quiroz – Present but not voting, R. Ortega – Aye, Avila – Absent, Ames – Aye, Gardea – Aye, Mendoza - Aye. Motion Passed.

19. Discussion and Action:

Mayor/Police Chief

Approve and authorize the Mayor to sign a Grant Resolution for Motor Vehicle Crime Prevention Authority 2027 Grant Application.

Police Lieutenant, Kaycee Valdez and Asst. Police Chief, Jose Kluge spoke regarding this item.

A motion was made by Council Member Mendoza and seconded by Council Member Ames to approve and authorize the Mayor to sign a Grant Resolution for Motor Vehicle Crime Prevention Authority 2027 Grant Application. The City Clerk polled the council : G. Ortega - Aye, Quiroz – Present but not voting, R. Ortega – Aye, Avila – Absent, Ames – Aye, Gardea – Aye, Mendoza - Aye. Motion Passed.

20. **Discussion and Action:**

Mayor/Police Chief

Approve and authorize for the Mayor or his designee to sign the FY2027 grant resolution for the Portable Radio Enhancement Project to the Office of the Governor.

City Clerk, Elvia Schuller asked for deletion of this item at the request of City Staff.

A motion was made by Council Member Gardea and seconded by Council Member Mendoza to delete this item as requested by City Staff. The City Clerk polled the council : G. Ortega - Aye, Quiroz – Present but not voting, R. Ortega – Aye, Avila – Absent, Ames – Aye, Gardea – Aye, Mendoza - Aye. Motion Passed.

21. **Discussion:**

Mayor/Finance Director

1st Reading of Ordinance No. 0323 Amendment No. 01, An Ordinance amending Ordinance NO. 0323 (Amendment NO. 01) of The Town of Horizon City, Adopting the Municipal Budget for the 2026 Fiscal Year, to allow for the budgeting and expenditure of funds for Police Department vehicles and lease payments for the Administrative Building; and Providing repealer and severability clauses.

Finance Director, Lily Gaytan spoke regarding this item.

22. **Executive Session**

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

ADJOURNMENT

A motion was made by Council Member Mendoza and seconded by Councilmember R. Ortega to adjourn at 7:59 PM.

Approved this ____ day of _____, 20__.

Attest:

Elvia Schuller, City Clerk

Andres Renteria, Mayor



Town of Horizon City



PROCLAMATION

Town of Horizon City, Texas

WHEREAS, the Town of Horizon City recognizes that the foundation of our municipal government and local businesses rests upon the dedication, skill, and professionalism of our administrative staff; and

WHEREAS, administrative professionals are the vital link between our citizens and their local government, serving as the first point of contact for the community and ensuring that the daily operations of the Town are conducted with efficiency, integrity, and grace; and

WHEREAS, these essential individuals master a wide range of responsibilities, including office management, coordinating complex schedules, digital communications, and providing exceptional customer service to the residents of Horizon City; and

WHEREAS, the theme of Administrative Professionals Day highlights the evolving role of these professionals as they adapt to new technologies and leadership challenges in an ever-changing workplace; and

WHEREAS, the Town of Horizon City desires to express its sincere appreciation to all administrative professionals for their hard work, loyalty, and the significant contributions they make to the success and spirit of our "Great Place to Live."

NOW, THEREFORE, I, Andres Renteria, Mayor of the Town of Horizon City, Texas, do hereby proclaim April 22, 2026, as:

“ADMINISTRATIVE PROFESSIONALS DAY”

in the Town of Horizon City, and I urge all citizens and employers to join me in recognizing the administrative professionals in our community for their tireless efforts and the essential services they perform.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Horizon City to be affixed this 14th day of April, 2026.

City Mayor Andres Renteria
Council Member Place 1 Guillermo Ortega
Council Member Place 2 Scott Quiroz
Council Member Place 3 Rocio Ortega
Council Member Place 4 Robert Avila
Council Member Place 5 Katherine Ames
Council Member Place 6 Matthew Gardea
Council Member Place 7 Ruben Mendoza



Town of Horizon City



PROCLAMATION

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

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

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

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

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

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

That the week of April 12- April 18, 2026 be known as:

"Public Safety Telecommunicators Week".

SIGNED, this 14th day of April 2026.

- _____ City Mayor Andres Renteria
- _____ Council Member Place 1 Guillermo Ortega
- _____ Council Member Place 2 Scott Quiroz
- _____ Council Member Place 3 Rocio Ortega
- _____ Council Member Place 4 Robert Avila
- _____ Council Member Place 5 Katherine Ames
- _____ Council Member Place 6 Matthew Gardea
- _____ Council Member Place 7 Ruben Mendoza

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

1. **SCOPE OF SERVICES.**

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

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

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

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

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

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

- 1.1.5 The City of El Paso will provide tuberculosis and sexually transmitted disease control services to residents of Town of Horizon City. Services may include testing, treatment and investigation of contacts, as appropriate. Appropriate and customary fees will be charged to those receiving these services.
- 1.1.6 The City of El Paso will provide Women, Infants and Children (WIC) Nutrition services to residents of Town of Horizon City in accordance with Texas DSHS requirements. Services may include medical health assessment, nutrition, breast-feeding promotion, social service referral, and food benefit issuances, as appropriate.
- 1.1.7 The City of El Paso will provide pediatric dental services to residents living in Town of Horizon City in accordance with Texas Title V requirements and in accordance with Texas Medicaid waiver guidelines.
- 1.1.8 The City of El Paso will provide informational programs including but not limited to injury prevention, asthma, diabetes, abstinence, maturation/puberty, and tobacco use prevention. These services are generally provided to Town of Horizon City's residents at local school facilities through the City of El Paso's Health Education Program.
- 1.1.9 The City of El Paso will NOT provide mosquito control services, including but not limited to, collecting and identifying mosquito species, larviciding, adulticiding, providing enforcement of violations that create mosquito harborage as appropriate, tracking of vector-borne disease, and educating the public regarding disease prevention strategies.
- 1.1.10 The City of El Paso will include the jurisdictional areas of Town of Horizon City within its programs and services for the purpose of the enhancement of the air quality, to include but not be limited to, routine ambient air monitoring, analysis of gasoline samples to ensure compliance with oxygen content, and investigation and enforcement of air-related nuisances and other requirements as set forth by the Texas Commission on Environmental

Quality and/or the United States Environmental Protection Agency as appropriate.

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

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

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

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

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

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

4.1 This Agreement will be for a term of one year and will automatically renew for a term of one year, each year, unless the Parties execute a new agreement by August 31st for the next year of performance or unless either Party terminates this Agreement within 30 days after the beginning of the next fiscal year. If the Agreement is automatically renewed, the rate for service shall be as set forth in Schedule C of the annual budget as approved by City Council for the respective fiscal year as well as in Appendix A. The City shall update Appendix A every fiscal year. Any change to the rate for service reflected by the City of El Paso's Schedule C, Appendix A shall be effective for the period beginning on September 1st of the next year of performance. All other terms and conditions of the Agreement shall remain in full force and effect. By way of example, the Parties agree that if the City of El Paso adopts Schedule C in August of 2025, and said Schedule C changes any rate for service covered by this Agreement, said rate change shall be effective beginning on September 1, 2025 through August 31, 2026. For each year that this Agreement will be automatically renewed, the City of El Paso shall notify the Town of Horizon City by August 1st of each year regarding proposed service rates set forth in Schedule C for the upcoming fiscal year. The Parties understand that any rate provided prior to the El Paso City Council's adoption of Schedule C is merely a guide which may or may not be changed once the El Paso City Council approves Schedule C which will contain the actual rate for service. If, prior to September 1st, the Town of Horizon City notifies the City of El Paso that the new rates are unacceptable, the Parties shall

negotiate the new rates for the upcoming fiscal year by September 30th. This deadline may be extended by agreement of the Parties.

5. **COMPENSATION.**

5.1 The Town of Horizon City agrees to pay the amount not to exceed Two Hundred Ten Thousand Five Hundred Fifty-Five Dollars and NO/100 (\$ 210,555.00) for services rendered in accordance with this Agreement, excluding the services described in Section 4.1. Payments shall be made in equal quarterly installments, each in the amount of Fifty-Two Thousand Six Hundred Thirty-Eight Dollars 75/100 (\$ 52,638.75) with the first payment becoming due and payable on the 1st day of September each year or within 10 days after the date that Town of Horizon City signs this Agreement, whichever is later. The quarterly installment described in this Section 5.1 does not include the services described in Section 4.1. The Cost Model attached hereto as Appendix A identifies the total cost of services offered by the City of El Paso to Town of Horizon City pursuant to this Agreement. The City shall update Appendix A every fiscal year.

5.2 The Parties acknowledge that the funds paid by the Town of Horizon City pursuant to Section 5.1 above may not be sufficient in the event of an unexpected occurrence such as an outbreak, epidemic (i.e. Zika, cholera), or intervention of emerging or new diseases or public health threats (chemical or biological) in the jurisdictional areas of Town of Horizon City. The Town of Horizon City shall name a person to serve as a point of contact to discuss these types of threats, their intervention, and any additional costs that the Town of Horizon City will need to pay to defray the resulting expenses. Such contact person shall be designated and disclosed to the City of El Paso.

6. **PAYMENTS PURSUANT TO THIS AGREEMENT.** Payments submitted under this Agreement shall be made payable to the City of El Paso, Attn: Comptroller, PO Box 1890, El Paso, TX 79950-1890. In addition to the compensation provided for herein, the City of El Paso shall receive all proceeds received from inspection and permit fees collected in the Town of Horizon City. Such fees, when set or revised by Town of Horizon City and to the extent allowed by law, shall be set in the same amounts as the fees for the identical services or charges as made by the

City of El Paso. All fees that Town of Horizon City collects for this purpose shall be paid to the City of El Paso on a quarterly basis, within thirty (30) days of the conclusion of the quarter. Town of Horizon City shall also provide the City of El Paso with a report indicating the amount of fees collected and the time period associated with such collection. In event that Town of Horizon City accrues an arrearage on payment, the City of El Paso Comptroller or any collection agency retained by the City to collect delinquent accounts may add a collection fee of 21% to the account receivable if owing to the City for more than sixty (60) days, pursuant to the El Paso City Code, Ordinance 14700.

7. **LAW GOVERNING CONTRACT.** The governing law for this Agreement shall be the laws of the State of Texas. The venue shall be in Town of Horizon City, Texas.

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

7.2 *Privileges and Immunities.* All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the City of El Paso when performing a function shall apply to such

officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement. Each Party reserves, and does not waive, its rights of sovereign immunity and rights under the Texas Tort Claims Act.

7.3 *Governmental Function.* The Parties expressly agree that, in all things relating to this Agreement, the City of El Paso is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the City of El Paso, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.

7.4 *Exclusion of Incidental and Consequential Damages.* Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish and emotional distress AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CITY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

7.5 *Intentional Risk Allocation.* Each of the Parties acknowledges that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the Parties.

8. **HHS PRIVACY REGULATIONS.** The Health Insurance Portability and Accountability Act (HIPAA) *Standards for Privacy of Individually Identifiable Health Information* (Privacy Rule). See 45 CFR Part 160 and Subparts A and E of Part 164, requires that the City of El Paso

offer assurances to Town of Horizon City that the City of El Paso will safeguard any protected health information received or created on behalf of Town of Horizon City. Pursuant to this requirement, the Parties further agree to the terms and conditions of the standard HIPAA Business Associate Agreement set forth in Appendix B and incorporated herein as if fully set forth.

Town of Horizon City continues its authorization for the City of El Paso to possess and maintain any protected health information received or created on behalf of Town of Horizon City and previously possessed or maintained by the El Paso City-County Health and Environmental District, in accordance with the terms of the standard Business Associate Agreement set forth in Appendix B.

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

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

TOWN OF HORIZON CITY: Town of Horizon City
Attn: Mayor Andres Renteria
14999 Darrington Rd.
Horizon City, Texas, 79928

All payments by Town of Horizon City under this Agreement are payable only out of current Town of Horizon City revenues. In the event that funds relating to this Agreement do not become available, such as by Town of Horizon City, City Council not appropriating the funds, Town of Horizon City shall have no future obligation to pay or perform any future services related herein to the City of El Paso for Town of Horizon City's fiscal year during which time such funding is not available or appropriated; however, all services that have been provided by the City of El Paso shall be paid in accordance with Sections 5 and 6 of this Agreement. Should Town of Horizon City experience a funding unavailability related to the services described in this Agreement, Town of Horizon City shall immediately provide written notification to the City of El Paso of such case and either Party may choose to terminate the Agreement subject to this Section 9. In the event that

Town of Horizon City notifies the City of El Paso that Town of Horizon City is experiencing a funding unavailability related to this Agreement, the City of El Paso shall immediately cease providing the services described in this Agreement to Town of Horizon City except as required by related grant funding requirements to which the City of El Paso must adhere.

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

11. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

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

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

(Signature pages follow)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

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

APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Mona M. Heydarian
Assistant City Attorney

Veerinder Taneja, Director
Department of Public Health

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Joyce Garcia
Assistant City Attorney

Nicolas Ybarra, Director
Environmental Services Department

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Eric Gutierrez
Senior Assistant City Attorney

Steve Alvarado, Director
Code Enforcement

(Signatures continue on the following page)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

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

APPROVED this _____ day of _____, 2026.

TOWN OF HORIZON CITY:

Andres Renteria
Mayor, Town of Horizon City

ATTEST:

APPROVED AS TO FORM:

Printed Name: _____
City Clerk, Town of Horizon City

Printed Name: _____
Attorney, Town of Horizon City

APPENDIX A

Municipality									
Program	El Paso	Anthony	Clint	Horizon	Socorro	Vinton	County	San Elizario	Total Operational Cost
Administration	\$ 6,115,219.00	\$ 33,071.00	\$ 8,315.00	\$ 202,596.00	\$ 309,051.00	\$ 24,179.00	\$ 1,014,853.00	\$ 91,132.00	\$ 7,798,416.00
Administration (GF)	\$ 3,347,159.00	\$ 18,101.00	\$ 4,551.00	\$ 110,891.00	\$ 169,159.00	\$ 13,234.00	\$ 555,479.00	\$ 49,881.00	\$ 4,268,455.00
Administration Support Services(GF)	\$ 2,768,060.00	\$ 14,970.00	\$ 3,764.00	\$ 91,705.00	\$ 139,892.00	\$ 10,945.00	\$ 459,374.00	\$ 41,251.00	\$ 3,529,961.00
Percent of Total Cost	78.42%	0.42%	0.11%	2.60%	3.96%	0.31%	13.01%	1.17%	100.00%
Population	678,815	3,671	923	22,489	34,306	2,684	112,653	10,116	865,657
ESD Grand Total	\$ 240,237.00	\$ 1,299.00	\$ 327.00	\$ 7,959.00	\$ 12,141.00	\$ 950.00	\$ 39,869.00	\$ 3,580.00	\$ 306,362.00
Air Quality (per capita)	\$ 240,237.00	\$ 1,299.00	\$ 327.00	\$ 7,959.00	\$ 12,141.00	\$ 950.00	\$ 39,869.00	\$ 3,580.00	\$ 306,362.00
Code Enforcement Grand Total	\$ 886,980.00	\$ 4,797.00	\$ -	\$ -	\$ 44,826.00	\$ 3,507.00	\$ 147,199.00	\$ 13,218.00	\$ 1,100,527.00
Food Inspections	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Vector Control	\$ 886,980.00	\$ 4,797.00	\$ -	\$ -	\$ 44,826.00	\$ 3,507.00	\$ 147,199.00	\$ 13,218.00	\$ 1,100,527.00
GRAND TOTAL	\$ 7,242,436.00	\$ 39,167.00	\$ 8,642.00	\$ 210,555.00	\$ 366,018.00	\$ 28,636.00	\$ 1,201,921.00	\$ 107,930.00	\$ 9,205,305.00
PREVIOUS FEE	\$ 7,600,768.00	\$ 41,103.00	\$ 9,081.00	\$ 221,749.00	\$ 390,588.00	\$ 30,052.00	\$ 1,258,750.00	\$ 113,346.00	\$ 9,665,439.00
Variance FY2026	\$ (358,332.00)	\$ (1,936.00)	\$ (439.00)	\$ (11,194.00)	\$ (24,570.00)	\$ (1,416.00)	\$ (56,829.00)	\$ (5,416.00)	\$ (460,134.00)
% Change	-4.71%	-4.71%	-4.83%	-5.05%	-6.29%	-4.71%	-4.51%	-4.78%	-4.76%

APPENDIX B

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

THIS AGREEMENT is entered into on _____, 2026, by the CITY OF EL PASO, TEXAS through the Department of Public Health (CITY), as the Covered Entity, and the Town of Horizon, (BUSINESS ASSOCIATE) by and through their duly authorized officials, in order to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing protected health information (PHI) and business associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, as amended from time to time (statute and regulations hereafter collectively referred to as "HIPAA"). Covered Entity and Business Associate may be referred to herein individually as (Party) or collectively as (Parties).

RECITALS

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

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

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

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

NOW THEREFORE, CITY and BUSINESS ASSOCIATE agree as follows:

A. HIPAA Terms

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

- c. **HHS Privacy Regulations** shall mean the Code of Federal Regulations ("C.F.R.") at Title 45, Sections 160 and 164, in effect, or as amended.
 - d. **Individual** shall mean the person who is the subject of the Information, and has the same meaning as the term "individual" as defined in 45 C.F.R. 164.501.
 - e. **Information** shall mean any "health information" provided and/or made available by the CITY to BUSINESS ASSOCIATE, and has the same meaning as the term "health information" as defined by 45 C.F.R. 160.102.
 - f. **Parties** shall mean the CITY and BUSINESS ASSOCIATE.
 - g. **Secretary** shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.
 - h. **Catch-all definition:** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. Part 160 and 164, in effect, or as amended: breach, data aggregation, designated record set, disclosure, health care operations, protected health information, required by law, subcontractor, and use.
2. **Limits on Use and Disclosure Established by Terms of Agreement.** BUSINESS ASSOCIATE hereby agrees that it shall be prohibited from using or disclosing the Information provided or made available by the CITY for any other purpose other than as expressly permitted or required by this Agreement (ref 45 C.F.R. 164.504(e)(2)(i).)
 3. **Stated Purposes for which BUSINESS ASSOCIATE May Use or Disclose Information.** The Parties hereby agree that BUSINESS ASSOCIATE shall be permitted to use and/or disclose Information provided or made available from CITY for the following stated purposes: To provide public health, research, and related support services (service) to the community of the CITY for the mutual benefit and general welfare of BUSINESS ASSOCIATE and the CITY (ref 45 C.F.R. 164.504(e)(2)(i); 65 Fed. Reg. 82505.)

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

five (5) days of discovery any use or disclosure of Information not provided for or allowed by this Agreement. (ref 45 C.F.R. 164.504(e)(2)(ii)(C)).

d. **Subcontractors and Agents.** BUSINESS ASSOCIATE hereby agrees that any time Information is provided or made available to any subcontractors or agents, BUSINESS ASSOCIATE must enter into a subcontract with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of Information as contained in this Agreement. (ref 45 C.F.R. 164.504(e)(2)(ii)(D)).

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

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

f. **Correction of Health Information by Individuals.** BUSINESS ASSOCIATE shall, upon receipt of notice from the CITY, amend or correct protected health information (PHI) in its possession or under its control so long as the information is maintained in a designated record set 45 CFR 164.526

g. **Amendment and Incorporation of Amendments.** BUSINESS ASSOCIATE agrees to make Information available for amendment and to incorporate any amendments to Information in

accordance with 45 C.F.R. 164.504(e)(2)(ii)(F)).

- h. **Provide Accounting.** BUSINESS ASSOCIATE agrees to make Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref 45 C.F.R. 164.504(e)(2)(ii)(G)).
- i. **Access to Books and Records.** BUSINESS ASSOCIATE hereby agrees to make its internal practices, books, and records relating to the use or disclosure of Information received from, or created or received by BUSINESS ASSOCIATE on behalf of the CITY, available to the Secretary or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations. (ref 45 C.F.R. 164.504(e)(2)(ii)(H)).
- j. **Return or Destruction of Information.** At the termination of this Agreement, BUSINESS ASSOCIATE hereby agrees to adhere to Section B.3. of this Agreement. (ref 45 C.F.R. 164.504(e)(2)(ii)(I)).
- k. **Mitigation Procedures.** BUSINESS ASSOCIATE agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of Information in a manner contrary to this Agreement or the HHS Privacy Regulations. (ref 45 C.F.R. 164.530(±)).
- l. **Sanction Procedures.** BUSINESS ASSOCIATE agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement of the HHS Privacy Regulations. (ref 45 C.F.R. 164.530(e)(1)).
- m. **Subpart E of 45 C.F.R. Part 164.** To the extent BUSINESS ASSOCIATE is to carry out one or more of CITY'S obligations under Subpart E of 45 C.F.R. Part 164, BUSINESS ASSOCIATE shall comply with the requirements of Subpart E that apply to CITY in the performance of such obligation(s).
- n. **Prohibition against the Sale of Protected Health Information.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.153, and any amendments of that section.

- o. **Notice and Authorization Required for Electronic Disclosure of PHI.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.154, and any amendments of that section, regarding the requirement of providing notice to an Individual for whom the BUSINESS ASSOCIATE creates or receives protected health information if the Individual's PHI is subject to electronic disclosure.
 - p. **State Law on Medical Records Privacy.** The BUSINESS ASSOCIATE shall abide by the requirements set forth in Texas Health and Safety Code Section 181.001 et. seq., and any amendments of that chapter.
8. **Property Rights.** The Information shall be and remain the property of the CITY. BUSINESS ASSOCIATE agrees that it acquires no title or rights to the Information, including any de-identified Information, as a result of this Agreement.
 9. **Modifications.** The CITY and BUSINESS ASSOCIATE agree to modify this Business Associate Agreement, in order to comply with Administrative Simplification requirements of HIPAA, as set forth in Title 45, Parts 160 and 164, (Subparts A and E the "Privacy Rule" and Subparts A and C the "Security Rule") of the Code of Federal Regulations.
 10. **Automatic Amendment.** Upon the effective date of any amendment to the regulations promulgated by HHS with respect to PHI, this Business Associate Agreement shall automatically amend such that the obligations imposed on BUSINESS ASSOCIATE as a Business Associate remain in compliance with such regulations.

B. Term and Termination

1. **Term.** The Term of this Agreement shall be effective upon execution of the Interlocal Agreement, and shall terminate concurrently following the termination of the Interlocal Agreement or on the date covered entity terminates for cause as authorized in paragraph (B.2.) of this Section, whichever is sooner.
2. **Termination for Cause.** Upon the CITY's knowledge of a material breach by BUSINESS ASSOCIATE, the CITY shall:
 - a. Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation, and terminate if BUSINESS ASSOCIATE does not cure the breach or end the violation within

the time specified by the CITY.

- b. Immediately terminate the Business Associate Agreement if BUSINESS ASSOCIATE has breached a material term of this Business Associate Agreement and cure is not possible.
- c. Notify the Secretary of HHS if termination is not possible.

3. **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, BUSINESS ASSOCIATE, with respect to protected health information received from CITY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of CITY, shall:

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

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

1. Exercise any of its rights of access and inspection under Section A.7.e. of this Agreement;
2. Take any other reasonable steps that CITY, in its sole discretion, shall deem necessary to cure such breach or end such violation; and/or
3. Terminate this Agreement immediately.
4. Injunction. CITY and BUSINESS ASSOCIATE agree that any violation of the provisions of this Agreement may cause irreparable harm to CITY. Accordingly, in addition to any other remedies available to CITY at law, in equity, or under this Agreement, in the event of any violation by BUSINESS ASSOCIATE of any of the provisions of this Agreement, or any explicit threat thereof, CITY shall be entitled to seek an injunction or other decree of specific performance with respect to such violation or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages. The Parties' respective rights and obligations under this Section C.4. shall survive termination of the Agreement.
5. Indemnification. Removed.

D. Miscellaneous

1. **Regulatory References.** A reference in this Agreement to a HIPAA section means the section as in effect or as amended.
2. **Amendment.** CITY and BUSINESS ASSOCIATE agree that amendment of this Agreement may be required to ensure that CITY and BUSINESS ASSOCIATE comply with changes in state and federal laws and regulations relating to the privacy, security, and confidentiality of protected health information. CITY may terminate this Agreement upon 60 days written notice in the event that BUSINESS ASSOCIATE does not promptly enter into an amendment that CITY, in its sole discretion, deems sufficient to ensure that CITY will be able to comply with such laws and regulations. This Agreement may not otherwise be amended except by written agreement between the Parties and signed by duly authorized representatives of both Parties.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

4. **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either Party may change the address to which notices are sent by sending written notice of such change of address to the other Party.

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

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

BUSINESS ASSOCIATE: Town of Horizon
Attn: Andres Renteria
14999 Darrington Rd.
Horizon City, TX 79928

5. **Non-Waiver.** No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.
6. **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
7. **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its principles of conflict of laws, with venue in El Paso County, Texas.
8. **Compliance with Laws.** BUSINESS ASSOCIATE agrees that its obligations pursuant to this Agreement shall be performed in compliance

with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, BUSINESS ASSOCIATE reserves the right to notify CITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.

9. **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

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

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

ORDINANCE NO. _____

2026 BUDGET AMENDMENT NO. 01

AN ORDINANCE AMENDING ORDINANCE NO. 0323 (AMENDMENT NO. 01) OF THE TOWN OF HORIZON CITY, ADOPTING THE MUNICIPAL BUDGET FOR THE 2026 FISCAL YEAR, TO ALLOW FOR THE BUDGETING AND EXPENDITURE OF FUNDS FOR POLICE DEPARTMENT VEHICLES AND LEASE PAYMENTS FOR THE ADMINISTRATIVE BUILDING; AND PROVIDING REPEALER AND SEVERABILITY CLAUSES.

WHEREAS, an Ordinance was enacted on the 10th day of September 2025, which adopted a budget for the fiscal year of October 1, 2025, to September 30, 2026, for the Town of Horizon City; and

WHEREAS, it is now necessary to amend said budget for municipal purposes to establish the funding for contract services in the finance department, as this funding and expenditures necessary to provide financial services were not included in the budget.

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

1. FINDINGS OF FACT

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

2. BUDGET AMENDMENT

That funds shall be transferred, as set forth in Attachment “A”, for the above-stated purpose.

3. REPEALER

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

4. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with

jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

5. PROPER NOTICE & MEETING

This budget amendment shall be in file with the City Clerk for public inspection. It is hereby 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 of the Texas Local Government Code.

PASSED & APPROVED this, the ____ day of _____, 2026, by a vote of ____ (*ayes*) to ____ (*nays*) to ____ (*abstentions*) of the City Council of Horizon City, Texas.

TOWN OF HORIZON CITY:

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth, City Attorney

First Reading _____
Second Reading _____

ATTACHMENT “A”
Town of Horizon City
2026 Budget Amendment No. 1
General Fund

<u>Account</u>	<u>Current Budgeted Amount</u>	<u>Amendment</u>	<u>Revised Budgeted Amount</u>
Group Health - Executive 01-501-5050	\$67,032.00	(\$34,495.00)	\$32,537.00
Finance Lease Principal - Administration 01-507-6295	\$35,795.00	\$34,495.00	\$70,290.00
Vehicles - Public Safety 01-507-6035	\$0.00	\$50,000.00	\$50,000.00
Proceeds from Capital Lease Principal 01-400-4445	\$0.00	\$50,000.00	\$50,000.00



Town of Horizon City
 14999 Darrington Road
 Horizon City, TX 79928
 915-852-1046
 915-852-1005 fax
 www.horzoncity.org

**The Town of Horizon City
 Planning Department**

BIDDERS TABULATION

Project Name: 120-Foot Self Support Tower
RFQ Solicitation No.: 2026-104
Bid Date: Tuesday, 03-24-2026 at 2:00 p.m.
Consultant: N/A

PROPOSERS	ACO Remodeling and Construction	Aztec Contractors, Inc.	Mobile Communications America	Pride General Contractors, LLC
Total Proposal	\$243,674.70	\$466,921.00	\$250,328.00	\$295,830.77

Bids received via email to jsanchez@horzoncity.org

Bids Received by: *Jesse A. Sanchez*
 Jesse A. Sanchez, P.E., Project Manager

Project Name: 120 Ft. Self Support Tower
Project Solicitation No.: 2026-104
Date of Evaluation: Tuesday, 03-31-2026
Score Keeper: Jesse A. Sanchez

Bid Evaluation Final Scoresheet

Evaluator ID No.	Proposer	Evaluator Score	
Evaluator 1	ACO Remodeling & Construction	90.00	
	Aztec Contractors, Inc.	80.00	
	Mobile Communications America	100.00	
	Pride General Contractor, LLC.	85.00	
Evaluator 2	ACO Remodeling & Construction	91.00	
	Aztec Contractors, Inc.	79.00	
	Mobile Communications America	96.00	
	Pride General Contractor, LLC.	83.00	
Evaluator 3	ACO Remodeling & Construction	96.50	
	Aztec Contractors, Inc.	86.50	
	Mobile Communications America	98.00	
	Pride General Contractor, LLC.	87.00	
Evaluator 4	ACO Remodeling & Construction	89.00	
	Aztec Contractors, Inc.	81.80	
	Mobile Communications America	99.20	
	Pride General Contractor, LLC.	85.00	
Evaluator 5	ACO Remodeling & Construction	94.00	
	Aztec Contractors, Inc.	86.00	
	Mobile Communications America	98.00	
	Pride General Contractor, LLC.	90.00	
Evaluator 6	ACO Remodeling & Construction	96.40	
	Aztec Contractors, Inc.	90.40	
	Mobile Communications America	98.00	
	Pride General Contractor, LLC.	93.40	
Totals	ACO Remodeling & Construction	92.82	2
	Aztec Contractors, Inc.	83.95	4
	Mobile Communications America	98.20	1
	Pride General Contractor, LLC.	87.23	3

Project Name: 120 Ft. Self Support Tower
Project Solicitation No.: 2026-104
Date of Evaluation: Tuesday, 03-31-2026

Bid Evaluation

Evaluator 1: _____

The Owner may consider the following criteria to determine which Proposal offers the Best Value.

	Evaluation Criteria	Proposer	Point Value (max%)	Relative Weight (%)	Total
1.	Purchase Price	ACO Remodeling & Construction		40	0.00
		Aztec Contractors, Inc.		40	0.00
		Mobile Communications America		40	0.00
		Pride General Contractor, LLC.		40	0.00
2.	The Proposers experience with requested goods and services.	ACO Remodeling & Construction		20	0.00
		Aztec Contractors, Inc.		20	0.00
		Mobile Communications America		20	0.00
		Pride General Contractor, LLC.		20	0.00
3.	The Proposers reputation regarding goods and services	ACO Remodeling & Construction		10	0.00
		Aztec Contractors, Inc.		10	0.00
		Mobile Communications America		10	0.00
		Pride General Contractor, LLC.		10	0.00
4.	The Quality of the Proposers goods and services	ACO Remodeling & Construction		10	0.00
		Aztec Contractors, Inc.		10	0.00
		Mobile Communications America		10	0.00
		Pride General Contractor, LLC.		10	0.00
5.	The Proposers past relationship with TOHC.	ACO Remodeling & Construction		10	0.00
		Aztec Contractors, Inc.		10	0.00
		Mobile Communications America		10	0.00
		Pride General Contractor, LLC.		10	0.00
6.	The Proposers ability to remain on schedule.	ACO Remodeling & Construction		10	0.00
		Aztec Contractors, Inc.		10	0.00
		Mobile Communications America		10	0.00
		Pride General Contractor, LLC.		10	0.00

Evaluator 1 Totals		Score	Rank
	ACO Remodeling & Construction	0.00	1
	Aztec Contractors, Inc.	0.00	1
	Mobile Communications America	0.00	1
	Pride General Contractor, LLC.	0.00	1



Town of Horizon City
14999 Darrington Road
Horizon City, TX 79928
915-852-1046
www.horizocity.org

MEMORANDUM

Date: April 14, 2026

To: Honorable Mayor and Members of City Council

From: Jesse A. Sanchez, P.E., CIP Project Manager

SUBJECT: City Council Agenda Item No. 16 on the approval of a bid for project titled “120-foot Self-Support Tower”, RFQ Solicitation No. 2026-104 to Mobile Communications America in the amount of \$250,328.00 for the turnkey installation of a new 120-foot self-support tower with concrete foundation and wrought-iron security fence. The project completion time is forty-five (45) calendar days from receipt of a Notice to Proceed. The work shall be paid for by 2023 Certificates of Obligation.

PURPOSE: This item was requested by Police Services for the installation of a new self-support tower. The existing tower is outdated and not designed to support the new communications equipment that is required by the new 911 emergency service system.

JUSTIFICATION: A total of 57 registered vendors from the ASC Region 19 were contacted. Four bids were received on 03-24-2026. Bids were evaluated on 03-31-2026 using six evaluation criteria. The six (6) member evaluation committee included the Assistant Police Chief and representatives from Dispatch Services, IT Services and the Planning Department. The Best Value Proposer was determined to be Mobile Communications America.

IMPACTS OF NON-APPROVAL: Police Services will continue to use the existing support tower. However, the existing support tower must be relocated from its current position by 05-31-2026.

MOTION RECOMMEDATION: It is recommended that the Council approve RFQ No. 2026-104, 120-foot Self Support Tower to the Best Value Proposer, Mobile Communications America, in the amount of \$250,328.00 for the turnkey installation of a new 120-foot Self Support Tower with concrete foundation and wrought-iron security fence.

**REGION ONE EDUCATION SERVICE CENTER
MASTER INTERLOCAL AGREEMENT**

This Master Interlocal Agreement (“Agreement”) is made by and between Region One Education Service Center (“Region One”) and _____ (“Member”), (collectively referred to as the “Parties”) acting herein by and through their respectively authorized officers or employees.

RECITALS

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions and services; and
WHEREAS, the Parties wish to enter into this Agreement to provide local governments with greater efficiency and economy in purchasing products and services; and
NOW THEREFORE, in consideration of and conditioned upon the mutual covenants and agreements, herein, the Parties hereto mutually agree as follows:

AGREEMENT

1. TERM: This Agreement is effective from the date of the last signature and shall automatically renew for services and/or goods selected for successive one-year terms unless either party gives sixty (60) days prior written notice of non-renewal. Notice of such non-renewal shall be sent according to Paragraph 13. The conditions set forth herein shall apply to the initial term and all subsequent renewals.
2. TERMINATION: Either party will be in default of this Agreement if such party fails to comply with any obligation in this Agreement and such failure continues for ten (10) days after receiving written notice from the non-defaulting party. In the event of default, the non-defaulting party, upon written notice to the defaulting Party, may terminate this Agreement for cause as of the date specified in the notice, and may seek other relief as provided by law. Region One or the Member may terminate this Agreement in writing at any time upon providing at least thirty (30) days written notice to the other party. The Member agrees to pay an amount which bears the same ratio to the total compensation as the services actually performed to the total services of this Agreement, less any compensation previously paid. The Member acknowledges that some service contracts accompanying this Agreement may not be subject to early termination and therefore early termination in such situations is void.
3. SCOPE: The scope of this Agreement is limited to the purchase of goods and/or services, other than engineering or architectural services or construction services, governed by the contracts between Region One and vendors offering such services/goods. The purchase of goods includes the purchase of any services reasonably required for the installation, operation, or maintenance of the goods. The Member acknowledges and agrees that the terms of the contracts between Region One and the vendors providing such goods and/or services are incorporated as if they were fully set out herein. The Member shall abide by the terms of the contracts for the goods/services the Member elects to purchase.
4. ELECTION OF GOODS AND/OR SERVICES: A list of the goods/services available for contracting through this Agreement is contained in the Election of Goods and/or Services Form, attached hereto as Exhibit A. Upon entering into this Agreement, the Member shall indicate on the Election of Goods and/or Services all goods and/or services the Member seeks to purchase for the initial term of this Agreement. If Member elects to purchase different goods and/or services for subsequent renewal terms, Member shall complete an

updated Exhibit A, which will be effective upon the start of the renewal term. If Member does not complete an updated Exhibit A, then the election(s) contained in the present Exhibit A shall control for the term of the renewal(s).

5. RELATIONSHIP: The relationship between the Parties is that of independent contractor. Neither party has the authority to bind the other in any manner.

6. MEMBER RESPONSIBILITIES: The Member understands that certain federal requirements involve circumstances unique to the Member's transaction and must be completed by the Member. At the time of procurement, specific information about the Member's transaction is unavailable to Region One, including the funding source to be used, the total value of the transaction, any specific requirements of a particular grant, or the Member's local policy requirements. As a result, the Member is ultimately responsible for compliance with certain applicable requirements and is advised to consult with the Member's legal counsel or granting agency to confirm compliance with any applicable regulations. Depending on the value or nature of a specific transaction, specific grant conditions, or other requirements, the Member may be required to:

- a. Maintain written procedures regarding conflicts of interest of employees engaged in the selection, award, and administration of contracts or purchasing;
- b. Avoid the purchase of unnecessary or duplicative items;
- c. Prepare an Independent Estimate and conduct a Cost and Price Analysis where the total cost of any transaction will exceed the simplified acquisition threshold, and negotiate profit as a separate cost item (if a cost analysis is performed);
- d. Take any necessary steps to ensure minority businesses, women's businesses, and labor surplus area firms are used when possible (i.e. dividing a project into smaller tasks or quantities to maximize participation by small, minority, and women owned businesses); and/or
- e. Ensure compliance with provisions related to recovered materials and domestic preferences.

7. COOP MEMBERSHIP: The Member understands that by executing this Agreement it agrees to be a member of the Region One Coop.

8. CURRENT REVENUES: The Member hereby warrants that all payments required of it pursuant to this Agreement shall be made from current revenues budgeted and available to the Member.

9. PAYMENT TERMS: Invoices are generated upon selection of goods/services. Invoices shall be payable to Region One in accordance with the provisions of the Prompt Pay Act Texas Government Code Chapter 2251, within forty-five (45) days after the Member's receipt of the invoice and delivery of the goods or services, and interest shall be payable by the Member on all past due amounts at the rate specified in Section 2251.025(b), Texas Government Code.

10. SOFTWARE SERVICES: Should the Member elect to purchase any of the software services offered by Region One, the Member understands that it may be required to execute a license agreement for such software. If a license agreement is required for purchase and use of any software, the Member agrees to execute such agreement in a timely manner.

11. ENERGY COOPERATIVES: As detailed in the corresponding contract documents for any energy cooperatives, Member's membership in such groups is coterminous with Region One's membership.

12. OWNERSHIP OF WORK PRODUCT: All work product, including any concepts, products, research, reports, studies, data, or other documents, drawings or materials prepared by Region One in the performance of its obligations under this Agreement shall not be works for hire and shall remain the exclusive property of Region

One. Any programs, data or other materials furnished by Region One for use by Member in connection with the Services performed under this Agreement will remain Region One's property, subject to any superseding licensing agreement or intellectual property rights of third parties.

13. NOTICE: Any notice required or permitted by this Agreement must be in writing and addressed to the party at the address set forth below, or such other address as is subsequently specified in writing. Notices will be effective as the date: (i) delivered by hand, (ii) delivered by national courier service or Registered/Certified Mail, postage prepaid, return receipt requested, (iii) received by facsimile, or (iv) received by email.

To Region One:

Dr. Daniel P. King
Email Address: dking@esc1.net

To Member:

Name: _____
Email Address: _____

14. AMENDMENTS: Region One may, from time to time, amend the terms of this Agreement including a change in program selection and an adjustment in the program fees, as may be necessary for the reasonable supervision and administration of this Agreement and to defray its reasonable administrative costs. No amendment shall become effective until the beginning of the next renewal term; provided, Region One has given not less than 60 days written notice. As detailed herein, on an annual basis, Member has the option to execute an updated Election of Goods and Services, a copy of which is attached hereto as Exhibit A, and may, for such upcoming renewal term, make changes to the goods/services it purchases except where not allowable under a specific program. Member is responsible for providing Region One with evidence that Exhibit A is duly authorized and payable from current appropriated funds of Member's governing body.

15. AUTHORIZATION: By entering into this Agreement, Member certifies that it has received board authorization for all expenditures for services and/or goods provided pursuant to this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized agents, sign this Agreement as of _____, 20_____.

REGION ONE ESC

By: _____

Print Name: Dr. Daniel P. King_____

Title: Executive Director_____

Date: _____

MEMBER

By: _____

Print Name: _____

Title: _____

Date: _____



Daniel P. King, Ph.D.
Executive Director

Region One Education Service Center

1900 W. Schunior, Edinburg, TX 78541 ♦ Ph (956) 984-6000 ♦ Fax (956) 984-7655

TO: Region One Purchasing Cooperative (ROPC) Members

FROM: Lori Atwood Ramos, Purchasing Director

SUBJECT: **Region One Purchasing Professional Consultant Services RFP 25-0165**

DATE: May 15, 2025

This request for proposal (RFP) allows the Region One Education Service Center, and its Purchasing Cooperative (ROPC) members, the opportunity to procure products and/or services that include, but are not limited to keynote/public speaking, grant writing/evaluation, professional and organizational development, compliance, consulting, management, advertising/ audio and video production/broadcasting/marketing/media, auditing/budgeting/finance, computer/IT, disaster/emergency planning, education course development/instruction/training/seminars/ workshops, examination and testing, food service/nutrition, horticultural/landscaping, human resources/personnel/employment, insurance/ benefits, interpreter/translation, safety/security, strategic planning and development, transportation, travel management services, etc. This bid solicitation does not include architectural or engineering services, as per Texas Government Code [791.011\(h\)](#). When using CNP funds, purchases under this contract are only allowable within the district's micro and/or simplified acquisition threshold. Item descriptions, specifications and/or technical requirements, estimated quantities, and pricing have been provided. Cooperative members may be required to conduct a cost or price analysis for the procurement of the specific goods and/or services being requested within the scope of services offered with this RFP. ROPC members are responsible for the selection of goods and services products available to meet their needs.

On April 2, 2025, the Region One Education Service Center Purchasing Department received ninety (90) responses to ROPC Professional Consultant Services RFP 25-0165. Proposals were evaluated to select the best qualified vendors based on the established criteria.

Eighty (80) vendors are recommended for award with complete proposal submissions and an evaluation score of seventy (70) or greater. GSFT-School Safety Certification – Cleburne, TX, Junction of Function, Inc – Naples, FL, Michael Areola dba Cenmic Management LLC – Katy, TX, Tel/Logic Inc dba E-Rate Central – Westbury, WY, The Reserve Network, Inc – Houston, TX, Zeitgeist Expressions Inc dba Zeitgeist Wellness Group – San Antonio, TX are currently awarded under ROPC Professional Consultant Services RFP 24-0162 therefore were not recommended for award under RFP 25-0165. UTJ Holdco, Inc – Washington, DC is currently awarded under ROPC Professional Consultant Services RFP 23-AGENCY-000117 therefore is not recommended for award under RFP 25-0165. BuzzClan, LLC – Flower Mound (County Denton), TX, Eli Patrick & Co – Harford, CT, Fidelity Partners Services LLC – San Antonio, TX scored below the minimum evaluation criteria requirements therefore are not recommended for award. The term of this proposal is effective June 1, 2025 through May 31, 2026 with the option to extend up to four (4) additional one-year terms, or through May 31, 2030, parties are in agreement. The tabulation and evaluation summary are enclosed for review and consideration.

On May 15, 2025, the Region One ESC Board of Directors met to review and approve the recommendation of ROPC Professional Consultant Services RFP 25-0165, effective June 1, 2025 through May 31, 2026, with the option to extend up to four (4) additional one (1) year periods, if all parties are in agreement.

Region One Education Service Center does not discriminate on the basis of age, race, color, national origin, gender or disability.

The following vendors were awarded:

1. Absolute Business Consulting Group, LLC – McAllen, TX
2. ACM Analytics, LLC – Springfield, VA
3. Aguiar Professional Training LLC – Ontario, CA
4. Air Tutors LLC – San Francisco, CA
5. AJM & M All Purpose Center – Mission, TX
6. Amplify Plus Therapy & Coaching PLLC – Missouri City, TX
7. Birch Agency, Inc – Portsmouth, NH
8. BNX Financial Solutions, LLC dba BNX Business Advisors – Jacksonville, FL
9. Bridge Philanthropic Consulting, LLC – New York, NY
10. Business Management Associates, Inc – Alexandria, VA
11. Camp Fire First Texas – Fort Worth, TX
12. Candor Consulting and Diagnostics, LLC – Belton, TX
13. Careers Work, Inc dba Career Management Partners – Dallas, TX
14. Cathlene Hockert dba Cathy Hockert Consulting Group – Little Canada, MN
15. Cignition, Inc – Portola Valley, CA
16. Continuity Operations Group, LLC – McLean, VA
17. Cudzu Creative LLC – Bristol, TN
18. Diagnostic Assessment Services, Inc – Farmers Branch, TX
19. Donovan Group III – Milwaukee, WI
20. EDU Solutions LLC – Spring, TX
21. Education First Consulting LLC – Seattle, WA
22. Empowering Business Solutions LLC – Humble, TX
23. Encima Media – San Antonio, TX
24. Excellence Blueprint LLC – McGregor, TX
25. Flint Avenue LLC – Lubbock, TX
26. FocusWorks Consulting Group – Nashville, TN
27. Forever Young Management Service, LLC – Jacksonville, FL
28. GilFlo Consulting Services, LLC – Austin, TX
29. Ho2 Systems LLC – Frisco, TX
30. Infostride Inc – San Jose, CA
31. Inquiry Schools, Inc – Philadelphia, PA
32. Julia Rock dba Julia Rock LLC – Houston, TX
33. K12 Tutoring Inc – Reston, VA
34. Kagan Professional Development – San Clemente, CA
35. Kaplan Early Learning Company – Lewisville, NC
36. Kauffman Education, LLC – Austin, TX
37. Keenan Reid Corporation LLC – Austin, TX
38. KTX Speech-Language Pathology, PLLC – Kyle, TX
39. Language & Content Services – Hutto, TX
40. Learn and Play LLC – Fort Sam Houston, TX
41. Lemonine Services Holdings LP dba DCMC Partners – Alexandria, VA
42. Linganational Translations, Inc – Chicago, IL
43. Love Centered Life – Henrietta, MO
44. Madison Brothers Consulting Group, Inc – Houston, TX
45. Math-A-Matics Tutoring – Houston, TX
46. McConnell & Jones LLP – Houston, TX
47. McREL International – Denver, CO
48. Mother Daughter ISH – Katy, TX

49. MRB Educational Consulting, LLC – Houston, TX
50. New Horizons Learning, LLC dba New Horizons – New Braunfels, TX
51. Nothing But Education – West Bloomfield, MI
52. O’Hanlon Demerath & Castillo P.C. – Austin, TX
53. One-By-One Solutions LLC – Moreno Valley, CA
54. Ortegon Insurance Agency, LLC – Weslaco, TX
55. Panzer Security Consulting Inc dba E-Panzer Security Consulting Inc – Denton, TX
56. Planware, LLC – McGregor, TX
57. Preeminence Professional Consulting Agency LLC – Roselle, NJ
58. ProSidian Consulting, LLC – Charlotte, NC
59. Rudra Enterprise LLC – Irving, TX
60. Safai Partners LLC – Houston, TX
61. Scholastic Inc – New York, NY
62. Security Insights LLC – Rancho Viejo, TX
63. Sequel Data Systems, Inc – Austin, TX
64. Stetson & Associates, Inc – Houston, TX
65. SureScore – Austin, TX
66. Symply Data Technologies LLC – Wheaton, IL
67. TechFides LLC – Frisco, TX
68. Texas Association for Bilingual Education – San Antonio, TX
69. Texas Instruments Incorporated – Dallas, TX
70. The Flippen Group LLC da Capturing Kids’ Hearts – College Station, TX
71. The Remix Center, PLLC – Dallas, TX
72. The Vine Communications LLC – Kerville, TX
73. Thriving Students Collective Inc – Lafayette, CA
74. To The Max Consulting LLC – Charlotte, NC
75. ValidateME! – Brownsville, TX
76. VanderHouwen & Associates, Inc VanderHouwen – Portland, OR
77. White’s Consultants – Raleigh, NC
78. World Design Marketing – Hilton Head Island, SC
79. Young Scholars Circle LLC dba The Masterpiece Academy – Ashburn, VA
80. Zencon Group Inc – Princeton, NJ

For your convenience, the order guide has been revised on posted on the Region One Purchasing Cooperative webpage at [Purchasing - Region One Education Service Center \(esc1.net\)](http://Purchasing - Region One Education Service Center (esc1.net)), Awarded Bids & Proposals. For additional information or questions, please contact the Region One Purchasing Cooperative at eBuyOne@esc1.net:

Lori Atwood Ramos, Purchasing Director, Phone: 956.984.6123
 Kristina Carrizales Escobar, Purchasing Cooperative Specialist, Phone: 956.984.6012
 Daisy Cuevas, Purchasing Cooperative Specialist, Phone: 956.984.6217
 Robert Meave, Purchasing Cooperative Specialist, Phone: 956.984.6249
 Idania Gonzalez, Purchasing Technician, Phone: 956.984.6204

TOWN OF HORIZON CITY, TEXAS
RESOLUTION

WHEREAS, the Town of Horizon City, Texas has undertaken a project commonly referred to as the Dilley, Delake, & Transit Center Project (the “Project”);

WHEREAS, the Town and the Authority executed an Interlocal Agreement – Project Development Agreement for the Dilley, Delake, & Transit Center Project dated April 8, 2025 (the Interlocal Agreement), which provided the Authority with funds from the Town for the completion of design plans necessary for the Dilley, Delake, & Transit Center Project (the Project); and

WHEREAS, the Parties now desire to amend the Interlocal Agreement to allow for the completion of certain environmental activities as well as the design services necessary for the addition of Cross River Drive and a detention basin to the Project plans.

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

That the Mayor be authorized to sign the First Amendment to the Interlocal Agreement – Project Development Agreement for the Dilley, Delake & Transit Center Project attached to this Resolution

(Signatures on next page)

PASSED AND APPROVED THE _____ day of April 2026.

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
DILLEY, DELAKE, & TRANSIT CENTER PROJECT

THIS FIRST AMENDMENT (the Amendment) is made and entered into effective as of the last date noted below, 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 executed an Interlocal Agreement – Project Development Agreement for the Dilley, Delake, & Transit Center Project dated April 8, 2025 (the Interlocal Agreement), which provided the Authority with funds from the Town for the completion of design plans necessary for the Dilley, Delake, & Transit Center Project (the Project); and

WHEREAS, the Parties now desire to amend the Interlocal Agreement to allow for the completion of certain environmental activities as well as the design services necessary for the addition of Cross River Drive and a detention basin to the Project plans.

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

1. Addition of EXHIBIT A-1. The parties hereby agree to add **EXHIBIT A-1** to the Interlocal Agreement, which is attached hereto and incorporated herein for all purposes.

2. 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.

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

4. 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

Date: _____

ATTEST:

Elvia Schuller
City Clerk

**CAMINO REAL
REGIONAL MOBILITY AUTHORITY**

Joyce A. Wilson, Chair

Date: _____

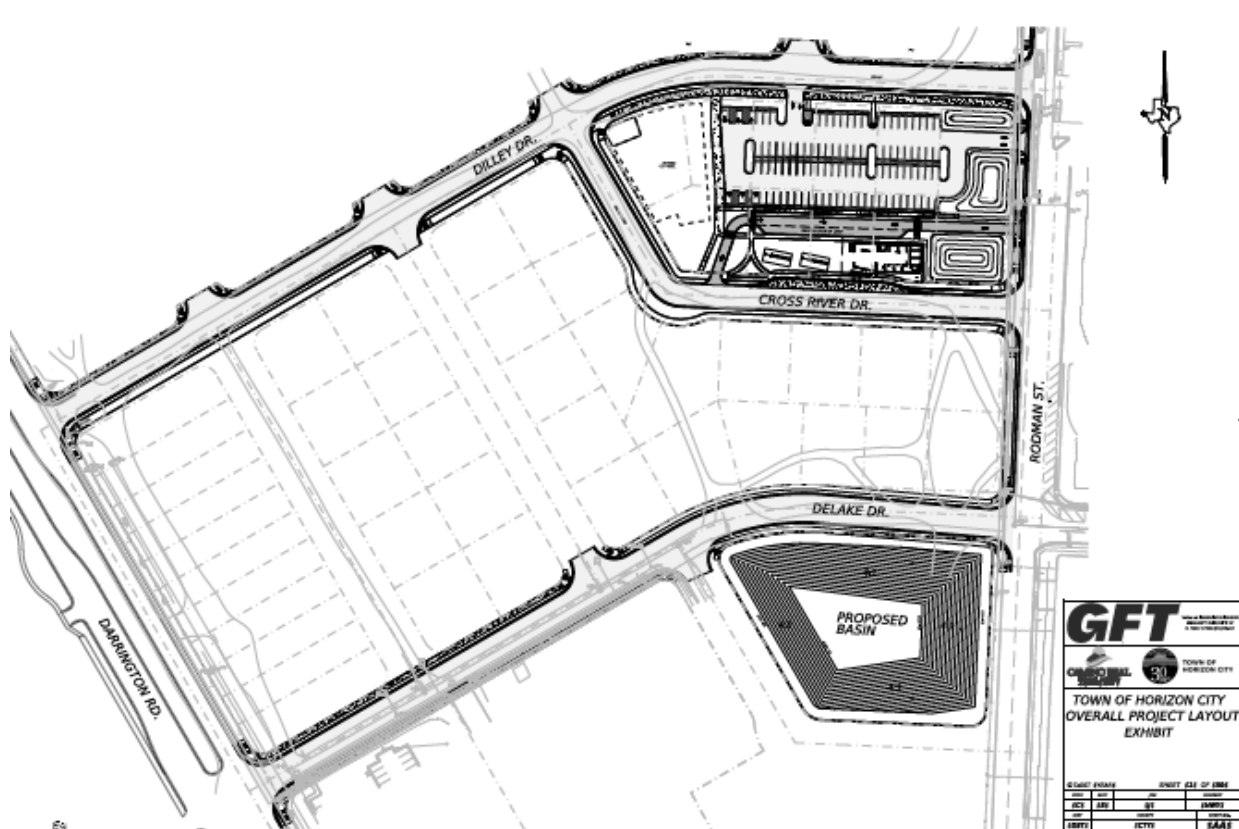
ATTEST:

Lina Ortega
Board Secretary

EXHIBIT A-1

DILLEY, DELAKE, AND TRANSIT CENTER PROJECT PROJECT DESCRIPTION

The Project Description originally included in **EXHIBIT A** of the Interlocal Agreement is hereby supplemented by the provision of those services from the Authority necessary for the completion certain environmental activities and the additional design services requested by the Town for the addition of Cross River Drive and the placement of a detention basin in the location identified by the Town, as generally shown below. Such additional services shall include, but not be limited to, those design, design oversight, and management/administrative services reasonably anticipated for design activities similar in size and scope to those being requested by the Town. All such services shall be provided by the Authority or its consultants 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 C-1

**DILLEY, DELAKE, AND TRANSIT CENTER PROJECT
PROJECT BUDGET**

DESCRIPTION	TOTAL ESTIMATED COST	AUTHORITY PAYS WITH HUD FUNDS	AUTHORITY PAYS WITH TOWN FUNDS
PLANNING	\$ 0.00	\$ 0.00	\$ 0.00
ROW	\$ 0.00	\$ 0.00	\$ 0.00
UTILITY RELOCATION	\$ 0.00	\$ 0.00	\$ 0.00
PERMITS & SERVICES	\$ 0.00	\$ 0.00	\$ 0.00
ENGINEERING	\$ 2,115,031.45	\$ 1,735,000.00	\$ 380,031.45
CONSTRUCTION	\$ 0.00	\$ 0.00	\$ 0.00
MISCELLANEOUS	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	\$ 2,115,031.45	\$ 1,735,000.00	\$ 380,031.45

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 design and design oversight services rendered by the Authority and its consultants, 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 category identified as “Engineering” includes those activities customarily provided in the completion of the design plans requested in this Interlocal Agreement and expressly include design services, design oversight services, and administrative expenses, to include up to 3% for Authority oversight.

[END OF EXHIBIT]



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: April 14, 2026

To: Honorable Mayor and Members of City Council

From: Art Rubio, Planning Director

SUBJECT: On the submitted **Final Replat** application for **Horizon Manor Unit Three Replat "A" (Case No. SDR26-0001)**, and authorize the Mayor to sign the recording plat. Legally described as a portion of Lot 19, Block 9, Horizon Manor Unit Three, Horizon City, El Paso County, Texas. Containing 2.2603 acres ±. Applicant/Representative: SLI Engineering.

On March 16, 2026, the Planning & Zoning Commission unanimously recommended approval of the Horizon Manor Unit Three Replat "A" Final Replat.

The application meets all minimum requirements of a final subdivision replat and staff recommends approval of Horizon Manor Unit Three Replat "A" Final Plat.

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



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

Case No.: SDR26-0001 Horizon Manor Unit Three Replat A

Application Type: Final Replat Application
P&Z Hearing Date: March 16, 2026
Staff Contact: Art Rubio, Planning Director
 915-852-1046, Ext. 407; arubio@horizoncity.org

Address/Location: North of Opossum Cir. and West of Duanesburg St
Property ID Nos.: H79100300900190
Legal Description: A portion Lot 19, Block 9, Horizon Manor Unit Three, Horizon City, El Paso County, Texas.
Property Owner: Reagency Group
Applicant/Rep.: SLI Engineering
Nearest Park: Golden Eagle Park
Nearest School: Frank Macias Elementary School

SURROUNDING PROPERTIES:		
	Zoning	Land Use
N	R-3	Residential
E	R-9	Residential
S	R-3	Residential
W	R-8	Residential
LAND USE AND ZONING:		
	Existing	Proposed
Land Use	Ponding	Residential Subdivision / Pond
Zoning	R-2 Residential	R-2 Residential

Application Description:

Final Subdivision:

The proposed final residential subdivision includes 16 lots for single-family residential development, the smallest lot measuring approximately 5,713.38 sq. ft. and the largest lot measuring approximately 6,498.41 sq. ft

Parkland Dedication and Fees

The density proposed by the applicant does not require parkland dedication. Parks fees in the amount of \$6,400 is required for 16 proposed lots at \$400.00 per unit, pursuant to Chapter 10 Subdivision Ordinance, Section 2.8 Parkland Dedication and Fees in Lieu.

Staff Recommendation:

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

Planning Division Comments:

1. ~~Fix square footage on
Lot 22 (28,569.74 sqft)
Lot 26 (17,899.41 sqft)
Lot 32 (51,987.20 sqft)~~
2. ~~Fix typo on Town of Horizon City Town Council. "Aprevved" to "Approved"~~

Town Engineer Comments:

ESD #1 / Fire Department

1. ~~Please have developer of subdivision submit hard copy plans to obtain permit as required by our office. (see website < www.epcesd1.com >)~~
2. ~~Our office is currently enforcing the 2021 International Fire Code (IFC).~~
3. ~~Verify (ROW 54' or greater) is consistent throughout sub-division to include each turn curbs.~~
4. ~~Residential sub-division shall meet requirements in IFC 2021 Appendix D Fire Apparatus Access Roads – Section D103 (D103.1 thru D103.4)
a. ~~Street widths are not provided with attached plats.~~~~
5. ~~IFC 2021 Chapter 5 Section 503 – Fire Apparatus Access Roads and Section 507 Fire Protection Water Supplies – 507.5.1 Exception #1 shall apply.
a. ~~Digital plat of sub-division does not clearly illustrate proposed fire hydrant locations.~~~~
6. ~~Landscaping shall not obstruct roadways or access to fire hydrants in future growth.~~
7. ~~All public fire hydrants shall meet EPC ESD#1 requirements.~~
8. ~~Gate valves required to identify which hydrant they regulate.~~

El Paso 9-1-1 District Comments:

~~The 9-1-1 District is requesting an adjustment to the addressing on Opossum Cir to the 1600's range, so that they correspond with the existing schema.~~

El Paso County

~~No comments~~

TxDOT Comments:

~~No comments~~

El Paso Electric Company:

~~No comments~~

Texas Gas Service:

~~Texas Gas Service does not have any comments~~

El Paso Natural Gas / Kinder Morgan:

~~This area is clear of El Paso Natural Gas~~

Clint ISD:

~~No comments~~

El Paso Central Appraisal District Comments (EPCAD):

~~EPCAD does not have comments.~~

HRMUD:

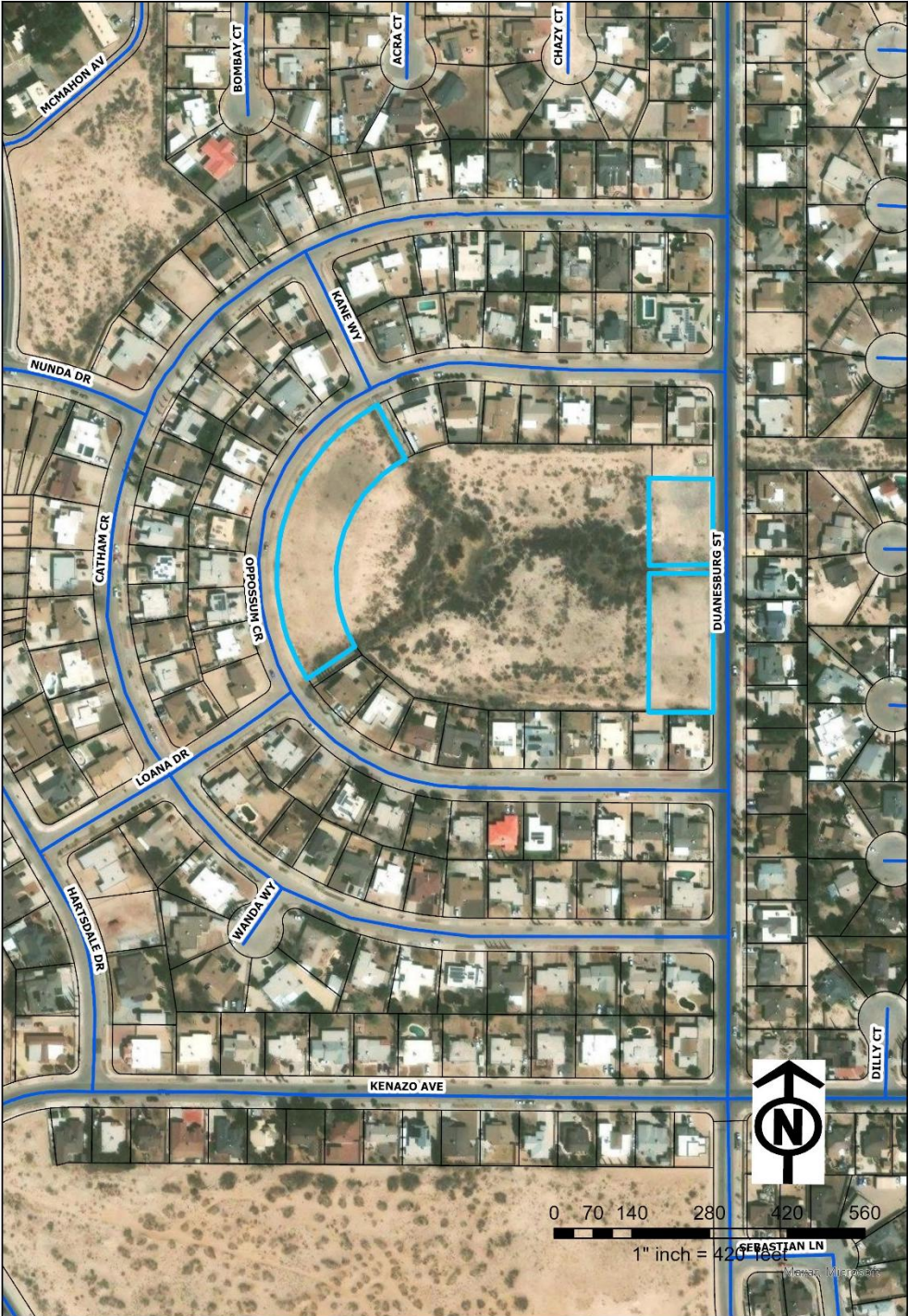
~~HRMUD does not have any comments on the plat provided however, the property owner must submit a service application with fee to confirm existing infrastructure has enough capacity for the additional lots, this includes the lift station adjacent to the subject property.~~

Attachments:

- 1 - Aerial**
- 2 - Zoning Designation Map**
- 3 - Location Map**
- 4 - Preliminary Plat**
- 5 - Existing Right-of-Way Cross Sections**
- 6 - Replat Application**

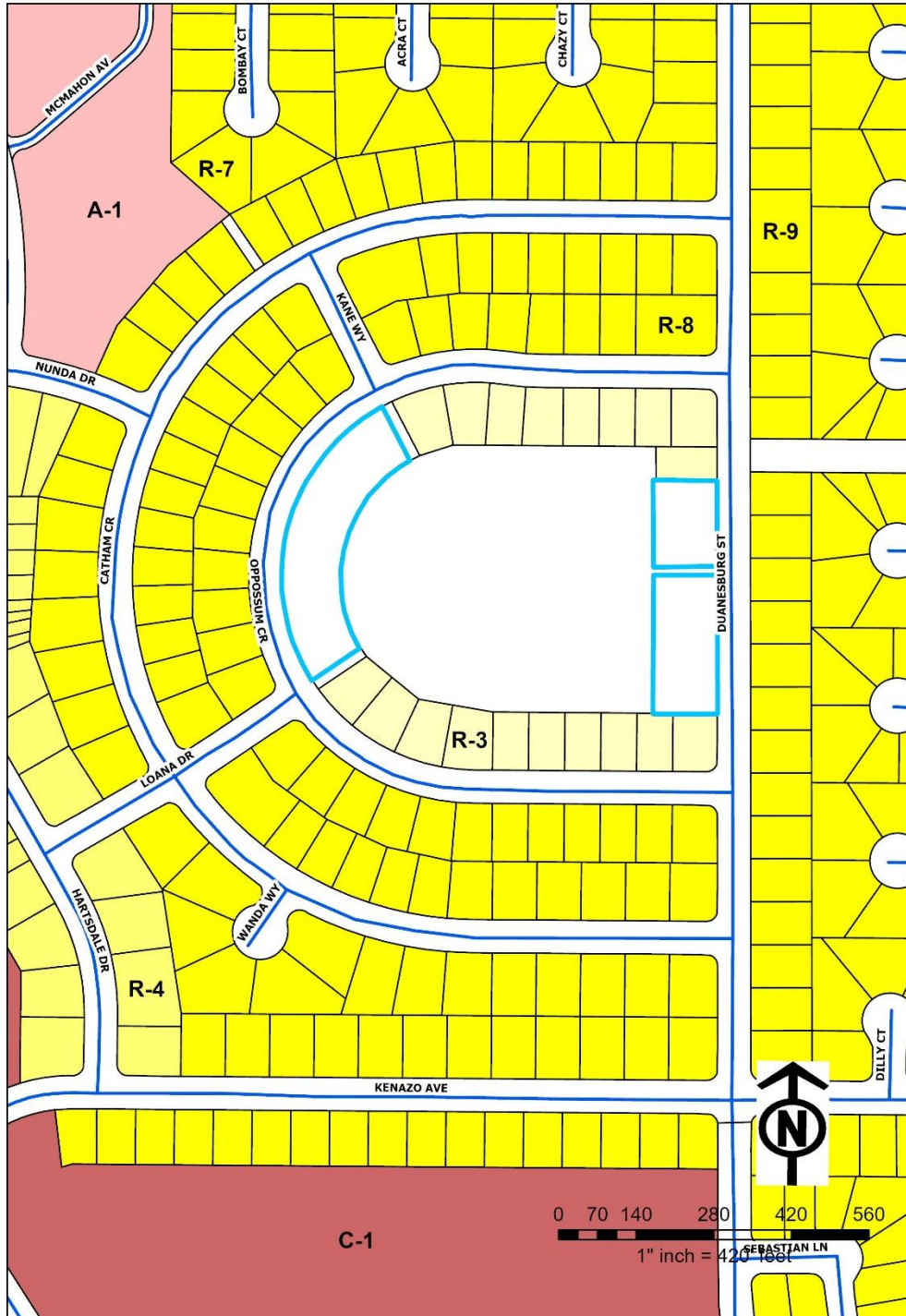
Attachment 1: Aerial Map

**Planning & Zoning Commission
Horizon Manor Unit Three Replat "A"
Case No. SDR26-0001**

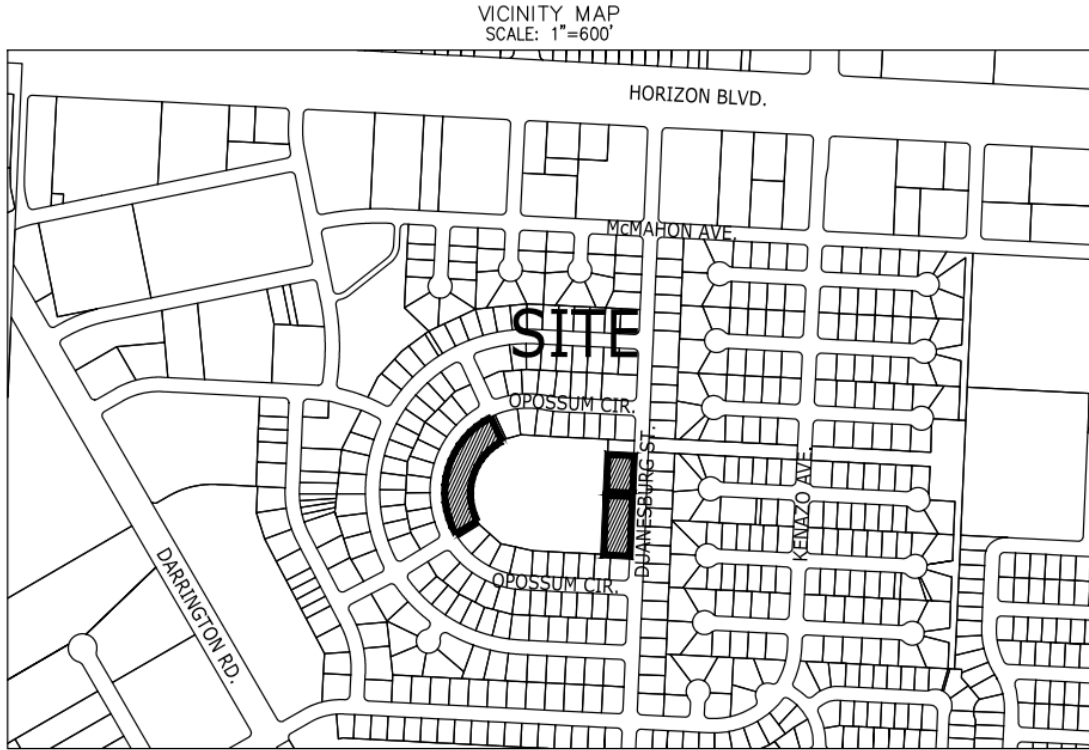


Attachment 2: Zoning Designation Map

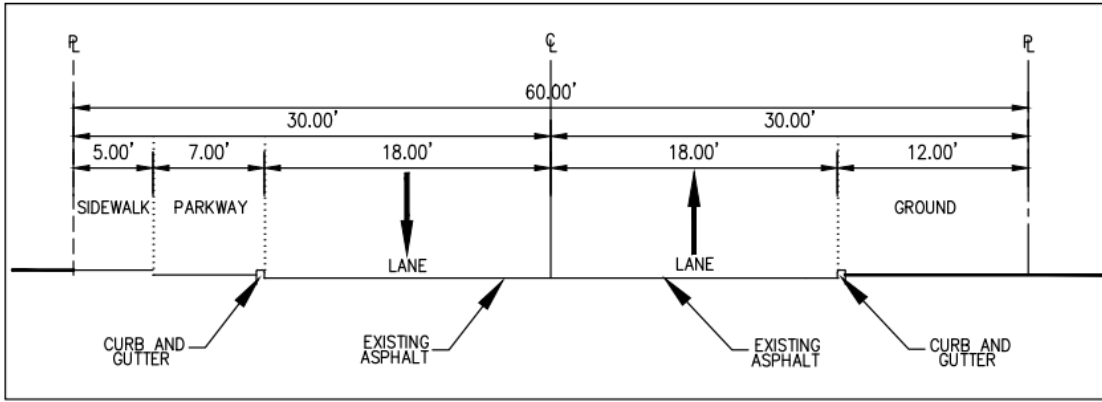
**Planning & Zoning Commission
Horizon Manor Unit Three Replat "A"
Case No. SDR26-0001**



Attachment 3: Location Map

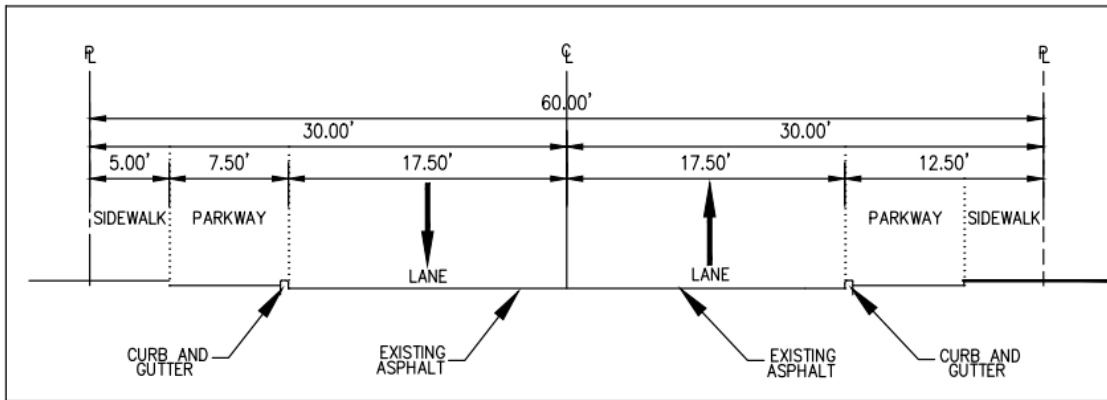


Attachment 5: Existing Right-of-Way Cross Sections



OPOSSUM CIRCLE "A - A"

LOCAL STREET
SCALE: 1"=10'



DUANESBURG STREET "B - B"

LOCAL STREET
SCALE: 1"=10'

Attachment 6: Replat Application



14999 Darrington Road
Horizon City, Texas 79928
Phone 915-852-1046 Fax 915-852-1005

REPLAT APPLICATION

SUBDIVISION PROPOSED NAME: HORIZON MANOR UNIT THREE REPLAT A SUBMITTAL DATE: 02-16-2026

1. LEGAL DESCRIPTION FOR THE AREA INCLUDED ON THIS PLAT (TRACT, BLOCK, GRANT, etc.)
BEING A REPLAT OF LOT 19, BLOCK 9, HORIZON MANOR UNIT THREE, THORIZON CITY, TEXAS.

2. PROPERTY LAND USES:

	ACRES	SITES		ACRES	SITES
SINGLE-FAMILY	<u>2.2603</u>	<u>16</u>	OFFICE	_____	_____
DUPLEX	_____	_____	STREET & ALLEY	_____	_____
APARTMENT	_____	_____	PONDING & DRAINAGE	_____	_____
MOBILE HOME	_____	_____	INSTITUTIONAL	_____	_____
P.U.D.	_____	_____	OTHER	_____	_____
PARK	_____	_____		_____	_____
SCHOOL	_____	_____		_____	_____
COMMERCIAL	_____	_____	TOTAL NO. SITES	<u>2.2603</u>	<u>16</u>
INDUSTRIAL	_____	_____	TOTAL (GROSS) ACREAGE	<u>2.2603</u>	_____

3. WHAT IS THE EXISTING ZONING OF THE ABOVE DESCRIBED PROPERTY? R-8 PROPOSED ZONING _____
4. WILL THE RESIDENTIAL SITES, AS PROPOSED, PERMIT DEVELOPMENT IN FULL COMPLIANCE WITH ALL ZONING REQUIREMENTS OF THE EXISTING RESIDENTIAL ZONE(S)? YES NO
5. WHAT TYPE OF UTILITY EASEMENTS ARE PROPOSED? UNDERGROUND OVERHEAD COMBINATION
6. WHAT TYPE OF DRAINAGE IS PROPOSED? (IF APPLICABLE LIST MORE THAN ONE) REGIONAL POND
7. IF SINGLE-FAMILY OR DUPLEX DEVELOPMENT IS PROPOSED: AVERAGE FLOOR AREA OF HOUSES 2200 SF
8. ARE SPECIAL IMPROVEMENTS PROPOSED IN CONNECTION WITH THE DEVELOPMENT? YES NO
9. IS A MODIFICATION OF ANY PORTION OF THE SUBDIVISION ORDINANCE PROPOSED? YES NO
IF ANSWER IS "YES", PLEASE EXPLAIN THE NATURE OF THE MODIFICATION _____
10. WHAT TYPE OF LANDSCAPING IS PROPOSED? PARKWAY MEDIANS OTHER _____
11. REMARKS AND/OR EXPLANATION OF SPECIAL CIRCUMSTANCES: _____
12. WILL PLAT BE RECORDED PRIOR TO SUBDIVISION IMPROVEMENTS BEING COMPLETED & APPROVED? YES NO N/A INITIALS _____
IF YES, submit REQUIRED GUARANTEE (SECTION 4 10 3 & 8 1.7, Municode Chapter 10) OR Improvement Cost Estimates & Construction Agreement
13. WILL ANY RESTRICTIONS AND COVENANTS BE RECORDED WITH PLAT? YES NO INITIALS _____ IF YES, PLEASE ATTACH COPY.
14. OWNER OF RECORD The Real Estate Agency Group, LLC, Jesus @ ReagencyGroup.com (915) 412-9503
(NAME & ADDRESS) (EMAIL) (PHONE)
15. DEVELOPER SAME
(NAME & ADDRESS) (EMAIL) (PHONE)
16. ENGINEER SLI ENGINEERING, INC. 6600 WESTWIND 79912 GHALLOUL@SLI-ENGINEERING.COM 915 584 4457
(NAME & ADDRESS) (EMAIL) (PHONE)
17. APPLICANT SAME AS OWNER
(NAME & ADDRESS) (EMAIL) (PHONE)
18. REP/POINT OF CONTACT GEORGES HALLOUL ghalloul@sl-engineering.com 915 584 4457
(NAME & ADDRESS) (EMAIL) (PHONE)

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

Applicant Signature [Signature] EMAIL Jesus@Reagencygroup.com

APPLICATION MUST BE COMPLETE & VALIDATED PRIOR TO SUBDIVISION PROCESSING
Acceptance of fee does not grant acceptance of application.
Non Refundable Deposit \$800 | Application Fees: \$1600 | Publishing Fee Deposit for Residential

HORIZON MANOR UNIT THREE REPLAT "A"

BEING A REPLAT OF A PORTION OF LOT 19, BLOCK 9,
HORIZON MANOR UNIT THREE
HORIZON, EL PASO COUNTY, TEXAS.
CONTAINING: 2.2603 ACRES ±

DEDICATION

REAGENCY GROUP
OWNER OF THIS LAND HEREBY PRESENTS THIS MAP.

JESUS VILLANUEVA
PRINCIPAL

WE CERTIFY THAT ALL UTILITIES HAVE BEEN OR WILL BE INSTALLED IN ACCORDANCE TO REQUIREMENTS BY THE LOCAL UTILITY COMPANIES AND THE TOWN OF HORIZON CITY.

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

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF EL PASO

BEFORE ME, THE THE UNDERSIGNED AUTHORITY, PUBLIC, ON THIS DAY PERSONALLY APPEARED JESUS VILLANUEVA, BUSINESS PRINCIPAL OF REAGENCY GROUP; KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGE. TO ME THAT HE EXECUTED THE SAME AS THE ACT AND DEED OF SAID COMPANY FOR THE PURPOSE AND CONSIDERATION HEREIN EXPRESSED.

NOTARY PUBLIC, STATE OF TEXAS MY COMMISSION EXPIRES: _____

TOWN OF HORIZON CITY TOWN COUNCIL

THIS SUBDIVISION IS HEREBY APPROVED AS TO THE PLATTING AND AS TO THE CONDITIONS OF THE DEDICATION IN ACCORDANCE WITH CHAPTER 212 OF THE LOCAL GOVERNMENT CODE OF TEXAS THIS _____ DAY OF _____ 2026.

ACCEPTED AND ADOPTED BY THE CITY COUNCIL OF TOWN OF HORIZON CITY THIS _____ DAY OF _____ 2026.

ELVIA SCHULLER, CITY CLERK ANDRES RENTERIA, MAYOR

APPROVED FOR FILLING THIS _____ DAY OF _____ 2026.

HUITT-ZOLLARS, INC. (TOWN ENGINEER)
BY FLOYD JOHNSON, P.E.,
VICE PRESIDENT

FILING

FILED AND RECORDED IN THE OFFICE OF THE COUNTY CLERK OF EL PASO COUNTY, TEXAS, THIS _____ DAY OF _____, 2026, A.D., IN FILE NO. _____ OF THE PLAT RECORD.

COUNTY CLERK BY DEPUTY

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

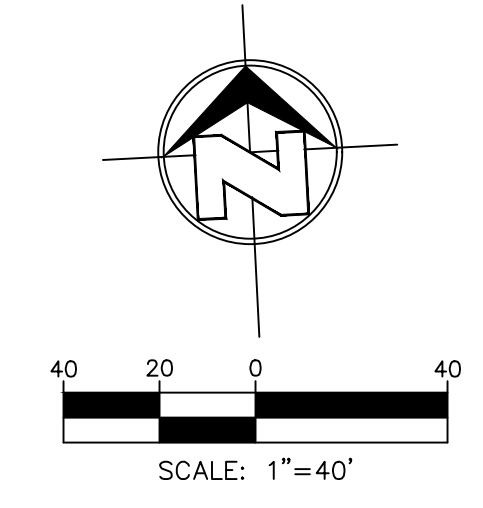
GUILLERMO LICON, RPLS 2998



FINAL PLAT

SLI ENGINEERING, INC.
CIVIL ENGINEERS - LAND SURVEYORS
LAND PLANNERS - CONSTRUCTION MANAGEMENT
6600 WESTWIND DR. - EL PASO, TEXAS - 79912 - (915) 584-4457
PREPARATION DATE: 07/17/2025

OPOSSUM CIRCLE
(60' PUBLIC R.O.W.)



LEGEND

FOUND REBAR	○
BOUNDARY SYMBOL	○
BOUNDARY LINE	—
CENTER LINE	—
EASEMENT LINE	- - -

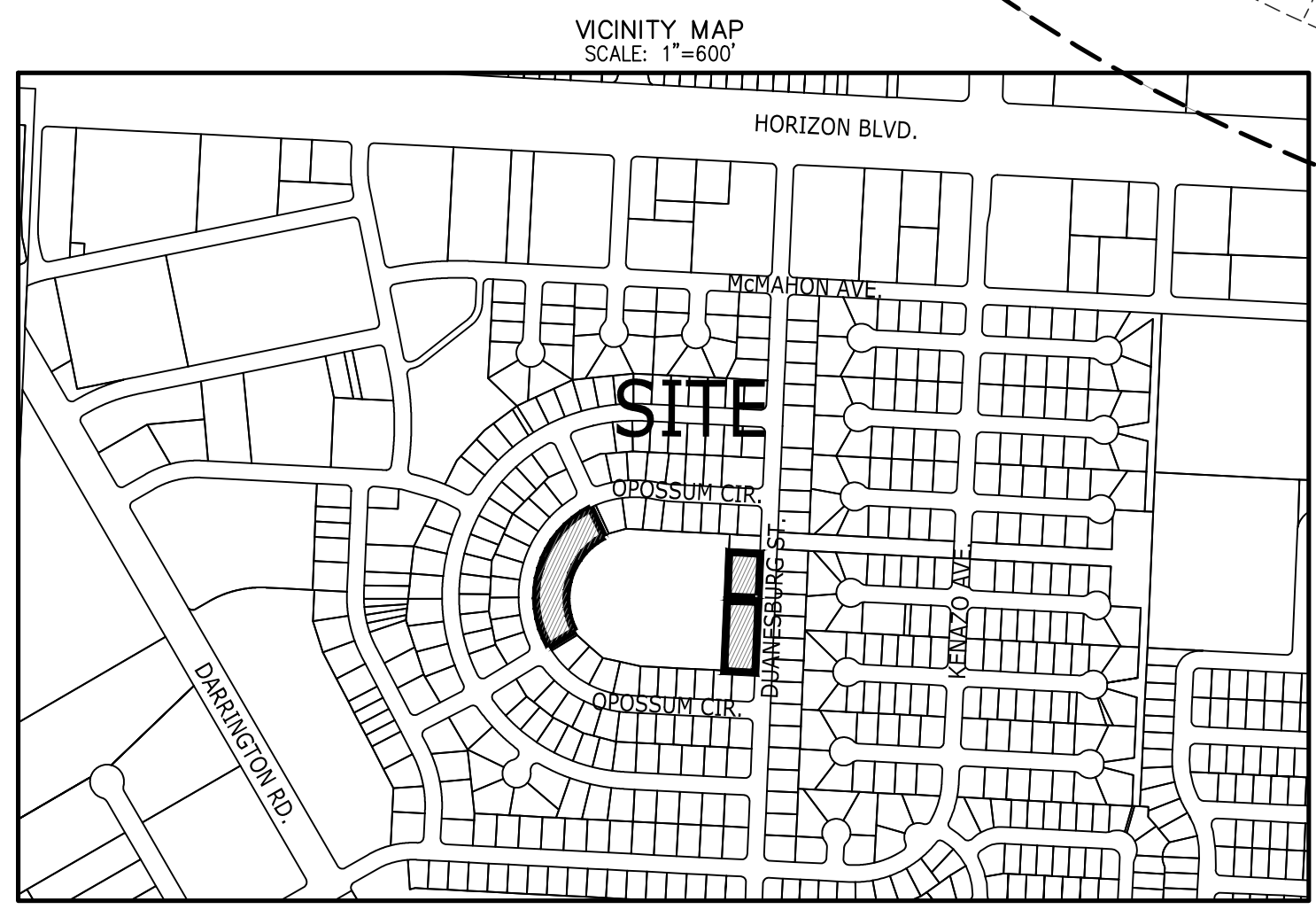
LINE TABLE

LINE	BEARING	DISTANCE	RECORD
T1	N58°31'37"E	29.87'	
T2	N87°02'37"W	30.00'	
T3	N87°02'37"W	30.00'	
L1	S87°03'07"E	4.60'	(N89°57'28"E 114.60')
L2	N35°51'25"W	110.24'	
L3	N35°51'25"W	110.24'	
L4	S47°03'49"E	110.19'	
L5	N47°03'49"W	110.19'	
L6	S58°17'31"E	109.89'	
L7	S69°34'22"E	109.83'	
L8	N58°17'31"W	109.89'	
L9	S80°56'12"E	108.53'	
L10	N69°34'22"W	109.33'	
L11	N87°35'14"E	107.53'	
L12	N80°56'12"W	108.53'	
L13	N75°58'20"E	106.35'	
L14	S67°35'14"W	107.53'	
L15	N75°58'20"E	106.35'	
L17	N22°27'58"E	52.21'	
L20	S22°27'58"W	51.90'	
L21	N87°12'04"W	114.60'	
L22	S87°12'04"E	114.60'	
L23	S22°27'58"W	51.90'	
L24	N67°14'11"W	114.60'	
L25	N22°27'58"E	52.22'	
L27	N22°27'58"E	52.25'	
L28	S87°21'41"E	114.60'	
L29	S22°27'58"W	51.90'	
L30	N22°27'58"E	49.77'	
L32	S22°27'58"W	49.95'	
L33	N67°35'25"W	114.60'	
L34	S87°25'25"E	114.60'	
L35	S22°27'58"W	49.95'	
L36	N87°19'43"W	114.60'	
L37	N22°27'58"E	49.76'	
L38	S87°19'43"E	114.60'	
L39	S22°27'58"W	49.95'	
L40	N67°14'01"W	114.60'	
L41	N22°27'58"E	49.76'	
L42	N22°27'58"E	49.76'	
L43	S87°14'01"E	114.60'	
L44	S22°27'58"W	49.95'	
L45	N87°08'19"W	114.60'	
L46	N22°27'58"E	49.76'	
L47	S87°08'19"E	114.60'	
L48	S22°27'58"W	49.95'	

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	RECORD	DELTA
C1	350.00'	570.37'	509.32'	N16°51'00"E	N13°51'05"E	93°22'16"
C2	246.60'	387.36'	348.75'	S17°23'52"W		90°00'03"
C3	380.00'	368.56'	354.28'	N59°34'04"W		50°34'14"
C4	380.00'	8.27'	8.27'	N30°33'53"W		01°14'46"
C5	246.60'	48.46'	48.38'	S56°46'07"W		11°15'34"
C6	350.00'	69.63'	69.52'	N57°01'07"E		11°23'56"
C7	246.60'	48.23'	48.16'	N45°32'08"E		11°22'24"
C8	350.00'	69.78'	69.66'	S46°25'31"W		11°25'22"
C9	350.00'	69.89'	69.77'	S34°59'37"W		11°26'26"
C10	246.60'	48.33'	48.25'	N34°19'05"E		11°13'41"
C11	246.60'	48.55'	48.47'	N23°03'48"E		11°16'51"
C12	350.00'	70.14'	70.02'	S23°31'57"W		11°28'55"
C13	246.60'	48.91'	48.83'	N114°28'E		11°21'50"
C14	350.00'	70.53'	70.41'	S12°01'06"W		11°32'46"
C15	246.60'	49.39'	49.31'	N01°19'16"E		11°28'34"
C16	350.00'	71.06'	70.93'	S02°25'45"W		11°37'56"
C17	246.60'	49.99'	49.90'	N11°13'28"E		11°36'54"
C18	350.00'	71.70'	71.58'	S11°15'21"E		11°44'17"
C19	350.00'	77.65'	77.49'	N23°28'49"W		12°42'39"
C20	246.60'	45.50'	45.43'	S22°19'02"E		10°34'14"

PONDING AREA
A PORTION OF LOT 19
HORIZON MANOR UNIT THREE



NOTES

- IF LOTS ARE FURTHER SUBDIVIDED, THEN ADDITIONAL PRIVATE EASEMENT SHALL BE REQUIRED.
- TAX CERTIFICATE FOR THIS DEVELOPMENT ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD SECTION, INSTRUMENT NO. _____, DATE _____.
- RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD SECTION, INSTRUMENT NO. _____, DATE _____.
- ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 480212 0250 B, DATED SEPTEMBER 09, 1991, THIS PROPERTY LIES IN FLOOD ZONE X.
- THIS SUBDIVISION LIES WITHIN CLINT INDEPENDENT SCHOOL DISTRICT.
- WATER AND SEWER SERVICES ARE EXTENDED TO THIS SUBDIVISION FROM HORIZON REGIONAL MUD.

THIS INSTRUMENT ASSURING THE CERTIFICATION THAT WATER AND SEWER SERVICES FACILITIES DESCRIBED BY THIS PLAT ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, TEXAS WATER CODE IS FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD SECTION.

- THIS SUBDIVISION SHALL PROVIDE FOR POSTAL DELIVERY SERVICE. THE SUBDIVIDER COORDINATE INSTALLATION AND CONSTRUCTION WITH THE UNITED STATES POSTAL SERVICE IN DETERMINING THE TYPE OF DELIVERY SERVICE FOR THE PROPOSED SUBDIVISION. IN ALL CASES THE TYPE AND LOCATION OF DELIVERY SERVICE IS SUBJECT TO THE APPROVAL OF THE UNITED STATES POSTAL SERVICE.
- PROPERTY HAS DIRECT ACCESS TO OPOSSUM CIRCLE AND DUANESBURG STREET (PUBLIC RIGHT-OF-WAY).

SEBASTIAN LN.
(60' PUBLIC R.O.W.)



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: April 14, 2026

To: Honorable Mayor and Members of City Council

From: Art Rubio, Planning Director

SUBJECT: On the acceptance of the roadway and drainage improvements as constructed with the Verdancia Unit 1 Subdivision Construction Phase 2 and 3 for maintenance and to accept the required maintenance bond and a partial release of the performance bond.

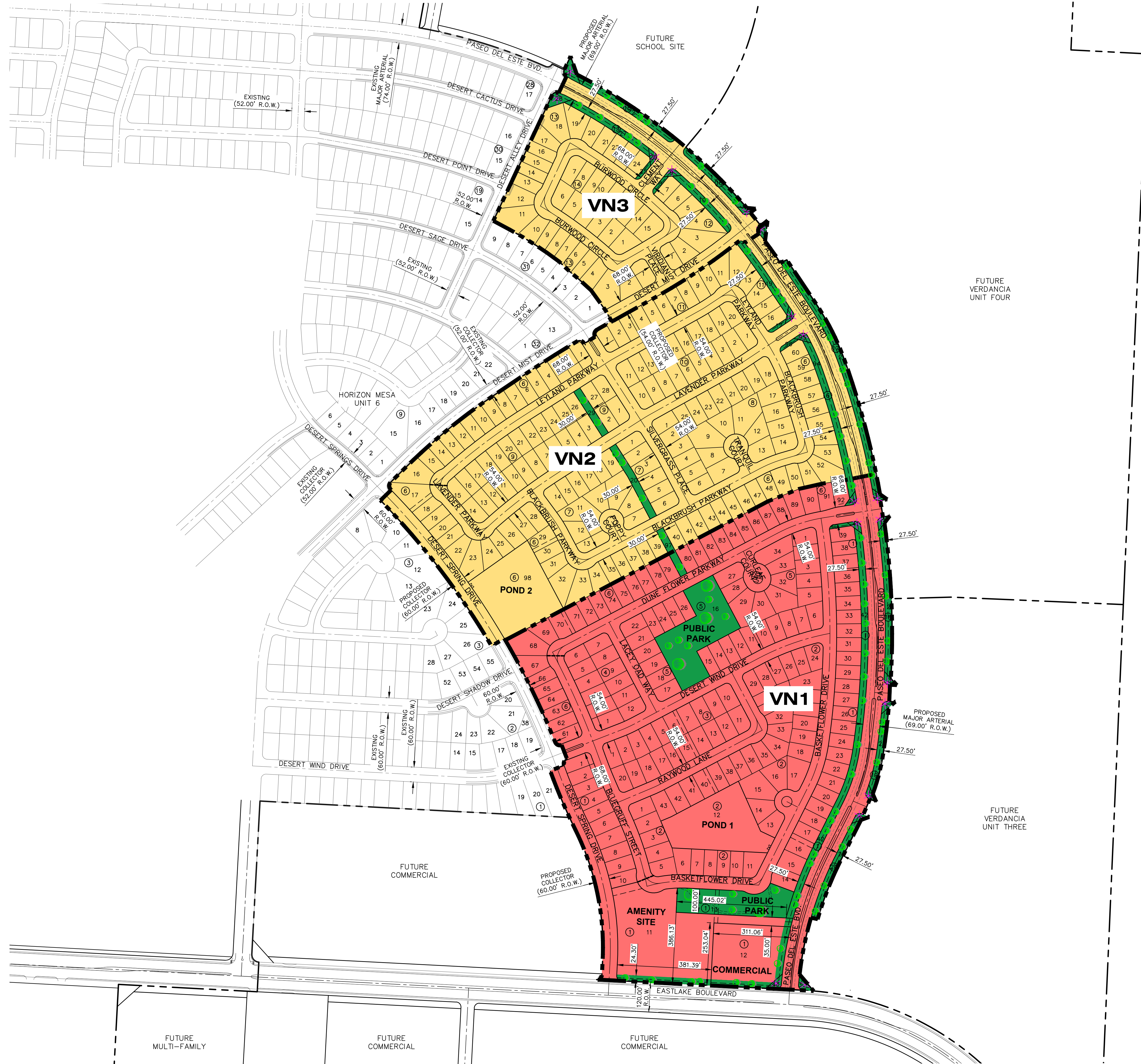
PURPOSE: This item is a request by the applicant for the acceptance of the substantial completion of roadway and drainage improvements completed on Verdancia Unit 1 Phase 2 and 3.

IMPACTS OF DISAPPROVAL: Developer and builders will not have the ability to begin construction on Verdancia Unit 1 Subdivision Phase 2 and 3 and the construction phasing would be disrupted.

MOTION RECOMMENDATION: Staff recommends the Council approve the acceptance of the roadway and drainage improvements as constructed with the Verdancia Unit 1 Subdivision Construction Phase 2 and 3 for maintenance and to accept the required maintenance bond and a partial release of the performance bond. City Engineer has submitted the approval letter.

VERDANCIA UNIT ONE SUBDIVISION

BEING ALL OF TRACT 1, 2F, 3D AND 3H, AND A PORTION OF TRACT 2, 3 AND 3B, SECTION 30, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY AND VACATING PORTIONS OF TOWN OF HORIZON CITY RIGHT-OF-WAY, EL PASO COUNTY TEXAS. CONTAINING 103.08 ACRES ±



LEGEND:

PHASE I ■

PHASE II ■

PHASE III ■

ENTRY MONUMENT ✱

TOTAL AREA	
VERDANCIA	AREA (Ac.)
VN1	50.91
VN2	38.84
VN3	13.33
TOTAL	103.08

PHASE I	
VN1	
LAND USE	EACH
PONDS	1
AMENITY SITE	1
COMMERCIAL	1
RESIDENTIAL	175
TOTAL	178

PHASE II	
VN2, VN3	
LAND USE	EACH
PONDS	1
RESIDENTIAL	214
TOTAL	215

PHASE III	
PARKS, TRAILS AND C.O.S. (VN1, VN2 AND VN3)	
LAND USE	EACH
PARKS	2
TRAILS	3
C.O.S.	33
TOTAL	38



VERDANCIA UNIT ONE
CONSTRUCTION PHASING
PLAN

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

1"=200'
DATE: 2/18/2025