HORIZON CITY

Incorporated 1988

AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, August 12, 2025, 6:00 PM

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas will be held on **Tuesday, August 12, 2025 at 6:00 PM** at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following will be discussed and considered:

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

CONSENT AGENDA

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

3. **Approval of Minutes from:** **5**
Mayor/City Clerk
August 5, 2025 Special City Council Meeting.
4. **Request to Excuse Absent Council Members:**
5. **Approval of Consent Agenda Items:**

REGULAR AGENDA

6. **PRESENTATION:**
Mayor/RIOCOG Executive Director
On a presentation by Annette Guitierrez, Rio Grande Council of Governments Executive Director, on the development of a new five-year Comprehensive Economic Strategy (CEDS).
7. **Discussion and Action:** **7**
Mayor/Chief Vargas
On the approval of the FY2026 El Paso County 911 District annual budget.
8. **Discussion and Action:** **21**
Mayor/CIP Manager
On an update on the Capital Improvement Program.
9. **Discussion and Action:** **38**
Mayor/CIP Manager
That the Mayor be authorized to sign a First Amendment to the Engineering Services Agreement for the N. Darrington Road Reconstruction Project with Huitt Zollars to extend the term of the Agreement to May, 2027 and to increase the compensation paid to Huitt Zollars to an amount not to exceed $44,601.90.
10. **Discussion and Action:** **51**
Mayor/CIP Manager
On a resolution authorizing the Mayor or his designee to sign an Interlocal Agreement in form and substance approved by the City Attorney with the Camino Real Regional Mobility Authority (CRRMA) for the RMA to provide geotechnical studies and services associated with the N. Darrington Reconstruction Project in an amount not to exceed $30,000.00.

11. **Discussion and Action:** **63**
Mayor/Chief Vargas
To ratify the Town of Horizon City Police Department's acceptance of an award from the Texas Facilities Commission to purchase 2 vehicles from the State of Texas, State and Federal Surplus Property Office for the amount of $1,000.00 each, in accordance with the authority granted to Texas Facilities Commission through HB 229 (84th legislature) Texas Government Code 2175.308.

12. **Discussion and Action:** **68**
Mayor/Chief Vargas
That the Chief of Police is authorized to sign an Interlocal Agreement between the Town of Horizon City and El Paso County, Texas to provide for radio interoperability between the HCPD and the El Paso County Sheriffs Department.

13. **Discussion and Action:** **73**
Mayor/Chief Vargas
That the Chief of Police be authorized to purchase capital equipment in the amount of $81,166.30 using Public Safety funds from the Police Department.

14. **Discussion and Action:** **75**
Mayor/Chief Vargas
That the Chief of Police be authorized to purchase capital equipment in the amount of $89,770.00 using Public Safety Communications funds from the Dispatch budget.

15. **Discussion and Action:** **77**
Mayor/Chief Vargas
On the award of solicitation 2025-124RFP for Emergency Vehicle Equipment and Maintenance f/PD - Re-Bid Project to One Stop Mobile Technology Specialist & Communication, LLC.

16. **Discussion and Action:** **131**
Mayor/Chief Vargas
To authorize the Town of Horizon City Police Chief to sign an MOU with the Department of Homeland Security, Homeland Security Investigations for the reimbursement of overtime worked for by the Task Force Officer currently assigned there.

17. **Discussion and Action:** **135**
Mayor/Chief Vargas
On a resolution authorizing the Mayor and Police Chief to sign a Memorandum of Understanding with the El Paso County Sheriff's Office for the use of their incinerator for the safe and proper disposal of seized narcotics by the Horizon City Police Department at a rate of $1.25 per lb.

18. **ANNOUNCEMENT:**
Mayor/Finance Director
The Public Hearing on the Proposed FY 2025 - 2026 Budget will be conducted on August 26, 2025 and the Public Hearing on the Proposed Tax Rate will be conducted on September 9, 2025 at 6:00 pm at 15001 Darrington Road. The adoption of the FY 2025 Budget and Tax Rate will be on September 9, 2025.

19. **Discussion and Action:**
Mayor/Finance Director
On a motion to authorize the Finance Director to publish notice of the intent of the City Counsel to adopt the Voter-Approval Tax Rate of $0.535368 for FY 2025-2026.

20. **Discussion:** **139**
Mayor/Finance Director
1st Reading of Ordinance _____**,** An Ordinance of the City Council of the Town of Horizon City, Texas, approving the 2025 ad valorem tax rate and levy of assessed valuation of all taxable property within the corporate limits of the city; providing for penalties and interest; and providing for the following: findings of fact; severability; savings clause; publication and effective date.

21. **Discussion:** **143**
Mayor/Finance Director

1st Reading of Ordinance No. _____, An Ordinance of the Town of Horizon City, Texas enacting the municipal budget for fiscal year 2025-2026; funding municipal purposes; authorizing expenditures; providing for repealer and severability clauses.

22. **PUBLIC HEARING:**

Mayor/Finance Director

2nd Reading of Ordinance No. 0313 Amendment No. 03, An ordinance amending Ordinance No. 0313 of the Town of Horizon City, adopting the municipal budget for the 2024-2025 fiscal year, to allow for the transfer of funds in the 2025 Storm Water and Streets Department Budget; and providing for repealer and severability clauses.

23. **Discussion and Action:** **149**

Mayor/Finance Director

2nd Reading of Ordinance No. 0313 Amendment No. 03, An ordinance amending Ordinance No. 0313 of the Town of Horizon City, adopting the municipal budget for the 2024-2025 fiscal year, to allow for the transfer of funds in the 2025 Storm Water and Streets Department Budget; and providing for repealer and severability clauses.

24. **Discussion:** **152**

Mayor/Finance Director

1st Reading of Ordinance No. 0313 Amendment No. 04, An ordinance amending Ordinance No. 0313 of the Town of Horizon City, adopting the municipal budget for the 2024-2025 fiscal year, to allow for the transfer of funds in the amount of $55,000.00 from the Police Department Budget to the Administration Budget for the purchase of 2 city vehicles; and providing for repealer and severability clauses.

25. **Discussion and Action:** **156**

Mayor/Planning Director

This item was postponed at the 6/10/25 and 7/8/25 Regular City Council Meetings. On the **Final Subdivision Plat** application for **Rancho Desierto Bello Unit 16 (Case No. SDO25-0001)** to reaffirm approval and to allow recording of the plat prior to the completion of all required improvements secured by sufficient bond. The subject property is legally described as a Portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas. Containing 21.481 acres ±. Application submitted by TRE & Associates, LLC.

26. **Discussion and Action:** **158**

Mayor/Planning Director

This item was postponed at the 6/10/25 and 7/8/25 Regular City Council Meetings. On a **Resolution** for **Rancho Desierto Bello Unit 16 Subdivision Plat** to authorize the issuance of conditional building permits for eleven (11) new residential structures.

27. **Discussion and Action:** **166**

Mayor/Planning Director

On a Resolution authorizing the Town of Horizon City to sponsor the Veterans Day Expo Celebration to be held at Desmond Corcoran Park by waiving the Special Event Permit application fee of $500.00.

28. **PUBLIC HEARING:**

Mayor/Planning Director

2nd Reading of Ordinance No. _____, An Ordinance adopting a Zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning 66.86 acres. Lots 1 through 11, Blocks 7 and 8, Horizon Country Club Estates Unit One, from R-4 (Single/Two Family Dwelling) and R-2 (Single-Family Dwelling), to Ponding area. Lots 1 through 23, Blocks 8 through 10 and Block 9, Horizon Country Club Estates Unit One, from R-4 (Single/Two Family Dwelling) to T3 (Suburban). Lots 1 through 27, Blocks 4, 5, 6, 11 through 14, and Block 12, Horizon Country Club Estates Unit One, from R-4 (Single/Two Family Dwelling) to T4 (Urban). Lots 1 through 30, Blocks 1 through 3 and Blocks 17 through 22, Horizon Country Club Estates Unit One, Two, and Three, from R-4 (Single/Two Family Dwelling) and C-1 Commercial, to T5 (Mixed-Use). Lots 1 through 10, Block 16, Horizon Country Club Estates Unit Two, from R-4 (Single/Two Family Dwelling), to be Rezoned to Civic. Authorizing the notation of the change on the official zoning map of the Town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

29. **Discussion and Action:** **167**

Mayor/Planning Director

2nd Reading of Ordinance No. _____, An Ordinance adopting a Zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning 66.86 acres. Lots 1 through 11, Blocks 7 and 8, Horizon Country Club Estates Unit One, from R-4 (Single/Two Family Dwelling) and R-2 (Single-Family Dwelling), to Ponding area. Lots 1 through 23, Blocks 8 through 10 and Block 9, Horizon Country Club Estates Unit One, from R-4 (Single/Two Family Dwelling) to T3 (Suburban). Lots 1 through 27, Blocks 4, 5, 6, 11 through 14, and Block 12, Horizon Country Club Estates Unit One, from R-4 (Single/Two Family Dwelling) to T4 (Urban). Lots 1 through 30, Blocks 1 through 3 and Blocks 17 through 22, Horizon Country Club Estates Unit One, Two, and Three, from R-4 (Single/Two Family Dwelling) and C-1 Commercial, to T5 (Mixed-Use). Lots 1 through 10, Block 16, Horizon Country Club Estates Unit Two, from R-4 (Single/Two Family Dwelling), to be Rezoned to Civic. Authorizing the notation of the change on the official zoning map of the Town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

30. **Discussion and Action:** **189**

Mayor/Asst. City Atty

On a resolution to reject the rate increase proposed by Texas Gas Service.

31. **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:

Motion to Adjournment: _____ 2nd _____

Dated this Friday, 8/8/25

By: _____
Elvia Schuller, City Clerk

I, the undersigned authority, hereby certify that the above notice of the Regular City Council Meeting of the Town of Horizon City, Texas is a correct copy of this notice, and that I posted this notice at least three (3) business days preceding the scheduled meeting at the City Hall Bulletin Boards of the Town of Horizon City, Texas on this Friday, 8/8/25 by 5:00 p.m.

Agenda Removed: _____ Time _____ By _____

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

MINUTES
AGENDA
PUBLIC MEETING
SPECIAL CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, August 5, 2025, 6:00 PM

Notice is hereby given that a Special City Council Meeting of the Town of Horizon City, Texas was held on **Tuesday, August 5, 2025 at 6:00 PM**, at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following was discussed and considered:

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

   Meeting called to order at 6:00 pm. All City Council Members present. Quorum Established.

2. **Open Forum:**

   No one signed up to speak.

CONSENT AGENDA

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

3. **Approval of Minutes from:**
   Mayor/City Clerk
   July 8, 2025 Regular City Council Meeting.

4. **Request to Excuse Absent Council Members:**

5. **Approval of Consent Agenda Items:**

   A motion was made by Council Member Ames and seconded by Council Member Mendoza to approve the consent agenda. The CITY CLERK polled the Council: G. ORTEGA – Aye; QUIROZ – Aye; R. ORTEGA – Aye; AVILA – Aye; AMES - Aye; GARDEA – Aye; MENDOZA – Aye. Motion passed.

REGULAR AGENDA

6. **Discussion and Action:**
   Mayor/EDC Executive Director
   On a Resolution approving the Horizon City Economic Development Corporation's FY 2025-2026 budget.

   Asst. EDC Director, Rafael Arellano and EDC Executive Director, Eddie Garcia spoke regarding this item.

   A motion was made by Council Member Mendoza and seconded by Council Member G. Orgtega to approve the resolution approving the Horizon City Economic Development Corporation's FY 2025-2026 budget. The CITY CLERK polled the Council: G. ORTEGA – Aye; QUIROZ – Aye; R. ORTEGA – Aye; AVILA – Aye; AMES - Aye; GARDEA – Aye; MENDOZA – Aye. Motion passed.

7. **Discussion and Action:**
   Workshop on the proposed FY 2025 - 20265 Budget.

   Finance Director, Lily Gaytan, Police Chief, Marco Vargas and Public Works Director, Albert Valle spoke regarding this item and answered Council questions. No Council action was taken.

8. **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 Council Member Gardea to adjourn at 8:16 PM.

Approved this _____ day of _____, 20__.

Attest:

_____
Elvia Schuller, City Clerk

_____
Andres Renteria, Mayor

EL PASO COUNTY 911 DISTRICT

FY 26

CRITICAL PATHS FORWARD

STRATEGIC INVESTMENT IN 9-1-1 INFRASTRUCTURE

El Paso County 911 District Budget Plan
Fiscal Year 2026

Attached for your review is our proposed budget for FY2026. On July 18, 2025, the El Paso County 911 District Board of Managers approved the proposed budget. Per our governing statute the District must present our budget to all of the participating jurisdictions within El Paso County for their review and approval. The budget will then be formally adopted by the Board of Managers prior to October 1, 2025.

This budget is designed to continue moving the El Paso Region into the next generation of 9-1-1 technology (NG911), interconnecting the community and first responders using the most efficient tools available. As we stand at the intersection of NG911 and the internet of things, the District is committed to unlocking the future of NG911 for El Paso.

We are proud of the excellent service we provide to the El Paso community and look forward to meeting with you to present our FY2026 budget. Please let us know if you have any questions and thank you for your support of El Paso's 9-1-1 system.

Sincerely,

Scott Calderwood, Executive Director
El Paso County 911 District
6055 Threadgill Ave.
El Paso, Texas 79924
(915) 832 6812
scottc@elpaso911.org

* Should your jurisdiction choose to take no formal action, this budget will be automatically approved by operation of statute on the sixty-first day following your receipt of this document.

EL PASO COUNTY 911 DISTRICT

District Mission

The El Paso County 911 District is an emergency communications district, providing 9-1-1 service in El Paso for over 30 years. Our mission is to continuously make a difference by providing outstanding professional services that facilitate the vital connection between our community and emergency services.

District Vision

The El Paso County 911 District will be a leader and innovator bringing the latest and most efficient technology to our 9-1-1 community. We will be a model 9-1-1 center respected by others across the country. We will be a high performing organization powered by motivated professionals that work harmoniously and collaboratively to support our mission.

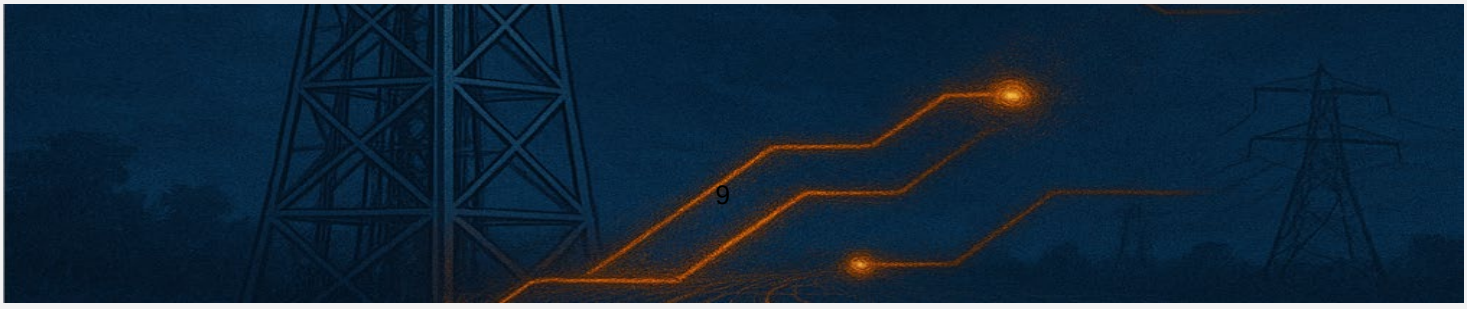
District Governance

The District operates under Texas Health and Safety Code, Chapter 772. It is governed by a Board of Managers appointed by the entities it serves. By statute the Board is made up of one member from the County of El Paso, two members from the most populous city in the County (City of El Paso), one member from the second most populous city in the County (City of Socorro), one member appointed, at large, by the Board of Managers to represent all other entities within the County, and one member from the predominant phone service provider (AT&T).

District Funding

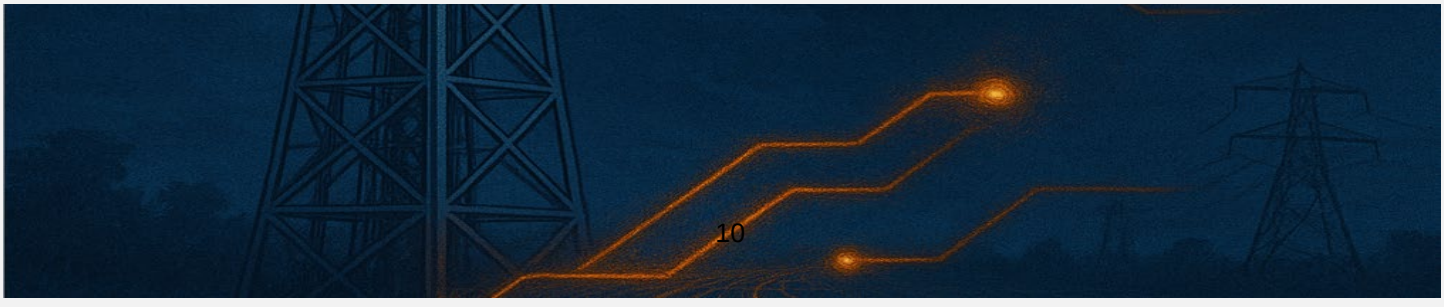
The District is funded by 9-1-1 service fees. Fees are collected monthly from both wireline and wireless phones and remitted to the District. The Board maintains local control of wireline fees and sets the rate each year as a part of the budget process. For FY2026 the Board has maintained the fee from FY2015 of $1.38 per residential line and $4.46 per business line.

Wireless fees are set by the State of Texas. For FY2026 the wireless fee is $.50 per line or 2% of any pre-paid phone service. The fees are collected by the State Comptrollers and distributed to 9-1-1 entities based on population.



2026 BOARD OF MANAGERS

Kristian Menendez, Chair Emergency Services District No. 1	At-Large Representative
Oscar Ugarte El Paso County Sheriff's Office	County of El Paso
Pete Pacillas El Paso Police Department	City of El Paso
Robert Rojas Socorro Police Department	City of Socorro
Mario D'Agostino El Paso Fire Department	City of El Paso
Monica Ballesteros AT&T	Primary Phone Service Provider



911 DISTRICT VALUES

"DO THE RIGHT THING"

BE ACCOUNTABLE

Dependability
Fairness
Transparency

PRACTICE INTEGRITY

Honesty
Professionalism
Trustworthy

COLLABORATE

Build Relationships
Be Creative and Innovate
Teamwork
Effective Communication

INSPIRE

Self-Motivated
Enthusiastic

KINDNESS

Respect
Compassion
Service to Others

HAVE FUN

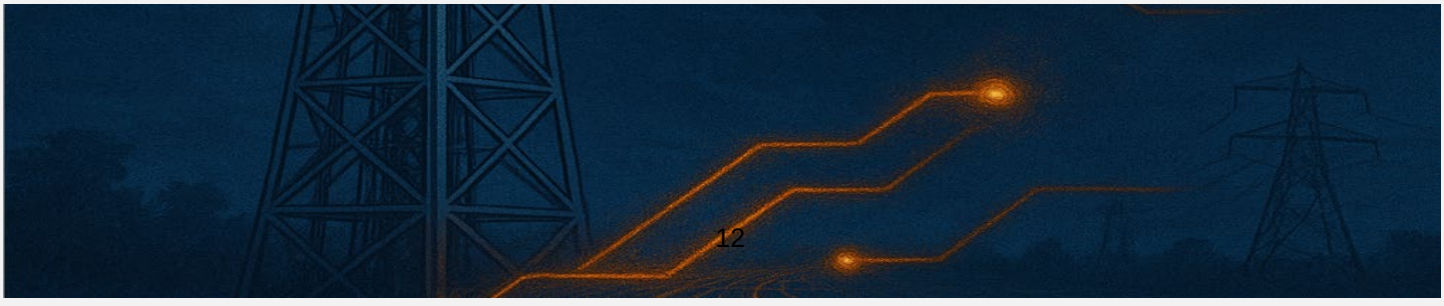


DISPATCH OFFICES SUPPORTED BY THE DISTRICT

- El Paso County Sheriff's Office
- Canutillo ISD Police Department
- City of El Paso 9-1-1 & 3-1-1 Communications
- City of Socorro Police Department
- Anthony Police Department
- Horizon City Police Department
- Emergency Service Districts (ESD) 1 & 2
- UTEP Police Department
- El Paso Independent School District Police Department
- Socorro Independent School District Police Department
- Ft. Bliss Directorate of Emergency Services
- El Paso Community College Police Department
- Texas Tech University Police Department
- Ysleta Del Sur Pueblo

RESPONSE AGENCIES SUPPORTED BY THE DISTRICT

Anthony Police Department
Clint Fire Department
Clint Police Department
El Paso County Precinct 1 Constable's Office
El Paso County Precinct 2 Constable's Office
El Paso County Precinct 3 Constable's Office
El Paso County Precinct 4 Constable's Office
El Paso County Precinct 5 Constable's Office
El Paso County Precinct 6 Constable's Office
El Paso County Precinct 7 Constable's Office
County Fire Marshals (ESD1)
County Fire Marshals (ESD2)
El Paso 3-1-1
El Paso Animal Control
El Paso Community College Police Department
El Paso County Ambulance Service
El Paso Fire Department
El Paso Fire Marshal
El Paso ISD Police Department
El Paso Police Department
El Paso County Sheriff's Office
Fabens Fire Department
Fort Bliss Fire Department
Fort Bliss Military Police Department
Horizon City Fire Department
Horizon City Police Department
Montana Vista Fire Department
San Elizario Fire Department
San Elizario Town Marshal
Socorro Fire Department
Socorro ISD Police Department
Socorro Police Department
Texas Tech Police Department
UT El Paso Police Department
West Valley Fire Department
YDSP Fire Department

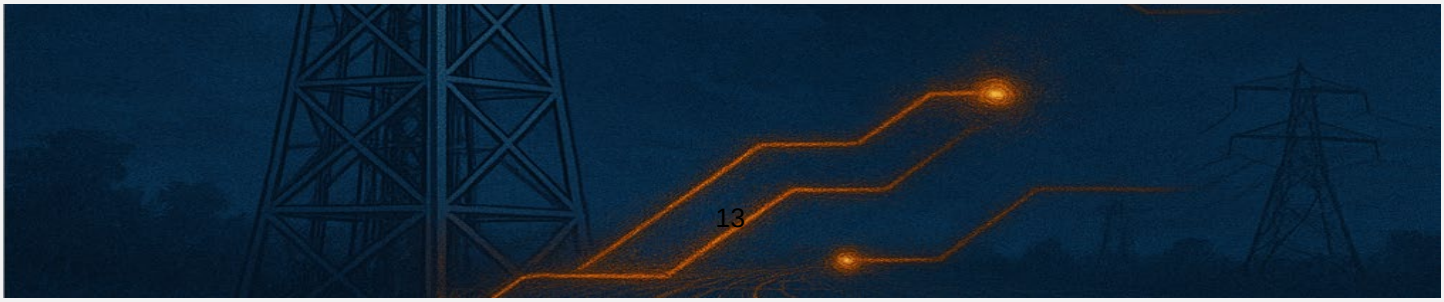


Proposed FY 2026 Budget

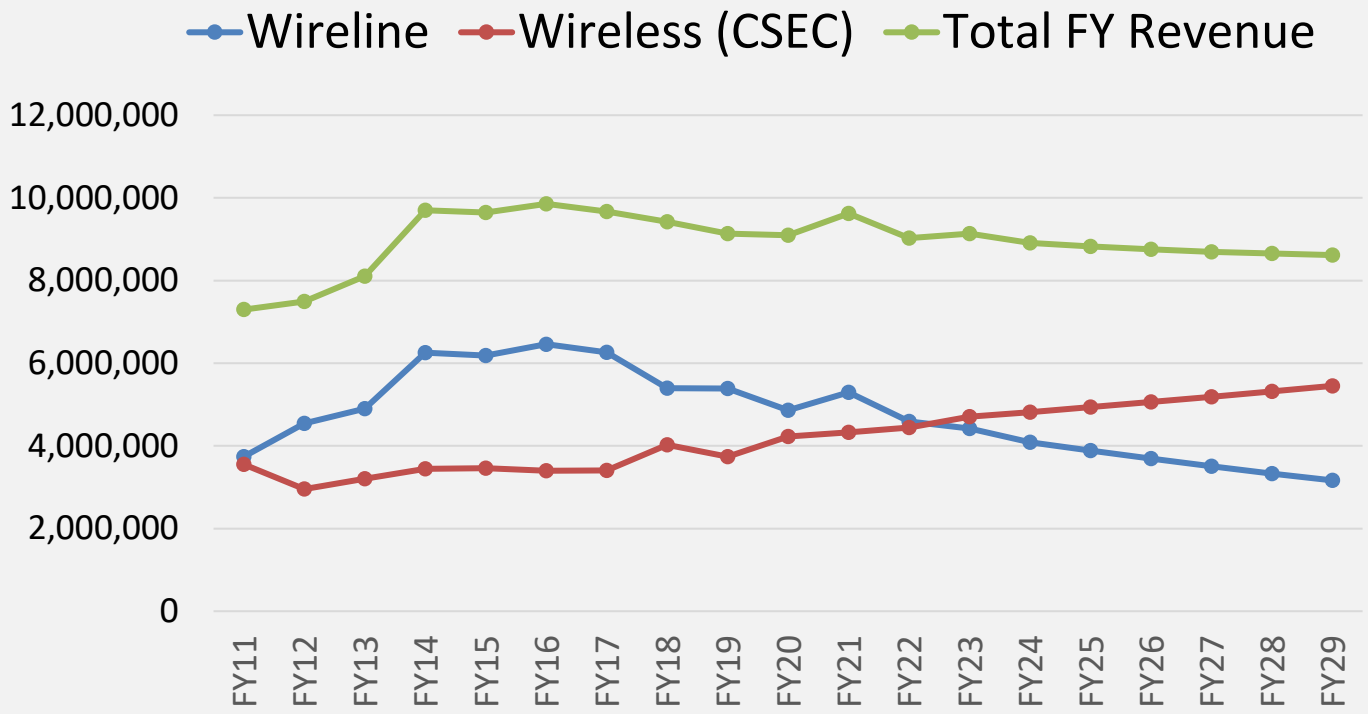
Revenue	FY25 Budget	Proposed FY26 Budget	Percentage +/-
Operating			
District Administration	11,713,112.00	9,422,950.00	-19.55%
Federal Grant			
ESInet NG911	511,372.50	0.00	-100.00%
Total Revenue	**12,224,484.50**	**9,422,950.00**	**-22.92%**

Expenditures	FY25 Budget	Proposed FY26 Budget	Percentage +/-
Operating			
District Administration	2,583,446.81	2,608,840.00	0.98%
911 Network Operations	5,394,851.48	5,637,993.16	4.51%
Facility Operations	960,369.00	746,558.04	-22.26%
Total Operating	**8,938,667.29**	**8,993,391.20**	**0.61%**
Agency Assistance			
Agency Support Programs	987,600.00	239,541.42	-75.75%
Total Agency Assistance	**987,600.00**	**239,541.42**	**-75.75%**
Federal Grant			
ESInet NG911	409,098.00	0.00	-100.00%
Total Federal Grant	**409,098.00**	**0.00**	**-100.00%**
Total Expenses	**10,335,365.29**	**9,232,932.62**	**-10.67%**

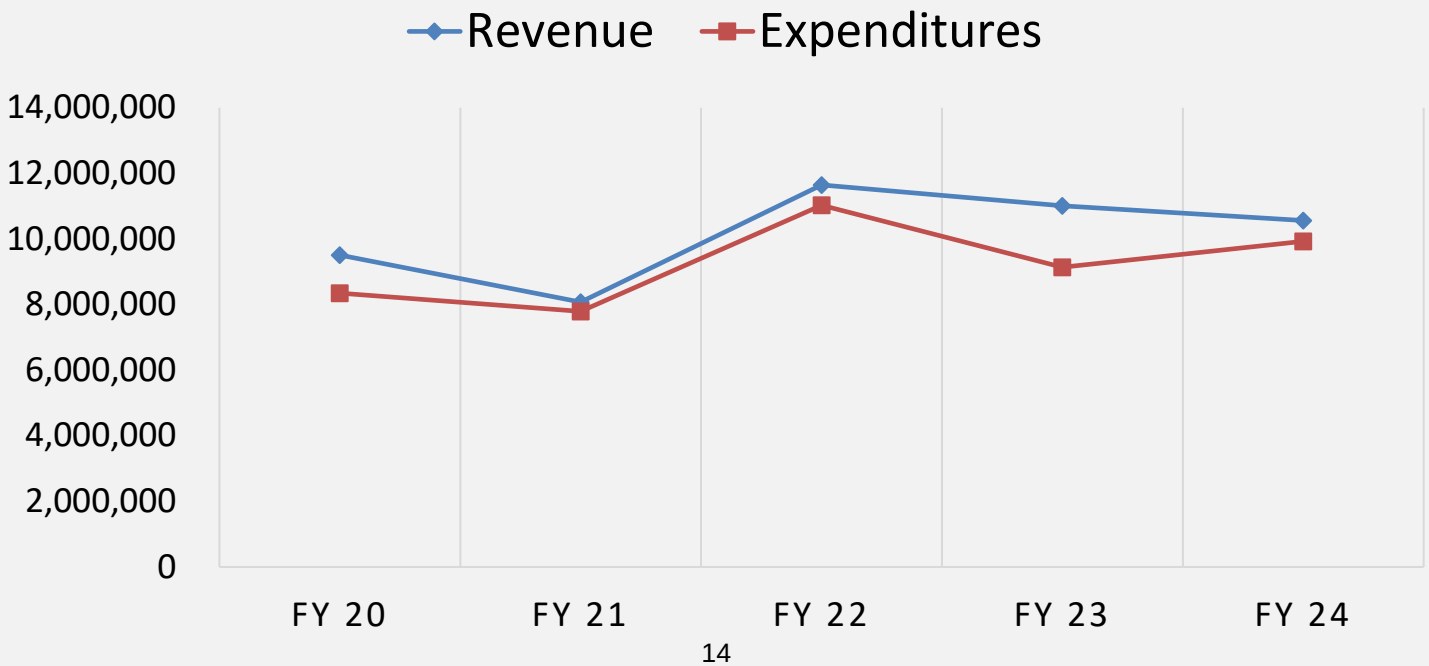
State Appropriations	0.00	1,305,550.00	
Total State Appropriation Request	**0.00**	**1,305,550.00**	



Revenue Analysis: Historical Trends and Future Projections



Yearly Financial Performance Analysis



FY26 Budget Summary

District Administration $2,608,840

(28.2% of total budget)

Major Expense Categories

- Salaries & Benefits: $2,100,000
- Professional Services: $50,000
- Insurance: $75,400
- Supplies & Operations: $385,000

Strategic Highlights

- Primary funding for staff salaries and benefits
- Includes liability insurance and legal/professional memberships
- Slight budget increase (+0.98%) reflects inflation, COLA and additional staffing

911 Network Operations $5,637,993

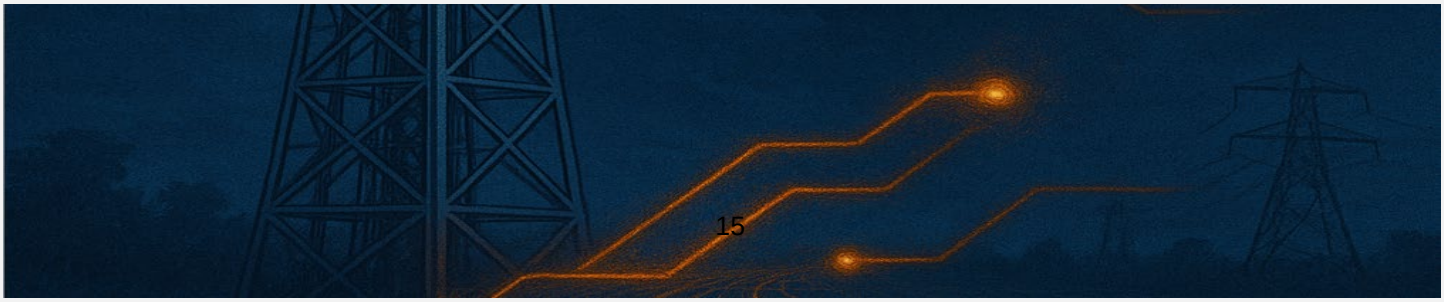
(61.1% of total budget)

Major Expense Categories

- Telephone Connectivity: $1,485,600
- CAD & Software Maintenance: $1,717,200
- Network & GIS Subscriptions: $1,080,000
- Professional & Engineering Services: $769,329

Strategic Highlights

- Significant investments in telecom infrastructure and CAD systems
- Increased GIS integration and vendor systems support
- Largest cost center; +4.51% from FY25 increase reflects modernization needs



Agency Support Programs $239,541

(2.6% of total budget)

Major Expense Categories

- Technology Assistance: $176,541
- Public Education: $13,000
- Training & Education: $50,000

Strategic Highlights

- Support continues for agency partners on a leaner scale
- Training maintained for key staff roles
- 75% decrease from FY25

Facility Operations $746,558

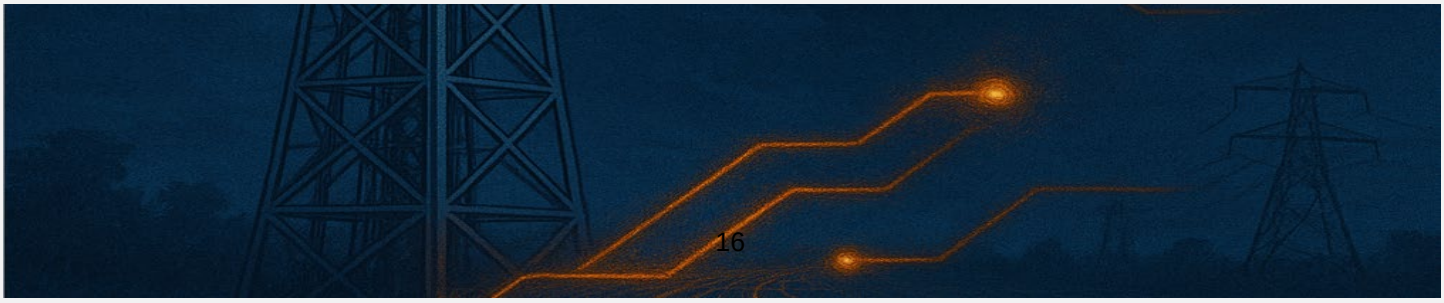
(8.1% of total budget)

Major Expense Categories

- Utilities: $229,000
- Custodial Services: $245,663
- Maintenance: $120,000
- Facility Supplies: $115,695

Strategic Highlights

- Stable operating budget maintaining readiness of EPRCC facilities
- Sustained service levels with leaner resource use
- 22.26% decrease from FY25 due to operational efficiencies



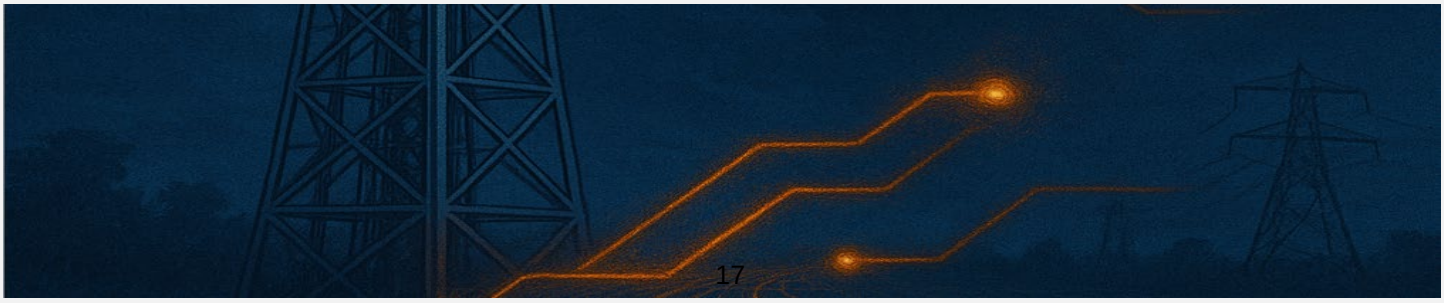
State Appropriation Funding $1,305,550

Major Expense Categories

- Maintenance Software & Subscriptions: $262,500
- Equipment: $400,000
- Furniture: $150,000
- Professional Services: $250,000
- Network Hardware & Software: $230,000

Strategic Highlights

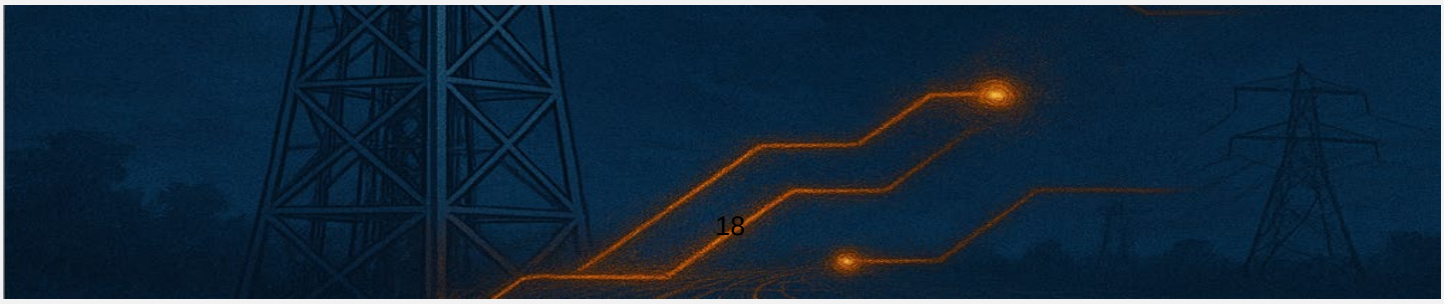
- Focus on hardware and software upgrades
- Audio Visual Replacement Equipment
- Facility upgrades
- 15.72% decrease from FY25



El Paso County 911 District
Fiscal Year 2024 Budget Summary

	FY24 Adopted	FY24 Actual	
Revenue			
Operating			
District Administration	9,447,940.00	13,831,427.68	146.40%
Federal Grant			
Fed Grant Reimbursement	1,227,294.00	1,227,294.00	100.00%
Total Revenue	**10,675,234.00**	**15,058,721.68**	**141.06%**

	Budget	Expenditures	Percentage Used
Expenses			
Operating			
District Administration	2,921,573.54	2,873,412.70	98.35%
911 Network Operations	4,500,306.68	3,442,468.82	103.59%
Facility Operations	948,369.00	731,317.05	77.11%
Total Operating	**8,370,249.22**	**7,047,198.57**	**84.19%**
Agency Assistance			
Agency Support Programs	835,600.00	508,964.97	60.91%
Total Agency Assistance	**835,600.00**	**508,964.97**	**60.91%**
Capital Improvements			
Capital Items	0.00	1,023,815.00	0.00%
Total Capital Improvements	**0.00**	**1,023,815.00**	0.00%
Federal Grant Reimbursement			
ESInet NG911 Maint Reimb	1,227,294.00	1,227,294.00	**100.00%**
Total Federal Grant Reimbursement	**1,227,294.00**	**1,227,294.00**	**100.00%**
Total Expenses	**10,433,143.22**	**9,807,272.54**	**94.00%**



El Paso County 911 District
6055 Threadgill Ave. El Paso TX 79924 | (915) 562-3911 | Fax (915) 832-6808

Sworn Statement

I, Scott Calderwood, Director of the El Paso County 911 District, swear that these Audited Financial Statements of the El Paso County 911 District are a true and correct report of the funds received and spent by the District during the fiscal year beginning October 1, 2023 and ending on September 30, 2024.

Scott Calderwood
Director
El Paso County 911 District

Sworn to and subscribed this 28th day of January 2025.

Mariza Martinez
Notary Public in and for the State of Texas
My commission expires: 5/20/28

MARIZA MARTINEZ
My Notary ID # 132487717
Expires May 20, 2028

"Our commitment to live by our shared values is our strategy for success."

El Paso County 911 District
6055 Threadgill Ave
El Paso, Texas 79924
info@elpasocounty911.org

Scott Calderwood
Executive Director
(915) 832-6812
scottc@elpasocounty911.org

Town of Horizon City
Capital Improvement Program

August 11, 2025
Council Meeting

Municipal Facilities Phase 1

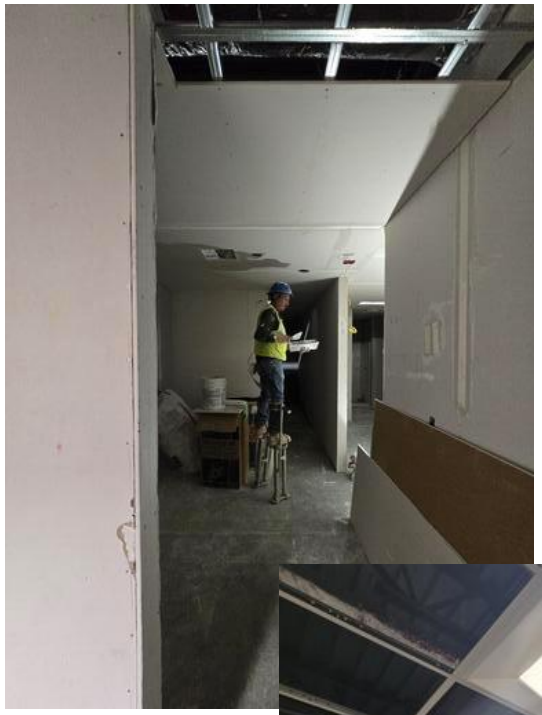
- Site work continues
  - Landscape irrigation, rock wall for various ponds and concrete steps work continues.
  - Trash enclosure work – will require a change order
  - Connection to existing water line to be performed by City contractor

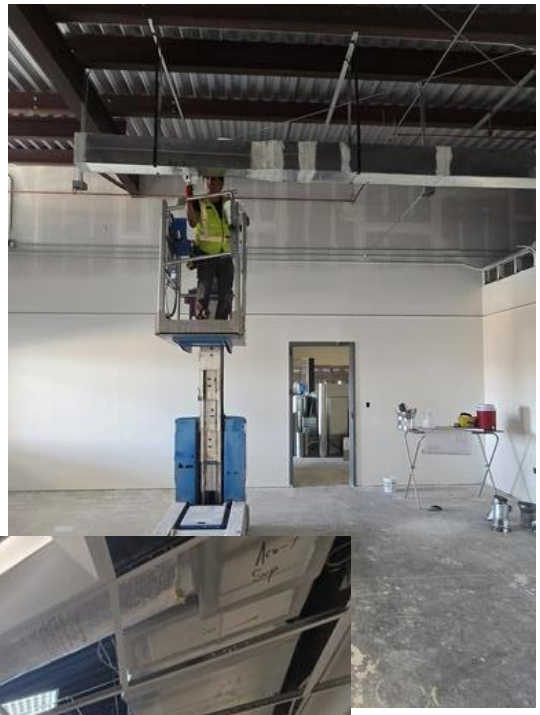
Municipal Facilities Phase 1

- Vertical Construction
  - Work continuing on both building and in exterior canopy roof.

- Project currently on schedule

Municipal Facilities Phase 1







Images taken on August 11, 2025









Municipal Facilities Phase 1





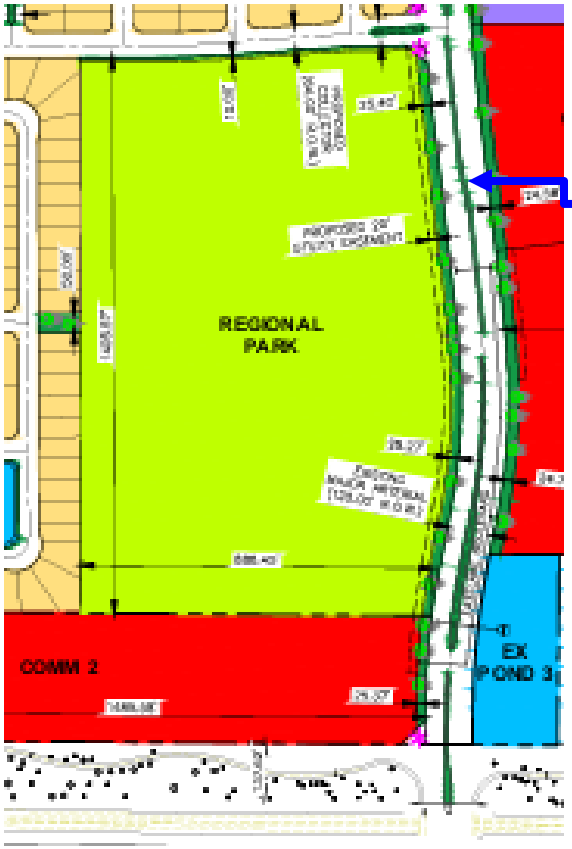
Municipal Facilities Phase 1



Images taken on August 1, 2025

New Regional Park

- Appraisal of property



Eastlake Blvd.

Horizon Blvd.

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

Federally- & State-Funded Project Updates

N. Darrington Reconstruction - Funding

- Staff working on necessary steps to apply for SIB loan.
- Re-evaluating funding mechanism for SIB loan

N. Darrington/Horizon Blvd. Reconstruction

- Demolition and milling in the Nunda to Horizon and Horizon to Highweed phases
- Base installation and driveway at Highweed in Highweed to Eastlake phase
- EPE finalizing design for conflict at Ryderwood and Darrington – work scheduled to begin mid-August.

N. Darrington/Horizon Blvd. Reconstruction

- Pond Treatment
  - Conducting Geotechnical studies to provide to design engineer for revised design

Rodman Shared Use Path (SUP)

- NTP – August 25, 2025
- Scheduled completion – approximately 3 months – prior to Christmas Tree lighting



TIRZ/TOD Update

Dilley, Delake and Transit Plaza

- Design has begun - design budget from HUD $1.7 million
- Coordination with Stakeholders
  - Met with ETA for transit plaza programming
  - City and ETA personnel visited two Sun Metro transit plazas: Airport and RC Poe

Town of Horizon City
Capital Improvement Program

August 11, 2025
Council Meeting

TOWN OF HORIZON CITY

RESOLUTION

That the Mayor be authorized to sign a First Amendment to the Engineering Services Agreement for the N. Darrington Road Reconstruction Project with Huitt Zollars to extend the term of the Agreement to May, 2027 and to increase the compensation paid to Huitt Zollars to an amount not to exceed $44,601.90.

Passed and approved the _____ day of August, 2025.

TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

By:_____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
City Attorney

TOWN OF HORIZON CITY
MEMORANDUM

Date: August 8, 2025

To: Honorable Mayor and Members of City Council

From: Teresa Quezada, CIP Manager

SUBJECT: **Resolution authorizing the Mayor to sign a First Amendment to the Engineering Services Agreement for the N. Darrington Road Reconstruction Project with Huitt Zollars to extend the term of the Agreement to May, 2027 and to increase the compensation paid to Huitt Zollars to an amount not to exceed $44,601.90**

Background

Huitt Zollars, as the Town Engineer provides engineering support services to the Town as capital projects are developed and constructed. The Town's practice has been to enter into separate agreements for this support by project to facilitate cost tracking and properly allocate all costs associated with capital projects to those project accounts. The Town contracted with Huitt Zollars to provide support for the N. Darrington Reconstruction project in May 2024 for $49,843 to support the design and construction of the project.

Item Description
This is the **first amendment** to the May 2024 agreement and it adds **$44,601.90** to the agreement and **extends the time to May 2027**, the anticipated project completion date. The agreement amendment is based on actual time spent on the project. Huitt Zollars will continue to attend project meetings and provide technical assistance to the Town in the execution of the project.

Fiscal Impact
This agreement will be funded through the 2014 and 2023 Certificates of Obligation amounts allotted for the Town's match and local contribution to federally funded projects.

Requested Action
Staff recommends approval of the amendment.

Attachments: Resolution & Draft Agreement

EXHIBIT A

Town of Horizon City

Design Review for N. Darrington Reconstruction Project - Amendment 1

HUITT-ZOLLARS, INC.

Man Hour Estimate July 10, 2025

	Sr. Eng	Proj. Mgr.	Proj. Engineer	EIT	Admin. Ass't.	Totals
	$265.00	$194.00	$130.00	$125.00	$90.00	
Task						
Attendance at bi-weekly progress meetings, coordination with stakeholders, and assistance to the Town with construction-related issues.	168					168
Subtotals	**168**	**0**	**0**	**0**	**0**	**168**
	$ 44,520	**$ -**	**$ -**	**$ -**	**$ -**	**$ 44,520.00**

Direct Expenses

Mileage (140 miles @ $0.585/mile) **$ 81.90**

Total **$ 44,601.90**

THE STATE OF TEXAS)	**FIRST AMENDMENT ENGINEERING SERVICES AGREEMENT**
)	**FOR PROFESSIONAL SERVICES**
COUNTY OF EL PASO)	**(North Darrington Road Reconstruction Project-[STP-MM Reconstruction Off-System] from Eastlake Boulevard to Oxbow Drive) (CSJ #0924-06-587)(Engineering and Review Services-TxDOT)**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2025, by and between the **TOWN OF HORIZON CITY**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the **"City"**, and **HUITT-ZOLLARS, INC.,** a Texas Corporation, hereinafter referred to as the **"Engineer"**.

RECITALS

WHEREAS, on or about May 6, 2024, the City and the Engineer signed the ENGINEERING SERVICES AGREEMENT FOR PROFESSIONAL SERVICES (North Darrington Road Reconstruction Project-[STP-MM Reconstruction Off-System] from Eastlake Boulevard to Oxbow Drive) (CSJ #0924-06-587) (Engineering and Review Services-TxDOT) (the Agreement");

WHEREAS, in the Agreement original fee to be paid for services to the Engineer was $44,855.50 and the services were to be provided from August 2024 through March 2025;

WHEREAS, there have been substantial and unforeseen delays in the project and there is need to amend the Agreement to allow for additional time to complete the Scope of Services and increase the compensation paid to the Engineer for additional work; and

WHEREAS, the Parties have agreed on a new proposed date for completion and an estimate of increased compensation based upon the hourly rates for engineering services in the original Agreement.

AGREEMENT

NOW, THEREFORE, for the consideration set forth in the Agreement, the City and the Engineer agree to the following terms and conditions.

ARTICLE I.
Extended Services

1.1 During the extension of the Agreement the Engineer will continue to provide the following services:

1. Attendance at bi-weekly progress meetings;
2. Coordination with stakeholders; and
3. Assist the City with construction-related issues

ARTICLE II.
ORIGINAL SCOPE OF SERVICES

2.1 The original Scope of Services includes:

1. Coordination with the engineering consultant to provide project information
2. Coordination with TxDOT
3. Review and comment on submittals at the 30%, 60%, 90%, and 100% design stages
4. Attendance at bi-weekly meetings with the consultant, the City and TxDOT
5. Attendance at the Design Development Review (DDR) and Safety Review meetings
6. Coordination with stakeholders
7. Participation in review meetings during the design phase with the consultant and TxDOT

ARTICLE III.
ENGINEER FEES AND PROJECT'S BUDGET

3.1 PAYMENT TO ENGINEER. The total amount of compensation for all phases of the Project is _____DOLLARS ($_____). The Engineer's fee proposal for the performance of the Extended Services and reimbursable expenses is attached hereto as **Attachment "A"**. Payments to the Engineer shall be made pursuant to the schedule enumerated within **Attachment "A"**.

3.1.1 The Mayor may authorize additional services as identified in **Attachment "A"** for this Agreement in an amount not to exceed ten percent (10%) of the total estimated Project amount identified in Section 3.1. Should any additional services as identified in **Attachment "A"** be necessary and the cost of the services exceed the identified additional ten percent (10%) of the total estimated Project amount identified in Section 3.1, such additional services and payment must be approved by the City Council of the Town of Horizon City.

3.2 ENGINEER'S INVOICES. The Engineer shall bill the City separately for the services under this Agreement not more often than monthly, through written invoices pursuant to the schedule established in **Attachment "A"**. Invoices shall indicate the costs for outside consultants, if any, with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget(s), the total amount(s) authorized for the Engineer, the current invoiced amount(s), and the amount(s) billed to date. ln addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date, also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both Parties.

3.3.2 The City agrees to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt pursuant to the Texas State Prompt

Payment Act. Upon dispute, however, the City may, upon notice to the Engineer, withhold payment to the Engineer for the amount in dispute only, until such time as the exact amount of the disputed amount due the Engineer is determined. The total amount paid to Engineer shall not exceed Engineer's fee proposal, except by written amendment to this Amendment, executed by both Parties.

3.4 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Engineer and not passed on to the City or otherwise paid by the City, unless a written amendment to this Agreement is executed by both Parties allowing for additional costs.

3.5 INDEPENDENT CONTRACTOR. In the performance of work or services hereunder, the Engineer shall be deemed an independent contractor, and any of its employees performing work required hereunder shall be deemed solely employees of the Engineer.

ARTICLE IV.
PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The services called for under the Project shall begin upon the Effective Date of this Amendment. The Engineer shall complete the requested services in accordance with the timelines and schedules outlined in **Attachment "B".**

ARTICLE V.
RATIFICATION OF AGREEMENT

5.1 RATIFICATION. Except as expressly modified herein, all other terms and conditions of the Agreement shall remain in full force and effect.

ARTICLE VI.
MISCELLANEOUS PROVISIONS

6.1 GOVERNING LAW. The Engineer shall comply with applicable Federal, State, and local laws and ordinances applicable to the work contemplated herein.

6.2 CAPTIONS. The captions of this Agreement are for information purposes only and shall in no way affect the substantive terms or conditions of this Agreement.

6.3 SEVERABILITY. Should any section, paragraph, or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

6.4 NOTICES. Any notice, demand, request, consent, or approval that either Party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the City:	Town of Horizon City Andres Renteria, Mayor 14999 Darrington Road Horizon City, Texas 79928
With a Copy to:	Town of Horizon City Director of Planning 14999 Darrington Road Horizon City, Texas 79928
To the Engineer:	Huitt-Zollars, Inc. Attn: Isabel Vasquez, P.E. 5822 Cromo Drive, Suite 210 El Paso, Texas 79912

Changes may be made to the names and addresses noted herein through timely, written notice to the other Party.

6.12 CONFLICTING PROVISIONS - ATTACHMENTS. In the event of any provision contained in any Attachments to the Agreement or the Agreement, conflict or are inconsistent, with any of the provisions in this Amendment, the terms of this Amendment shall be controlling.

6.13 TEXAS TORT CLAIMS ACT. The Engineer expressly agrees that, in all things relating to this Agreement, the City is performing a governmental function, as defined by the Texas Tort Claims Act. The Engineer further expressly agrees that every act or omission of the City which, in any way, pertains to or arises out of this Agreement falls within the definition of a governmental function.

6.14 PROHIBITION ON CONTRACTS BOYCOTTING ENERGY COMPANIES. If the Engineer is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, the Engineer verifies that the Engineer does not boycott energy companies during the term of this Agreement and will not boycott energy companies during the term of this Agreement. If the Engineer does not make that verification, the Engineer must notify the City and state why the verification is not required.

6.15 FIREARMS. If the Engineer is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, the Engineer verifies that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association. If the Engineer does not make that verification, the Engineer must notify the City and state why the verification is not required.

6.16 FOREIGN TERRORIST ORGANIZATIONS. The Engineer represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

6.17 BOYCOTTING OF ISRAEL. If the Engineer is required to make a certification pursuant to Section 2271.001 of the Texas Government Code, the Engineer certifies that the Engineer does not boycott Israel and will not boycott Israel during the term of this Agreement. If the Engineer does not make that certification, the Engineer must notify the City and state why the certification is not required.

6.18 ENTIRE AGREEMENT FOR PROJECT. The Agreement, along with this Amendment, including attachments, constitutes and expresses the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, whether written or oral, with respect to the Project defined under the Agreement. The Agreement shall not be further amended or modified, except by written amendment, executed by both Parties.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

TOWN OF HORIZON CITY:

By: _____
Andres Renteria, Mayor
Dated: _____, 2025

ATTEST:

By:_____
Elvia Schuller, TRMC
City Clerk

APPROVED AS TO FORM:

By:_____
Sylvia Borunda Firth
Assistant City Attorney

APPROVED AS TO CONTENT:

By: _____
Arturo Rubio
Planning Director

ENGINEER:
HUITT-ZOLLARS, INC.

By: _____

Printed name: _____

Title: _____

Dated: _____, 2022

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____ 2022 by **Andres Renteria,** as **Mayor** of the **Town of Horizon City, Texas**.

_____
Notary Public, State of Texas

My commission expires:

_____

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____ 2022, by _____**,** as _____ of **Huitt-Zollars, Inc**.

_____
Notary Public, State of Texas

My commission expires:

_____

ATTACHMENT "A"
SCOPE OF SERVICES AND PROJECT BUDGET

ATTACHMENT "B"

ENGINEER'S FEE PROPOSAL AND UNIT/HOURLY RATES

Memorandum

To: Art Rubio, AICP, CNU-A
Chief Planner
Town of Horizon City, TX

From: Floyd Johnson, PE
Huitt-Zollars, Inc.

Subject: Request for Additional Services for "N. Darrington Reconstruction-Engineering and Review Services" project

Date: July 8, 2025

Huitt-Zollars is submitting Amendment 1 to extend Engineering Review services for the N. Darrington Rd Reconstruction project, from Eastlake Boulevard to Oxbow Drive.

Scope of Services

The original scope of services included:

- Coordination with the engineering consultant to provide project information
- Coordination with TxDOT
- Review and comment on submittals at the 30%, 60%, 90%, and 100% design stages
- Attendance at bi-weekly meetings with the consultant, the Town, and TxDOT
- Attendance at the Design Development Review (DDR) and Safety Review meetings
- Coordination with stakeholders
- Participation in review meetings during the design phase with the consultant and TxDOT

This amendment includes the extension of services to cover the following:

- *Attendance at bi-weekly progress meetings*
- *Coordination with stakeholders*
- *Assist the Town with construction-related issues*

Deliverables

Written responses and resolutions of comments, meeting minutes, and coordination documentation.

Schedule

Upon the Town's authorization to proceed, Huitt-Zollars will perform the tasks outlined in the Scope of Services through December 2025.

Compensation

The original fee for this task was $44,855.50. Services provided between August 2024 and March 2025 exceeded the original contract amount by $9,501.30, a portion of which remains outstanding on invoices. Additional services anticipated through May 2027 are estimated at $35,100.60. Therefore, the total amount covered under this amendment is $44,601.90.

Huitt-Zollars' fee of $44,601.90 is for Engineering Review Services on an hourly basis. A detailed fee breakdown is enclosed for your review.

Thank you for the opportunity to continue supporting this project. Please don't hesitate to reach out if you have any questions.

TOWN OF HORIZON CITY

RESOLUTION

That the Mayor be authorized to sign an Interlocal Agreement in form and substance approved by the City Attorney with the Camino Real Regional Mobility Authority ("CRRMA") for the CRRMA to provide Geotechnical Services to the Town of Horizon City for the N. Darrington Reconstruction Project for an amount not to exceed $30,000.00.

Passed and approved the _____ day of August, 2025.

TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

By:_____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
City Attorney

TOWN OF HORIZON CITY
MEMORANDUM

Date: August 8, 2025

To: Honorable Mayor and Members of City Council

From: Teresa Quezada, CIP Manager

SUBJECT: **Resolution authorizing the Mayor or his designee to sign an Interlocal Agreement in form and substance approved by the City Attorney with the Camino Real Regional Mobility Authority (CRRMA) for the RMA to provide geotechnical studies and services associated with the N. Darrington Reconstruction Project in an amount not to exceed $30,000.00.**

Background
During construction of the pond for the N. Darrington Reconstruction project, the contractor encountered sugar sand within the pond excavation boundaries. The soil conditions warrant a different design to prevent erosion and stable slope treatment. To ensure the revised design appropriately addresses the extent of the soil conditions, additional geotechnical studies are required. TXDOT indicated that it could take up to two months to procure geotechnical services. Since construction is underway, the City is advancing the geotechnical study procurement to manage the construction time.

The City does not have geotechnical professionals on contract; however, the Camino Real Regional Mobility Authority (CRRMA) has procured those services through their federally approved processes. Utilizing an Interlocal Agreement (ILA) the City can utilize the geotechnical professionals to conduct the studies on a timely basis.

Item Description
This ILA provides for the use of geotechnical professionals to conduct the studies that will inform the revised design for the treatment of the slopes in the pond. Final review of the fees is underway, but the total amount of the services, to include the administrative fees, is expected to be no more than $30,000.

Fiscal Impact
This agreement will be funded through the 2014 and 2023 Certificates of Obligation amounts allotted for the Town's match and local contribution to federally funded projects. However, the City intends to seek reimbursement for the cost of these services.

Requested Action
Staff recommend approval of the amendment.

Attachments: Resolution & Draft Agreement

INTERLOCAL AGREEMENT
GEOTECHNICAL SUPPORT FOR THE DARRINGTON PROJECT

THIS INTERLOCAL AGREEMENT (the Agreement) 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 is a political subdivision of the State of Texas; and

WHEREAS, the Authority is a regional mobility authority created pursuant to the request of the City of El Paso and operating pursuant to Chapter 370 of the Texas Transportation Code (the "RMA Act") and 43 TEX. ADMIN. CODE §§26.1 *et seq.* and is a body politic and corporate and political subdivision of the State; and

WHEREAS, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

WHEREAS, Section 370.033 of the RMA Act permits the Authority to enter into an agreement under which the Authority may acquire, plan, design, construct, maintain, repair, or operate a transportation project on behalf of another governmental entity if the transportation project is located in the Authority's area of jurisdiction or in a county adjacent to the Authority's area of jurisdiction; and

WHEREAS, the Town requests the Authority to provide certain geotechnical support necessary for the Darrington Roadway Project (the geotechnical support shall be referred to herein as the Project), located in the Town of Horizon City, El Paso County, Texas which is within or adjacent to the Authority's area of jurisdiction; and

WHEREAS, the Town and Authority now desire to enter into this Agreement to allow for the Authority to complete the services requested by the Town for the Project; and

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

I.
FINDINGS

A. Recitals. The recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. It is further found and determined that the Parties have authorized and approved the Agreement by resolution or order adopted by their respective

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governing bodies, and that this Agreement will be in full force and effect when approved by both Parties.

B. Overview of the Project. The Town and the Texas Department of Transportation (TxDOT) have partnered on the development of the Darrington Roadway Project, which has encountered some issues in a pond that require geotechnical evaluation. The Town has determined that the Authority's provision of such geotechnical support would benefit the residents of the Town and region. The services to be provided by the Authority for the Project are more fully defined in **EXHIBIT A** to this Agreement. The Project responsibilities of each Party and Project budget are more fully enumerated within **EXHIBITS B and C** of this Agreement.

II.
DUTIES AND RESPONSIBILITIES OF THE AUTHORITY

A. Project Services. Subject to the terms of this Agreement, the Authority agrees and is hereby authorized to use funding from the Town, or such other lawfully available funds designated from time to time, to provide all or a portion of the funding necessary for the services identified in **EXHIBIT A**.

1. Timeline for Commencement and Completion of Work. Commencement of work on the Project shall begin when the Town Representative (as defined in Section IV below) issues a written Notice to Proceed to the Authority for the Project. No later than fifteen (15) days from Authority receipt of a Notice to Proceed, the Authority will initiate the process to commence work on the Project, as more specifically described in **EXHIBITS A, B, and C**. Project-related services, including any applicable phasing of such work, will be completed in accordance with the schedule developed between the Town and the Authority.

2. Scope of Work. Specific elements of the work required for the Project and the responsible party for the performance of such work are set forth in **EXHIBIT B** to this Agreement. Such services will be provided by the appropriate party within the jointly developed schedule referenced in subparagraph II.A.1. above.

3. Project Budget. The initial budget for the Project is set forth in **EXHIBIT C** to this Agreement (the Project Budget). The Parties will work together to attempt to minimize the actual costs as reflected in the Project Budget, and in no event shall the cash disbursements by the Authority exceed such Project Budget, absent the written agreement of the Parties.

B. Authority and Town Cooperation. The Parties shall cooperate in the development of the Project such that the Project is most effectively and efficiently developed.

1. Inspections. The Town and its authorized representatives may observe or inspect all work done and materials furnished for the Project at reasonable times and places. If either Party believes such Project is not being developed as originally contemplated, the Parties' designated representatives shall meet to discuss appropriate actions to ensure that any defects in the Project or deviations are remedied.

2. Budget Overruns. In the event the costs of the Project funded in whole or in part

from Town funds exceed, or due to a change in circumstances during development of such Project are expected to exceed, the amount specified in the Project Budget and other lawfully available and designated funds, the Parties, through their respective designated representatives, will work together to identify the additional funding necessary for the Project. In the event additional funds cannot be identified to address such increased costs, the Parties shall work together to amend the scope of the Project to fit within the available funds or to otherwise address the Project funding shortfall.

3. Change Order. When applicable, Change Order shall mean a written order to the Authority's contractor executed by the Authority after execution of the original construction contract between the Authority and that contractor, directing a change in the work to be performed on the Project, and may include a change in the contract price or the time for the contractor's performance or any combination thereof. A Change Order requested by the Authority or its contractor, which would result in an increase in the Project Budget, must be approved by the Town in writing prior to creating an enforceable commitment of Town funds or other lawfully available and designated funds. A proposed Change Order requested by the Authority or its contractor shall be provided to the Town in writing and include detailed justification for the requested change(s). The Authority may approve a Change Order without the approval of the Town if the Authority agrees to pay the increased cost of the Project from its own funding source.

4. Final Acceptance. When applicable, the Authority shall notify the Town in writing upon Final Acceptance of the Project or a portion of the Project. Upon Final Acceptance of the Project, or a portion of the Project, the Authority will assign to the Town, or other responsible entity, all contractor warranties, guarantees, and bonds which it possesses with respect to such work and which extend beyond the date of such Final Acceptance. Unless otherwise agreed by the Authority, the Authority shall have no further obligation with respect to such work after Final Acceptance.

5. Authority Performance Measures. Some of the services being provided pursuant to this Agreement are an extension of the services being provided to the Authority under agreements with contractors or under consulting agreements with third-party professionals. As such, the Authority shall ensure, through its agreements with such contractors and third-party professionals, that the same performance measures are established and maintained for the performance of the services delivered on the Project pursuant to this Agreement as are applicable to work performed by such contractors and third parties on other Authority Projects. The Authority shall enforce such measures and standards on the Town's and the Authority's behalf, and the Authority shall not agree to modify performance measures, as they may relate to the services contemplated herein, without the prior written consent of the Town.

C. Reports to the Town. The Authority shall, at such times and in such form as the Town may reasonably request, furnish periodic information concerning the status of the Project and the performance of the Authority's obligations under this Agreement. To the extent requested by the Town, the Authority shall make an annual report to the Town's Council on the Project. Such annual report shall include information on the current status, including financial details, of the Project and the state of the Authority as a public entity in general.

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D. Accounting. The Authority shall use diligence to ensure that each distribution of Project funds is for proper and documented expenditures. Complete books and records shall be maintained by the Authority of disbursements for payments required in this Agreement. All such books and records shall be deemed complete if kept in accordance with the Governmental Accounting Standards Board's principles and in accordance with the provisions of the RMA Act. Such books and records shall be available for examination by the duly authorized officers or agents of the Town during normal business hours upon request made not less than five (5) business days prior to the date of such examination. In addition, the Authority shall coordinate with the Town's Auditor's Office to provide information and documentation necessary for the Town to complete its annual books, records and reports for each fiscal during which: (1) Project funds are/were distributed for the Project; (2) Project warranties are/were in effect; and/or (3) Project claims are/were outstanding.

E. Limitations on Project Development. Notwithstanding anything herein to the contrary, the Authority shall not be obligated to pursue or complete development of the Project if the funds available from the Town together with other lawfully available and designated funds are insufficient to pay all costs associated with the Project and the Town fails to provide additional funding to cover the amount of any such deficiency.

III.
DUTIES AND OBLIGATIONS OF THE TOWN

A. Project Responsibilities of the Town. The Town shall be responsible for the costs of those responsibilities as enumerated within **EXHIBIT B** to this Agreement, with such payments to be made in accordance with the terms established within **EXHIBIT C**. Once those responsibilities or deliverables have been completed, the Town shall bear no additional costs for completion of the Project, unless specifically included in the Project Budget or in a written amendment of this Agreement approved by the Town.

B. Financial Obligations of the Town. Authority financial obligations created hereunder shall be limited solely to Town funds transferred from time to time by the Town to the Authority as required by this Agreement. Except for delivery of the funds enumerated herein, the Town shall have no financial obligation to make any payment, in whole or in part, on behalf of the Authority, unless specifically provided in accordance with the terms of this Agreement, its exhibits or amendments.

C. Disclosure of Information. The Town covenants and agrees that it shall cooperate with the Authority to ensure the timely completion of the Project within specified and agreed upon budgets and shall promptly provide the Authority with such information or support as may be necessary for the Authority to satisfy its obligations under this Agreement.

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IV.
PARTY REPRESENTATIVES AND LEGAL NOTICES

A. Party Representatives. The designated representatives authorized to act on behalf of each party hereto, and the addresses to which notices due hereunder should be directed, are as follows, unless and until either Party is otherwise notified in writing by the other:

Town:

Planning Director
14999 Darrington Road
Horizon City, Texas 79928

Authority:

Executive Director
801 Texas Avenue
El Paso, Texas 79901.

B. Limitations on Town Representative. Notwithstanding anything contained herein to the contrary, approval of the Project Budget, changes to the funding source(s), change orders that increase the Project Budget, and all amendments to this Agreement shall require the action of the Town's Council.

C. Legal Notices. Any and all notices and communications under this Agreement shall be in writing and mailed by first-class mail, or hand delivered, addressed to the following designated officials:

Town:

Mayor
14999 Darrington Road
Horizon City, Texas 79928
Cc: Planning Director

Authority:

Executive Director
801 Texas Avenue
El Paso, Texas 79901.

V.
TERM AND TERMINATION

Term and Termination. Subject to the following, this Agreement shall be effective as of the date first written above and shall continue in full force and effect until the completion of the services to be provided. Notwithstanding the foregoing, and without limitation on any other remedy identified in the Agreement or available at law or in equity:

A. either Party may terminate this Agreement in the event of a material breach of its terms, which may include, but is not limited to, failure to make timely payments of amounts owed and failure of services to be provided in accordance with this Agreement, provided that the party seeking to terminate the Agreement has provided written notice to the other of the alleged default and the default has not been cured within thirty (30) days of receipt of such notice; and

B. the Parties may mutually agree to terminate this Agreement.

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VI.
GENERAL AND MISCELLANEOUS

A. Waiver. Neither this Agreement nor any of the terms hereof may be waived or modified orally, but only by an instrument in writing signed by the Party against which the enforcement of the waiver or modification shall be sought. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations or agreements under this Agreement, shall operate as a waiver, discharge or invalidation thereof, nor shall any single or partial exercise of any such right, power or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power or remedy.

B. Other Services. Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties.

C. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claims on behalf of any third party. Neither of the Parties waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

D. Amendments and Modifications. This Agreement may not be amended or modified except in writing and executed by both Parties to this Agreement and authorized by their respective governing bodies.

E. Venue. For any and all disputes arising under this Agreement, venue shall be in El Paso County, Texas.

F. Successors and Assigns. This Agreement shall bind and benefit the respective Parties and their legal successors, and shall not be assignable, in whole or in part, by any Party hereto without first obtaining the written consent of the other Party.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

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H. Execution in Counterparts. This Agreement 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 Agreement 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

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EXHIBIT A

DARRINGTON ROAD GEOTECHNICAL SUPPORT
PROJECT DESCRIPTION

The proposed scope of work for the Project consists of those geotechnical and related services necessary to develop recommendations for stabilizing a pond base located within the Darrington Roadway Project limits. Specific activities shall include, but may not be limited to, the following:

Site Investigation and Test Pits: Excavate a series of test pits to determine the depth and extent of the sugar sand layer.

Percolation Testing: Conduct testing, at various depths within the sugar sand, to determine its drainage characteristics and its impact on stability. Test for potential water retention that could exacerbate slope instability.

Soil Sampling and Laboratory Analysis: Identify cohesion strength of the sugar sand, soil type and classification (e.g., clay, silt, sand), shear strength and compaction characteristics, and provide a soil report with results and recommendations.

Geotechnical Recommendations: Provide recommendations for stabilizing the pond base, options may include:

- Excavation of the sugar sand and replacement with a more stable material.
- Soil stabilization methods such as lime or cement treatment to increase strength.
- Slope stabilization techniques and drainage improvement recommendations.
- Suggestions for further site preparation or construction approaches.

These activities shall include those associated services reasonably expected to be utilized in the development of the Project. The resulting recommendations shall be developed in coordination with the Town but the services provided for the development of such recommendations shall be limited by the Project Budget identified in **EXHIBIT C** of this Agreement.

[END OF EXHIBIT]

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EXHIBIT B

DARRINGTON ROAD GEOTECHNICAL SUPPORT
PROJECT RESPONSIBILITIES

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

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[END OF EXHIBIT]

EXHIBIT C

DARRINGTON ROAD GEOTECHNICAL SUPPORT
PROJECT BUDGET

DESCRIPTION	TOTAL ESTIMATED COST	AUTHORITY PAYS WITH TOWN FUNDS	AUTHORITY PAYS WITH OTHER FUNDS
LAND	**$ 0.00**	**$ 0.00**	**$ 0.00**
UTILITY RELOCATION	**$ 0.00**	**$ 0.00**	**$ 0.00**
GEOTECHNICAL SERVICES	**$ 30,000.00**	**$ 30,000.00**	**$ 0.00**
ENGINEERING	**$ 0.00**	**$ 0.00**	**$ 0.00**
CONSTRUCTION	**$ 0.00**	**$ 0.00**	**$ 0.00**
OTHER	**$ 0.00**	**$ 0.00**	**$ 0.00**
TOTAL	**$ 30,000.00**	**$ 30,000.00**	**$ 0.00**

NOTES:

1. The table above identifies anticipated uses by the Authority of available funds by category. However, the Authority is not limited in its use of funds by such categories and is expressly authorized to utilize funds from any category in the development of the Project, as needed; provided that the Authority coordinates all such uses with the Town.
2. The Authority shall submit monthly invoices to the Town for 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 categories identified above are inclusive of all administrative costs; provided, however, that Authority administrative costs shall not exceed 3% of the total Project costs.

[END OF EXHIBIT]

TOWN OF HORIZON CITY

RESOLUTION

That the Horizon City Police Department be authorized to accept the award from the Texas Facilities Commission to purchase 2 vehicles from the State of Texas, State and Federal Surplus Property Office for the amount of $1,000.00 each, in accordance with the authority granted to Texas Facilities Commission through HB 229 (84th legislature) Texas Government Code 2175.308.

APPROVED THE ____ DAY OF _____, 2025.

Town of Horizon City

By:_____
Andres Renteria, Mayor

ATTEST:

By:_____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By:_____
Sylvia Borund Firth, City Attorney

AGREEMENT BETWEEN FEDERAL LAW ENFORCEMENT AGENCY PARTICIPATING IN THE TREASURY FORFEITURE FUND AND STATE OR LOCAL LAW ENFORCEMENT AGENCY FOR THE REIMBURSEMENT OF EXPENSES IN JOINT OPERATIONS

This agreement is entered into by the Horizon City Police Department (hereinafter referred to as "State/Local LEA") and the Department of Homeland Security/ Immigration and Customs Enforcement/ Homeland Security Investigations, a participant in the Treasury Forfeiture Fund (TFF), (hereinafter referred to as "TFF Agency") for the purpose of receiving reimbursable costs incurred by the State/Local LEA in providing resources to joint operations.

Reimbursements may be made to the extent they are included in the TFF Agency's Fiscal Year Financial Plan, and the funds are available within the TFF to satisfy the requests for reimbursement.

I. EXECUTION AND TERMINATION OF THIS AGREEMENT

This agreement is effective on the date it is signed by both parties to this agreement and terminates when explicitly terminated by either the TFF Agency or the State/Local LEA.

II. AUTHORITY

This agreement is established pursuant to the provisions of 31 U.S.C. 9703 and the Treasury Forfeiture Fund Act of 1992 which provide for the reimbursement of certain expenses of state and local law enforcement agencies (LEAs) incurred as participants in joint operations with federal LEAs participating in the TFF.

III. PURPOSE OF THIS AGREEMENT

This agreement establishes the procedures and responsibilities of both the State/Local LEA and the TFF Agency for the reimbursement of certain overtime and other expenses pursuant to 31 U.S.C. § 9703.

IV. NAME OF TASK FORCE (if applicable)

The name of this task force is: Homeland Security Task Force/ High Intensity Drug Trafficking Area Anti-Smuggling Group (HSTF HIDTA ASG).

The projected dates of operation are: July 17, 2025 to July 17, 2030.

V. CONDITIONS AND PROCEDURES

A. Compliance with Federal Statutes and Regulations

Compliance with 31 U.S.C. § 9703, the Treasury Forfeiture Fund Act of 1992 and TEOAF Directive 18, "Policy for Reimbursements to State and Local Law Enforcement Agencies Involved in Joint Operations with Federal Agencies Participating in the Treasury Forfeiture Fund," is a requirement for this agreement.

B. Assignment of State/Local LEA Officers

1. To the maximum extent possible, the State/Local LEA shall assign dedicated officers to the joint operation.

2. Within 10 days of the effective date of this agreement, the State/Local LEA shall provide the TFF Agency with the following information for each officer assigned to the joint operation:

    a. Name;
    b. Title, grade, or rank;
    c. Badge or ID number; and
    d. Hourly overtime wage rate.

C. Requests for Reimbursement of Joint Operation Expenses

1. The State/Local LEA may request reimbursement for payment of overtime expenses directly related to work performed by its officers assigned as members of a joint operation with the TFF Agency for the purpose of conducting official investigations. The State/Local LEA may also request reimbursement of other non-overtime expenses directly related to the joint operation.

2. Within 10 days of the effective date of this agreement, the State/Local LEA shall provide the TFF Agency with the following information for the designated point of contact:

    a. Name;
    b. Title;
    c. Telephone number; and
    d. Email address.

3. Requests for reimbursement for the payment of overtime and non-overtime expenses to the State/Local LEA must be submitted on the agency's letterhead or the TEOAF form, *State or Local Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses* (also referred to as the "Request for Reimbursement Form"), along with copies of supporting documents (i.e., payroll records, receipts, invoices, etc.). If

on agency letterhead, the request must contain the same information contained in the Request for Reimbursement Form.

(See Attachment C of TEOAF Directive 18, "Policy for Reimbursements to State and Local Law Enforcement Agencies Involved in Joint Operations with Federal Agencies Participating in the Treasury Forfeiture Fund," for a copy of the Request for Reimbursement Form.)

4. An authorized representative of the State/Local LEA must sign and certify that the request is for overtime and/or other non-overtime expenses incurred by the agency for participation with the joint operation under this agreement. The State/Local LEA shall also certify that the request has not been made to any other federal LEA that may also be participating with the joint operation.

5. The State/Local LEA acknowledges that the agency remains fully responsible for its obligations as the employer of the officers assigned to the joint operation and is responsible for the payment of overtime earnings, withholdings, insurance coverage, and all other requirements by law, regulation, ordinance, or contract regardless of the reimbursable overtime charges incurred.

6. The State/Local LEA shall submit all Request for Reimbursement Forms, together with the required supporting documentation, to the TFF Agency, Attention: Patricia Escareno, 11541 Montana El Paso, TX 79936, 915-857-6103, Patricia.Escareno@hsi.dhs.gov.

7. All requests for reimbursement of costs incurred by the State/Local LEA must be approved and certified by the TFF Agency. The TFF Agency shall countersign the Request for Reimbursement Forms.

8. The maximum reimbursement for overtime worked on behalf of the joint operation under this agreement is set at $15,000 per officer per fiscal year.

D. Program Audit

This agreement and its procedures are subject to audit by the Treasury Executive Office for Asset Forfeiture (TEOAF), the TFF Agency, the Department of the Treasury Office of Inspector General, the General Accounting Office, and any other government-designated auditing organization. The State/Local LEA agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts or expenditures relating to this agreement; as well as the interview of any and all personnel involved in these transactions.

E. Revisions

The terms of this agreement may be amended upon the written approval of both the State/Local LEA and the TFF Agency. The revision becomes effective upon the date of approval.

F. No Private Right Created

This is an agreement between a federal LEA and a state or local LEA and is not intended to confer any right or benefit to any private person or party.

	TAEKUK CHO Digitally signed by TAEKUK CHO Date: 2025.07.16 16:20:18 -06'00'
Marco Vargas Chief Horizon City Police Department	Jason T. Stevens Special Agent in Charge SAC El Paso
Date: _____	Date: _____

TOWN OF HORIZON CITY

RESOLUTION

That the Chief of Police, Marco Vargas is authorized to sign an Interlocal Agreement between the Town of Horizon City and El Paso County, Texas to provide for radio interoperability between the HCPD and the El Paso County Sheriffs Department.

APPROVED THE ____ DAY OF _____, 2025.

Town of Horizon City

By:_____
Andres Renteria, Mayor

ATTEST:

By:_____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By:_____
Sylvia Borund Firth, City Attorney

The State of Texas

County of El Paso

Interlocal Agreement between the Town of Horizon City, Texas and El Paso County, Texas to Provide for Radio Interoperability between the EL Paso County Sherrif's Department and the Town of Horizon City Police Department

This Interlocal Agreement ("Agreement") is made and entered into by and between the Town of Horizon City, Texas ("City") and El Paso County Texas ("County") providing for the radio interoperability between the El Paso County Sheriff's Department ("EPCSO") and the Town of Horizon City Police Department ("HCPD"). Horizon City and the El Paso County may individually be referred to as a "Party" or collectively as "Parties" to this Agreement. HCPD and EPCSO may individually be referred to as an "Agency" or collectively as "Agencies" in this Agreement.

WHEREAS, the Town of Horizon City, Texas and El Paso County, Texas are duly formed units of local governments in the State of Texas;

WHEREAS, the HCPD is a law enforcement agency operating within the City;

WHEREAS, the EPCSO is law enforcement agency operating within the County;

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, Sections 791.003(3)(B), (D), (K) and (N), and 791.003(4)(A) allow local governments to contract with one another to perform governmental functions and services, including communication interoperability and other governmental functions in which the contracting parties are mutually interested;

WHEREAS, the HCPD and the EPCSO, each pursuant to its statutory and constitutional authority, are responsible for collaborating in the interest of public safety and are of the opinion it is necessary for an interlocal agreement be entered into by and between the City and the County to facilitate communication between the agencies during emergency conditions occurring within the boundaries of the City;

WHEREAS, the City and the County believe that a cooperative agreement between the agencies would provide a benefit to the residents of Horizon City; and

WHEREAS, Horizon City and the County of El Paso are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., (the "Act") and Chapter 775 Texas Health and Safety Code, which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

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

I. Parties

It is the mission of the HCPD to provide professional services with integrity and dedication, to preserve life, to enforce the law, and to work in partnership with the community to enhance the quality of life in the Town of Horizon City.

The mission of the EPCSO, as part of, and empowered by the community, is committed to protecting lives, property and the rights of people, maintaining order, enforcing the law impartially, providing quality police mission, they strive to attain the highest degree of ethical behavior and professional conduct at all times.

II. Purpose

This Agreement is entered into by HCPD and EPCSO for the purpose of authorizing HCPD and EPCSO the use of repeaters and encryption keys to communicate with the department assets.

Currently, many different radio communications systems are used to accomplish the missions of each organization listed. The goal of this Agreement is to promote immediate radio interoperable communications between command personnel and secondary units within each agency.

This Agreement is intended to provide guidance for sharing secure radio encrypted radio communication capabilities if feasible between law enforcement officers and the law enforcement communications center personnel operating within HCPD and EPCSO.

This Agreement supersedes any conflicting provision of any prior MOA or Memorandum of Understanding between the parties or their subordinate components regarding secure radio communications.

III. Responsibilities and Terms of Agreement

A. All radio traffic will be performed using plain language. Personnel will continue to use their respective call signs when contacting other agencies.

B. Communications via these radio frequencies using encryption codes if feasible must support mutual operations, including emergencies between the parties.

C. All voice and computer-generated (radio logs etc.) traffic shall be recorded on selected channels for archive, historical and/or legal purposes. Data can be pulled and reviewed at a later date.

D. Radio use by HCPD and EPSCO will not interfere with each other's traffic on respective channels.

E. This Agreement does not relieve HCPD and EPCSO of the requirements of obtaining the Federal Communication Commission (FCC) approval to operate on provided frequencies and agree to comply with FCC Regulations.

F. This document is an Interlocal Agreement between theParties and does not create or confer any rights, privileges, or benefits upon any person or entity not a signatory hereto. This Agreement is not and shall not be construed as a rule or regulation.

IV. Miscellaneous

A. Effective Date

This Agreement is effective as of the date of the final signature by all authorized representatives indicated below.

B. Revisions

Any revisions to this Agreement shall only be effective upon on the written approval of both Parties and shall become effective on the date of the last representative's approval.

C. Termination

This Agreement, as it relates to a specific party, may be terminated upon written notice by any party at any time. Should this agreement be terminated, the terminating party agrees to immediately discontinue the use of any and all HCPD frequency and the frequencies of any remaining parties, as provided for in this agreement.

D. Liability

Subject to the limitations as to damages and liability under the Texas Tort Claims Act, and without waiving governmental immunity, each party to this Agreement agrees to hold harmless each other, its governing board, officers, agents, and employees for any liability, loss, damages, claims, causes of action, or attorney's fees, caused, or asserted to be caused, directly or indirectly, by the other party to this Agreement, or any of its officers, agents, or employees as a result of its performance under this Agreement, pursuant to Tex. Gov't Code § 791.006(a-1) with the intent that liability be different than liability otherwise assigned under subsection (a).

E. Representation

The parties intend to enter this Agreement as independent contractors and assume all of the rights, obligations and liabilities applicable to it as an independent contractor. This Agreement shall be construed to give effect to this intent. Neither party is authorized to represent the other for any purpose whatsoever without the prior written consent of the other party. Employees of either party shall not be considered to be employees of the other party.

F. Notices

All notices pursuant to this Agreement shall be in writing and either hand delivered or sent by registered or certified mail, postage prepaid, return receipt requested. Notice shall be provided as follows:

Copy to: **Horizon City Police Department** **Attn: Chief Marco A.Vargas** **14999 Darrington Rd.** **Horizon City, Texas 79928** **T: (915) 852-1047** **Email: mvargas@horizoncity.org**	**If to the County of El Paso:** **El Paso County Sheriff's Office** **Attn: Sheriff** **3850 Justice Drive** **El Paso, Texas 79938** **T: 915-856-4875** **Email: sheriff@epcounty.com**

_____ _____

Chief Marco Vargas Date
Horizon City Police Department

_____ _____

Sheriff Oscar Ugarte Date
El Paso County Sheriff's Office

Interoffice Memorandum

TO: **Honorable Mayor and City Council**

FROM: **Chief Marco A. Vargas**

RE: **End of Year Purchases**

DATE: **07/24/2025**

Honorable Mayor and City Council Members,

In accordance with the city purchasing policy, we are requesting city council's approval to make equipment purchases using the surplus Public Safety budget. Based on various cost savings measures implemented through our operational year, our Finance Director has reported to us the below estimated surplus amount:

Estimated Surplus	Amount Requested	Estimated Return to General Fund
$277,136.59	$81,166.30	$195,970.29

In order to make the requested equipment purchases, we will be moving funds within our Public Safety Account as described below:

From Line Item Account	Amount	To Line Item Account	Amount
505-5010 Salaries	$81,166.30	507-6025 Equipment Public Safety	$81,166.30

Below are the requested items for purchase:

Description	#	Bid Status	Cost Per	Vendor Name	Justification	Total
2025 Harley Davidson FLHTP Electra Glide	1	Single Source	$30,441.14	Barnett Harley Davidson	Consideration of this purchase is to address the increase in traffic accidents. More inconspicuous traffic enforcement will assist us in addressing the real issues which have caused our accidents to increase. This will expand our Traffic Enforcement Unit to 2 motorcycle units. Their inconspicuousness, maneuverability in congested areas and connection to our community make them beneficial.	$30,441.14
Flock Safety License Plate Readers	2	OMNIA R250203	$14,000	Flock Safety	Consideration for this purchase is to provide additional license plate readers in the city to assist with investigations. Currently we have 5 cameras which are being paid for by a grant. The current cameras have been proven to work well in assisting us with criminal and traffic accident investigations.	$14,000
Axon Enterprise Inc. Body cameras	4	BuyBoard 743-24	$20,250.60	Axon Enterprise Inc	Consideration with this request is to provide additional body cameras for new and current personnel who do not have one issued and currently share.	$20,250.60
Axon Enterprise Inc.Tasers	4	BuyBoard 743-24	$16,474.56	Axon Enterprise Inc	Consideration with this request is to provide additional tasers for new and current personnel who do not have one issued and currently share.	$16,474.56
Total						$81,166.30

Interoffice Memorandum

TO: **Honorable Mayor and City Council**

FROM: **Elva Ramos**

RE: **End of Year Purchases**

DATE: **07/23/2025**

Honorable Mayor and City Council Members,

In line with the city's purchasing policy, we are requesting City Council approval to use surplus funds from the Public Safety Dispatch budget for upcoming equipment purchases. Due to various cost-saving measures implemented throughout the year, our Finance Director has reported the following estimated surplus amount:

Estimated Surplus	Amount Requested	Estimated Return to General Fund
$188,393.59	$89,770	$98,623.59

For the purpose of making the requested equipment purchases, we will be moving funds within our Public Safety Dispatch Account as described below:

From line Item Account	Amount	To Line Item Account	Amount
01-525-5010 Salaries	$89,770	01-525-5410 Contract Labor	$68,500.00
		01-507-6025 Equipment Public Safety Dispatch	$21,270.00
Total	$89,770.00		$89,770.00

Below are the requested items for purchase:

Description	Bid Status	Vendor Name	Justification	Total
Relocation of Radio Tower	Buy Board 696-23	Mobile Communications America	This purchase requires consideration to support the relocation and installation of radio communications dispatch operations to the new facility. Under contract labor for physical labor.	$58,500.00
Console Alias Manager (CAM) Server	Buy Board 696-23	Mobile Communications America	This purchase requires consideration to manage radio unit ID aliases on dispatch consoles to ensure accurate officer identification. Under contract labor for programming.	$10,000.00
New Antenna System for Main Repeater	Buy Board 696-23	Mobile Communications America	This purchase requires consideration as the old radio antenna may experience wear and tear or contain outdated components, potentially resulting in malfunctions or failure. Capital Equipment	$7,500.00
Uninterruptible Power Supply (UPS) Equipment	Buy Board 696-23	Mobile Communications America	This purchase requires consideration for UPS to protect Motorola equipment in the radio room and at each console. Capital equipment.	$13,770.00
Total				**$89,770.00**

PROPOSAL FOR EMERGENCY EQUIPMENT REMOVAL, INSTALLATION, AND TROUBLESHOOTING SERVICES

Submitted by: One Stop Mobile Technology Specialist & Communication. LLC
Date: 05/07/2025

I. Business Overview

My name is **Octavio Villalobos**, and I am the owner and operator of **One Stop Mobile Technology Specialist & Communication, LLC**, based in El Paso, Texas. I specialize in the **installation, removal, repair, and diagnostics** of emergency vehicle equipment. With over 20 years of direct experience serving city, county, and federal law enforcement fleets, I take pride in offering high-quality, efficient, and dependable services tailored to public safety needs.

II. Scope of Services

I am pleased to offer the following services to the Horizon City Police Department:

1. Installation and Removal

- Emergency lighting (lightbars, strobes, grille lights)
- Sirens and PA systems
- Partitions and equipment consoles
- Custom brackets and mounting hardware

2. Technology Integration

- Mobile data computers (MDCs)
- License plate recognition systems (ALPRs)
- In-car video and body camera integration
- GPS and fleet tracking systems

3. Diagnostics and Troubleshooting

- Electrical inspections and repairs
- Fault isolation and rewiring
- Resolution of performance issues

4. Specialty Services

- Setup for marked units, undercover vehicles, and police motorcycles
- Custom installations based on agency specifications

5. On-Call Emergency Support

- Mobile services available for urgent field repairs
- Quick response to minimize operational disruption

III. Service Timeline

I understand the importance of keeping your fleet operational. Below is an estimated timeline for services:

Service	Estimated Time
Standard Equipment Installation	4–8 hours per vehicle
Full Setup (new vehicle)	2-3 weeks
Equipment Removal & Transfer	1-3 days
Minor Repairs	2-4 hours from request
Troubleshooting	1-2 days

I will coordinate with your department to ensure services are scheduled around your availability and operational needs.

IV. My Commitment

- **Mobile Capability:** I provide all services on-site, eliminating the need to transport vehicles.
- **Hands-On Experience:** I personally perform the work with precision and attention to detail.
- **Quick Response:** I am available around the clock to respond to service requests.
- **Quality Control:** I perform final system tests to ensure everything is fully operational and safe.
- **Tailored Solutions:** I offer flexible and customized installations to meet your department's standards.

V. Contact Information

Octavio Villalobos
(915) 314-2909
onestopmobileservice@outlook.com

SOLICITATION DOCUMENT

2025-124RFP

Emergency Vehicle Equipment Installation and Maintenance f/ PD (Re-Bid)

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SOLICITATION ATTACHMENTS:

Exhibit A – Town of Horizon City Standard Terms and Conditions

By signing the proposal, the Proposer acknowledges that all facts contained in it are true to the Proposer's best knowledge and that Town of Horizon City may rely upon such and that the Proposer has read the entire document and agreed to the terms therein. The undersigned, by his/her signature, represents that s/he is authorized to bind the Proposer to fully comply with the Specifications, Scope and General Requirements for the amounts shown on the accompanying pricing schedule and by signing the proposal, the Proposer acknowledges that all facts contained in it are true to the Proposer's best knowledge and that Town of Horizon City may rely upon such.

Name and Address of vendor		Name and Title of Person Authorized to Sign Offer (Failure to sign shall result in rejection of offer)	
Company Name	One Stop Mobile Technology Specialist & Communication, LLC	**Print Name**	Octavio Villalobos
Contact Name	Octavio Villalobos	**Title**	Owner
Address	304 La Puesta Dr.	**Signature ***	
City, State & Zip	El Paso, TX 79932		**Original must be signed in Ink.**
Telephone No.	(915) 314-2909	**Date**	05/07/2025
E-mail address:	onestopmobileservice@outlook.com		

1. TOWN OF HORIZON CITY BACKGROUND

The municipality of Horizon City, Texas, established through a referendum on October 22, 1988, derives its name from the Horizon Corporation, the real estate development entity responsible for its inception as a planned community in the early 1960s.

As of the 2024 United States Census, Horizon City has a population of 26,128, reflecting a growth of over 35% since the 2010 Census. Covering an area of 8.72 square miles, Horizon City serves as the primary urban gateway for travelers from the eastern regions of West Texas, playing a pivotal role as the initial point of welcome for numerous new arrivals. Over the past two decades, the town's population has doubled, with projections indicating a further twofold increase within the next decade. This rapid expansion underscores a burgeoning demand for goods and services within the Horizon City community, a demographic that boasts the highest median household income across El Paso County.

Originally conceived as a suburban enclave, Horizon City has evolved to diversify its developmental landscape. This evolution includes a strategic shift towards pedestrian-centric initiatives, exemplified by the forthcoming Central Business District. Emulating the vibrancy of contemporary urban downtowns, this district will integrate transit-oriented design principles, inviting both residents and visitors to revel in Horizon City's renowned sunny climate and exceptionally low crime rates.

Experience the allure of Horizon City firsthand by exploring its premier amenities, including the esteemed Horizon City Golf Course and an array of entertainment options. These attractions collectively contribute to Horizon City's appeal as a prime destination for residents, businesses, and developers alike.

Procurement opportunities may currently be found in the El Paso Times. Projects are usually advertised in the Wednesday edition. Online Procurement opportunities are available on Town of Horizon City's website: https://horizoncity.bonfirehub.com

2. PROJECT SCOPE OF SERVICES

This information can also be found under the posting for this solicitation located at https://horizoncity.bonfirehub.com.

Scope of Services:

Installation of Emergency Lights and Sirens:
Install emergency lighting and siren systems, ensuring compliance with all regulatory standards and seamless integration with existing vehicle systems.

Internal Lighting:
Equip vehicles with internal lighting solutions that meet operational needs, including red/white dome lights, task-specific lighting, and cargo area illumination.

Troubleshooting Inoperable Lights:
Diagnose and repair malfunctioning emergency and internal lighting systems promptly to maintain vehicle safety and visibility.

Installation of Mobile Computer Terminals (MCTs):
Securely mount and configure MCTs, ensuring proper power supply and network connectivity. Must include cable management and easy to use placement.

Troubleshooting Electrical Issues:
Provide expert diagnosis and resolution of electrical system malfunctions, including wiring issues, power distribution, and component failures.

Installation of Vehicle Cages:
Install safety partitions and cages for secure transportation of detainees, ensuring durability and compliance with department standards.
Installation of Slide-Out Trays:
Fit slide-out storage trays in cargo areas for efficient equipment access and organization.
On-Call Services:
Offer 24/7 on-call support for all installation, repair, and troubleshooting needs, with the ability to perform services on-site at the police station or designated locations.
Installation of Mobile High-Power Radios:
Install and configure high-power mobile radios with proper antenna placement and wiring to ensure reliable communication.
Installation of Emergency Equipment:
Equip vehicles with additional emergency tools such as PA systems, siren amplifiers, and push bumpers with integrated lighting.
Installation of Video System Center Consoles:
Install and integrate video recording systems within center consoles, ensuring secure and accessible storage of recording devices.
Installation of In-Car Video Recording Systems:
Install high-definition in-car camera systems with integrated microphones, ensuring proper field of view and reliable recording capabilities.
Installation of Gun Racks:
Securely mount gun racks in patrol vehicles, ensuring quick accessibility.
Repairs and Troubleshooting:
Perform regular maintenance, emergency repairs, and diagnostic services for all installed equipment and systems.
Installation of Radars:
Mount, calibrate, and test radar systems to ensure accurate speed enforcement capabilities.
Motorcycle and Undercover Vehicle Services:
Provide specialized installation and customization for motorcycles and unmarked vehicles, including discrete mounting of equipment.
Custom Fabrication of Metal Brackets:
Design and fabricate custom metal brackets and mounting solutions for non-standard or specialized emergency equipment.

Number of Vehicles: 35 vehicles and 1 Motorcycle (List of vehicles attached)

Type of emergency vehicles include:
Ford Explorer
Ford Taurus
Ford F-150
Ford F-250
Ford F-350
Ford Fusion
Harley Davidson
Nissan Altima

3. PROJECT ROADBLOCKS

3.1 Limited availability of specialized parts for older or non-standard vehicles, which could delay repairs and installations.

3.2 Coordination of timely service to minimize vehicle downtime, especially for frontline patrol vehicles that need to remain in service.

3.3 Ensuring that all custom installations meet the unique specifications of each vehicle type, especially for specialized vehicles such as motorcycles and undercover units.

4. GENERAL TERMS AND CONDITIONS

4.1 **Group Purchasing Organizations (GPOs) and Cooperative Contracts (COOPs): –** Town of Horizon City Participates in many different GPOs and COOPS. If your company participates in any Buying Groups and is awarded a contract, all sales, contracts and orders will be reported back to the respective GPO or COOP. If the response submitted falls under a GPO or COOP state which one in your submittal response to this solicitation. Town of Horizon City is a member of the following GPOs and COOPS: Region 19, BuyBoard, Omnia Partners, TxMAS, the Texas Department of Information Resources (DIR) and others.

4.2 **Formal Competitive Process:** This solicitation is a formal competitive process. All questions or other matters related to this solicitation must be directed only to Town of Horizon City Procurement Services through the Vendor Discussion section as instructed in section 4.1 of this solicitation. Any Proposer, including those currently contracted with Town of Horizon City, who fails to comply with this limitation, may be disqualified from the selection process.

4.3 **Town of Horizon City reserves the right to:**

(a) At its sole discretion, reject any and/or all responses, to waive any informality, or to change the listed dates.

(b) Request clarification of information submitted and to request additional information of one or more Proposers.

(c) At its sole discretion, modify or suspend any and all aspects of the selection process, including, but not limited to this solicitation, and all or any portion of the selection process subsequent to the solicitation, to obtain further information from any Proposer, to waive any defects as to form or content of the solicitation or any other step in the selection process, and to accept or reject any Proposer for entry into any contract.

(d) Award the contract to another Proposer(s) if the initially selected Proposer(s) does not execute a contract within thirty (30) days after the acceptance of the response by Town of Horizon City.

(e) Without further discussion, award one contract to a single or multiple companies after receipt of proposals. Therefore, Town of Horizon City emphasizes the importance of submitting the most favorable terms in the initial response.

4.4 **Proposer Submittals/Responses:** **The Proposer understands and acknowledges the following:**

(a) Proposers who submit a response to this solicitation do so at their own expense. Any costs incurred during the development, preparation, and submission of solicitation responses shall be borne solely by the Proposer. Town of Horizon City will not pay or reimburse any Proposer for costs related to this solicitation or negotiation of any contract.

(b) A Proposer who does not respond to this solicitation by the due date will be eliminated from the selection process. Responses are due to Procurement Services in accordance with the specifications of this solicitation.

(c) Any response may be withdrawn up to the date and time specified for the submission of the responses. Any response not so withdrawn shall constitute an irrevocable offer, for a period of one-hundred twenty (120) days from final due date of submission, to provide to Town of Horizon City the services proposed, or until one or more of the responses have been accepted and approved by Town of Horizon City.

(d) Town of Horizon City will independently verify the Proposer's ability to perform as proposed.

(e) The issuance of this solicitation does not imply any commitment on the part of Town of Horizon City nor any of its individual representatives to accept in part or in whole any of the submitted proposals.

(f) Any agreement or contract resulting from the acceptance of a response shall be approved by Town of Horizon City. The contract shall contain, at a minimum, applicable provisions of this solicitation. Town of Horizon City reserves the right to reject any proposed agreement that does not conform to the terms and conditions and any Town of Horizon City requirements for agreements and contracts.

(g) Material exceptions to the solicitation, including terms and conditions, delivery, specifications, or payment terms may constitute grounds for rejection of the submission.

(h) Town of Horizon City, at its sole discretion, may reject any response/submittal that is incomplete or does not meet minimum/mandatory requirements and/or scope.

(i) Town of Horizon City, at its sole discretion, may select more than one vendor(s) which best serve Town of Horizon City's interests.

4.5 **Proposer Waiver:** By Proposer's submission of a response to this solicitation, Proposer waives any claim against Town of Horizon City by reason of any or all the following:
(i) any aspect of this solicitation, the selection process or any part thereof, (ii) any informalities or defects in the selection process, entering into any agreement, the failure to enter into an agreement, any statements, representations, acts, or omissions of Town of Horizon City, (iii) the exercise of any discretion set forth in or concerning any of the foregoing, and any other matters arising out of all or any of the foregoing.

4.6 **Open Records:** Town of Horizon City is a governmental entity subject to public disclosures requirements outlined under Chapter 552, *Texas Government Code* ("Chapter 552") which may include documents submitted in response to this RFP. Town of Horizon City strictly adheres to Chapter 552 and interpretations of Chapter 552 rendered by the courts and the Texas Attorney General.

4.7 **Advertising:** The Proposer shall not use Town of Horizon City's name, logos, images, or any data or results arising from this solicitation, or a contract awarded pursuant to such, as a part of any commercial advertising without first obtaining the prior written consent of the Town of Horizon City.

4.8 **License and Permits:** The successful Proposer shall obtain and maintain in full force and affect all required licenses, permits, and authorizations necessary to perform the awarded contract. The successful Proposer shall supply Town of Horizon City with evidence of such licenses, permits, and authorizations. This evidence shall be submitted after the contract award. All costs associated with any such licenses, permits, and authorizations shall have been included by the Proposer in its proposal response.

4.9 **Vendor Credentialing:** Town of Horizon City requires all vendors and contractors to obtain a credential if accessing any facilities. **Vendors and contractors are solely responsible for all costs incurred by it as part of the credentialing process**. NOTE: This process only applies to the awarded Proposer(s). Awarded vendors and contractors must have all employees that will be

inside any Town of Horizon City facility submit to this process. Only approved employees will be allowed to enter any Town of Horizon City facilities.

4.10 <u>Access to Town of Horizon City Facilities:</u> The Proposer understands, acknowledges and agrees to the following:

(a) All vendor representatives, desiring access to Town of Horizon City facilities must have an approved appointment, be credentialed through the vendor credentialing system and register each time access is required. All these requirements must be met prior to access being granted for entrance to Town of Horizon City properties.
(b) Upon approval of the vendor credentialing process, to gain access to the desired facility/department, the vendor representatives are to register, at the designated vendor credentialing location indicated in the Vendor Protocol Book, retrieve the appropriate photo ID badge and authorization to proceed to their destination.
(c) Unannounced visits to any area or facility are not allowed.
(d) Access to individual areas in Town of Horizon City facilities is determined by the sensitivity of each area and the vendor representative's level of access. Vendor representatives will be permitted access only to those areas for which their credentialing is authorized and approved.
(e) Vendor representatives are not allowed to visit areas beyond their level of access.
(f) Vendor representatives should conduct business from 8 a.m. to 5 p.m. on weekdays unless a duly authorized individual from Town of Horizon City specifically requests visitation or if there is a specific need to conduct business during alternative hours of the day or on weekends (i.e., in-service training, delivery of a product required to address an urgent patient need or emergency, or other bona-fide need).
(g) Meetings between vendor representatives and Town of Horizon City staff may not take place in unauthorized areas.
(h) Vendor representatives may not post any notices that promote their products or a program that they are sponsoring. Program notices must be posted by the Town of Horizon City representative responsible for that program and in accordance with Town of Horizon City policies for posting notices.
(i) The vendor credentialing and registration process must be completed and approved before a vendor representative will be allowed to be present during procedures.
(j) Vendor representatives are strictly prohibited from having direct patient contact or operating any medical equipment that is in direct patient contact. Vendor representatives that have approved credentialing and access to the Surgical Services area must comply with perioperative policies and procedures.

4.11 <u>Contract and Contract Conditions:</u> If awarded a contract, Proposer agrees to the following:

(a) <u>Contract Term</u>: The contract will be awarded for the term outlined in this solicitation, commencing from the date of award. If delays in the solicitation process result in an adjustment of the anticipated contract effective date, the Proposer agrees to accept a contract for the full term of the contract. Unless otherwise specified in this solicitation, the initial contract term is a three (1) year term with two (2) one (1) year renewal periods.
(b) <u>Contract Renewal Periods</u>: The contract may be renewed for the number of years outlined in this solicitation. Any renewal of the contract under this provision will be put into effect by mutual agreement between Town of Horizon City and the Contractor. The original terms and conditions will remain in effect for any renewal period.
(c) <u>Contract Transition</u>: In the event services end by either contract expiration or termination, it shall be incumbent upon the Contractor to continue services, if requested by the TOHC Police

Department, until new services can be completely operational. The Contractor acknowledges its responsibility to cooperate fully with the replacement Contractor and Town of Horizon City to ensure a smooth and timely transition to the replacement Contractor. Such transitional period shall not extend more than one-hundred twenty (120) days beyond the expiration date of the contract, or any extension thereof. The Contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Town of Horizon City.

(d) Price must remain firm and fixed for the duration of the contract term or agreed upon renewal options.

4.12 Oral Presentations: As part of the selection process, Proposer(s) may be asked to make oral presentations. If an oral presentation is requested, the Proposer(s) may be asked to elaborate on elements of their response and to demonstrate understanding of Town of Horizon City's request. The process of evaluating proposals and conducting any subsequent interviews may extend, at a minimum, one month following the solicitation deadline.

This solicitation or request to make an oral presentation shall not obligate Town of Horizon City to accept or contract for any services whatsoever. Town of Horizon City reserves the right to request additional information or material deemed necessary to assist in the selection process and to modify or alter any or all the requirements herein. In the event of a modification, all Proposer(s) who submit timely responses will be given an opportunity to modify their responses in the specific areas affected.

4.13 Certificate of Interested Parties – Form 1295: In 2015, the Texas Legislature adopted House Bill 1295. The law states that a governmental entity or state agency may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered on or after January 1, 2016. To obtain additional information on HB 1295, to learn more about Texas Ethics Commission's process to create a new account or to complete an electronic version of Form 1295 for submission with a signed contract, please go to the following link: https://www.ethics.state.tx.us/tec/1295-Info.htm. **In the event of any contract award related to this solicitation and is in excess of $250,000, the pending awarded vendor must submit and return to Town of Horizon City Form 1295 with any signed contract agreement. Failure to return this form along with a signed contract, the Director of Procurement Services will deem the contract document as incomplete and not eligible for approval and execution.**

5. COMMUNICATION AND SOLICITATION INSTRUCTIONS

Town of Horizon City will communicate all solicitation documents and addenda using the Bonfire Hub website, https://horizoncity.bonfirehub.com for the following activities:

- To post the solicitation
- To receive any questions or inquiries
- To issue any associated addenda
- To post award notice

5.1 Vendor Questions: To contact Town of Horizon City or ask questions in relation to this solicitation, Proposers must register with Town of Horizon City's e-procurement portal at

https://horizoncity.bonfirehub.com and initiate the communication electronically through the Vendor Discussions section of the project posting for this solicitation. Town of Horizon City will not accept any Proposer's communications by any other means, except as specifically stated in this solicitation. Vendor's questions regarding any aspect of this solicitation shall be submitted **no later than the date and time specified in the project posting for this is solicitation.** Questions should be asked in consecutive order, from beginning to end, following the organization of the solicitation. Questions received after the deadline identified above will not be addressed, answered, nor acknowledged. Town of Horizon City is not obligated to respond to any question. However, if Town of Horizon City decides to answer questions in writing, then Town of Horizon City will post the responses to those questions and answers in the form of an addendum to the solicitation.

5.2 **Pre-Submittal Conference and Site Walkthrough:** If applicable, pre-submittal conferences and site walks will be scheduled for the date and time specified in the Events section of the project posting for this solicitation at https://horizoncity.bonfirehub.com. Vendors shall contact the Town of Horizon City through the Vendor Discussion section of the solicitation located at to confirm attendance and provide 1) Name, 2) Company, 3) Title, 4) Address, 5) Email, and 6) Telephone number no later than one business day prior to the scheduled event. A meeting invitation will be sent to those who sign up. Attendance is not required for the pre-submittal conference to submit a response; however, is strongly encouraged. This conference offers attendees the opportunity to ask representatives of Town of Horizon City questions about the solicitation.

After the conference, or Site Walk, prospective Proposers may submit written questions in accordance with **Section 5.1**.

5.3 **Addenda:** Any portion of the solicitation may be updated in accordance with this section. If Town of Horizon City, for any reason, determines that it is necessary to provide additional information relating to this solicitation, such information will be communicated through the Public Notice and the addendum document posted in the Supporting Documentation section of the project posting for this solicitation at https://horizoncity.bonfirehub.com. Each addendum forms an integral part of this solicitation and may contain important information, including significant changes. Proposers are responsible for obtaining all addenda issued by Town of Horizon City. Vendor responses may be changed, but only before the Submission Deadline. Proponents wishing to change their submission may do so before submitting their response through the e-Procurement Portal.

5.4 **Responses:** Proposers are encouraged to submit solicitation responses through the project posting for this solicitation at https://horizoncity.bonfirehub.com. Microsoft Edge, Google Chrome, or Mozilla Firefox. JavaScript must be enabled. Browser cookies must be enabled. Proposers should contact Bonfire at Support@GoBonfire.com for technical questions related to submissions or visit Bonfire's help forum at https://vendorsupport.gobonfire.com. Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Portal. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.

Vendors that elect to provide hard copy responses must download all documents, complete, sign and return **one (1) printed copy and one flash drive (thumb drive) containing electronic versions of all responsive documents**. All documents, printed and electronic, must be clearly labeled and in the order requested in the solicitation documents. All information required in this

solicitation shall be furnished or the response may be deemed non-responsive. The Proposer shall print or type his or her name and manually sign the Solicitation document and Schedule (if applicable). Responses shall be enclosed in a sealed envelope/package. The name and address of the vendor, the date and hour of the opening, solicitation number, and title of the solicitation must be marked on the outside of the package. Any costs incurred during the development, preparation, and submission of solicitation responses shall be borne solely by Proposer.

Hard copy responses will be mailed, or hand delivered to:

Town of Horizon City
Finance Department – Purchasing Agent
Araceli Gonzalez
14999 Darrington Rd.
El Paso, TX 79928

All submissions, regardless of method of return, must be received **no later than due date and time listed the project posting for this solicitation** at https://horizoncity.bonfirehub.com. **Any submission not received by the designated date and time and/or responses that do not contain the proper documents or copies may be rejected.**

6. EVALUATION CRITERIA

Each proposal will be evaluated on its responsiveness to the questions contained in this solicitation regarding the Proposer's experience and qualifications, scope of services, quantitative capabilities, organizational and financial stability, compensation requirements or other requirements listed below.

EVALUATION CRITERIA	MAX POINTS
Price / Parts / Warranty	**30**
Hourly Rates	**20**
Whelen Certification for Emergency Equipment Installation	**20**
Timeline for project completion	**15**
History / Experience / References	**15**
Total Points	**100**

7. RESPONSE FORMAT

Town of Horizon City desires that the response to the solicitation be as succinct as possible, while still providing sufficient information for evaluation of the Proposer's qualifications, approach, and ability to meet Town of Horizon City's needs in a responsive and cost-effective manner. In that regard, Town of Horizon City requests that the responses generally follow the format of the project posting outlined below found at Town of Horizon City (bonfirehub.com), and that the Proposer address all of the questions posed in this solicitation.

Supporting Documentation: This contains the solicitation document and any associated attachments such as Terms and Conditions, drawings and exhibits. These documents are to be reviewed, downloaded and returned in the appropriate Requested Information section.

Requested Information: This contains the following two sections:

Solicitation Documents

- Solicitation Document Questionnaire – to be downloaded, completed and submitted.
- Returned Supporting Documents – This section is where the Supporting Documentation requested above will be submitted.

Responsive Information

- A detailed proposal addressing all aspects of the scope of services, including a clear timeline for installation and repair services.
- A breakdown of pricing for each service, including hourly rates, material cost, and any discounts for bulk order or long-term contracts.
- Proposed timeline for project completion and any potential challenges to meeting deadlines, particularly regarding equipment availability.
- Responsive Information Questionnaire – to be downloaded, completed and submitted.
- Responsive Information Documents – This section is where any documents requested in the Responsive Information Questionnaire section will be submitted. Proposer may also use this area to provide any additional supporting documentation for this section.
- Price/Bid Table (when applicable) – To be downloaded, completed and submitted.

8. ADDITIONAL INFORMATION

8.1 Town of Horizon City Standard Terms and Conditions

Attach a signed copy of Town of Horizon City's Standard Terms and Conditions with your solicitation response in the Requested Information, Returned Supporting Document section of the posting for this project at https://horizoncity.bonfirehub.com.

Precedence of Town of Horizon City's Standard Terms and Conditions: The contract resulting from this procurement shall consist of the specification included herein, Town of Horizon City's Standard Terms and Conditions, any addenda to this solicitation, the Proposer's proposal, and Town of Horizon City's Contract Term Sheet. **In the event of a conflict between the provisions of this solicitation, including any amendments to this solicitation, and the Proposer's proposal, the solicitation and/or the amendment shall govern.**

8.2 Vendor Registration

It is mandatory that Vendors register through Town of Horizon City's Bonfire e-Procurement Portal, https://horizoncity.bonfirehub.com **in order for the response to be valid.**

If responding via mail or hand delivered response, vendor's must print out and submit a copy of all vendor registration documents marked in the Portal as "required" with your response to this solicitation under this section.

a) Notice to all Contractors/Vendors/Suppliers: You must register on Town of Horizon City's e-Procurement Portal, https://horizoncity.bonfirehub.com to be eligible to submit responses for this and all future formal/informal opportunities.

b) Registration is valid for a two-year period.

c) If awarded, the awarded Proposer must provide a copy of the Proposer's Insurance Certificate to Town of Horizon City no later than 10 days after award.

d) If awarded, the awarded Proposer must provide a copy of the Proposer's Workers' Compensation Insurance Certificate to be on file with Town of Horizon City's Safety Officer for awards requiring the vendor's personnel to perform services on Town of Horizon City premises. No award will be made unless this document is on file.

Subcontracting and Good Faith Effort Plan

SUBCONTRACTING: Please indicate how much and of which discipline(s) you intend to subcontract to another firm. If your firm intends to perform the services for all listed disciplines, then provide a statement to that effect. If you intend to subcontract any discipline, then provide the information for the subcontracting firm as part of your submittal package. Town of Horizon City reserves the right to accept or decline any subcontracted firms. The Proposer is required to submit a Good Faith Effort Plan form and all SMWVBE certification certificates for the Proposer or their subcontractors as part of the submittal package. Proposer and/or their agents may contact the Supplier Diversity for assistance or clarification with issues specifically related to the SMWVBE Program policy and/or completion of the Good Faith Effort Plan form at the end of this solicitation. The Good Faith Effort Plan form is attached to the end of this document.

Town of Horizon City will make every effort to ensure that Diverse Vendors such as Small, Minority, Women, and Veteran Owned Business Enterprises (SMWVBE) are provided the maximum practicable opportunity to participate as a supplier, vendor, or contractor for products and/or services provided to Town of Horizon City. **No unlawful discrimination will be made against vendors or contractors, because of race, color, religion, sex, age, national origin, physical disability/handicap, or mental disability/handicap.**

For assistance or questions, please contact the Office of Supplier diversity at 210-358-9125 or by email at Supplier.diversity@uhs-sa.com.

Good Faith Effort Plan for Prime Vendors

Name and Number of Proposal: _____

SECTION I – CONTACT INFORMATION

Contractor Information: _____
Name of Business: One Stop Mobile Technology Specialist & Communication, LLC
Address: 304 La Puesta Dr.
City: El Paso State: TX Zip: 79932

Contact Person: Octavio Villalobos Telephone: (915) 314-2909
Email Address: onestopmobileservice@outlook.com Fax: _____
Is your firm certified? __Yes ☒No If Yes, which certifying agency? _____
Type of Certification *(check all that are applicable and provide a copy of the certificate)*

_SBE _WBE _MBE _DIBE _VBE _HUB

SECTION II – UTILIZED SMWVBE VENDORS

List all subcontractor/suppliers that will be utilized on this project. Proposers will be required to provide reports of the actual payments to all subcontractors which will be used for SMVBE participation tracking purposes.

Name & Address of Company	**Scope of Work to be performed or supplied**	**Estimated Total Contract Amount ($)**	**Certification Type *(SBE,WBE, MBE, ETC.)***

SECTION III – GOOD FAITH EFFORT

A. List all the firms you contacted with the subcontracting opportunities for this project that will not be utilized for the contract. Written notices to firms contacted by the Proposer for the specific scopes of work identified for those opportunities must be provide not less than **5 business days prior to the proposal due date. Please submit copies of the written notices to all firms contacted with this document.**

Name & Address of Company	Scope of Work to be performed or supplied	Date Written Notice was Sent	Certification Type *(SBE, WBE, MBE, ETC.)*

B. Did you contact any trade organizations/minority organizations to advertise the subcontracting opportunity? If so, please list which organizations:

N/A

C. Please list any additional outreach activities or advertising done for this project:

N/A

SECTION IV: AFFIRMATION

I hereby affirm that the above information is true and complete to the best of my knowledge. I further understand and agree that this document shall be attached and submitted with my proposal, making this a binding part of the contract.

Name: Octavio Villalobos

Title: Owner

Signature: Octavio Villalobos **Date:** 05/07/2025

CERTIFICATION FOR EMERGENCY EQUIPMENT INSTALLATION

One Stop Mobile Technology Specialist & Communication, LLC
Date: 05/07/2025

I, **Octavio Villalobos**, Founder of One Stop Mobile Technology Specialist & Communication, LLC, hereby certify that I have the necessary qualifications, skills, and experience to provide the installation, maintenance, and troubleshooting of emergency equipment in vehicles. I have been working in the industry for over 21 years, specializing in the installation and repair of emergency lights, sirens, lightbars, strobe lights, mobile computing terminals (MCTs), docking stations, video systems, consoles, push bumpers, gun racks, and other emergency systems.

As an individual technician, I personally ensure that each installation is performed to the highest standards of quality, safety, and compliance with all applicable regulations. My services are tailored to meet the specific needs of each client, and I guarantee that all emergency equipment installed will be fully functional and operational upon completion. I also offer on-call services to ensure that emergency equipment continues to operate as required.

All installations are subject to rigorous post-installation testing, safety verification, and compliance checks. I take full responsibility for the quality of work and will provide ongoing support and troubleshooting services as needed.

I further certify that I possess the necessary training to perform these installations safely and in compliance with industry standards and regulations.

Sincerely,

Octavio Villalobos | Owner
Phone: (915) 314-2909
Email: onestopmobileservice@outlook.com
Location: El Paso, Texas

Hourly Rates

One Stop Mobile Technology Specialist & Communication, LLC
Date: 05/07/2025

Standard Hourly Labor Rates

Service Description	Rate (USD)
Standard Labor (per hour)	$95.00
On-Call/Emergency Service (after hours)	$110.00
Diagnostic / Troubleshooting Service	$95.00

Important Note:
My regular hourly rate is **$110.00**. However, in support of this proposal for the **Horizon City Police Department**, I am offering a **special rate of $95.00 per hour** as my only form of labor discount. Additionally, I am offering a **10% discount on parts** used in the service.

Please note that I do not offer any other discounts on services or materials. This reduced rate and parts discount reflect my strong commitment to the department's needs while maintaining the highest standards of quality and professionalism.

Octavio Villalobos
(915) 314-2909
onestopmobileservice@outlook.com

Pricing / Parts / Warranty

One Stop Mobile Technology Specialist & Communication, LLC
Date: 05/07/2025

Common Equipment & Parts Pricing

ITEM NUMBER	DESCRIPTION	UNIT PRICE
WE-I3SMJC	Whelen ION Trio RBW Surface Mt.	$243.00
WE-TCRWX6	Whelen Tracer WCX 6 Lamp Array	$1,364.00
WE-TCRWXPJC	Whelen Primary TRIO Light head	$116.00
WE-TCRWXSJC	Whelen Secondary TRIO Light head	$116.00
WE-TCRB49	Whelen 2019-20 Silverado Running Board Mt K	$63.00
WE-BSFW49XT	Whelen IE FST WCX TRIO 12 LT Silverado	$1,420.00
WE-ISTRBC	Whelen TRIO LED Flasher RBW	$123.00
WE-TCRWX5	Whelen Tracer WCX 5 Lamp Array	$1,173.00
WE-TCRLBKT	Whelen Tracer L Bracket	$16.00
WE-TCRWXPJC	Whelen Primary TRIO Light head	$116.00
WE-TCRWXSJC	Whelen Secondary TRIO Light head	$116.00
WE-CEXAMP	Whelen WeCanX External Amplifier	$376.00
WE-EB2SP3J-PKG	Whelen Legacy DUO WCX, C399, SA315	$6,344.62
WE-3SRCCDCR	Whelen 3" Rd LED Compartment Light	$104.00
WE-CHOWLER	Whelen Siren Amp with Two Speakers	$944.00
WE-HWLRB28	Whelen Howler Brkt Silverado 2019-23	$250.00
WE-VTX609C	Whelen Vertex Super LED Clear	$144.00

All part prices include standard installation when installed by One Stop Mobile.

Warranty Policy

Coverage Type	Duration	Notes
Installation Workmanship	5 years	Covers labor and installation quality
Parts Supplied by One Stop	Manufacturer Warranty (usually 5 years)	Subject to specific brand terms
Custom Fabrication	6 months	Includes custom brackets, mounts

All warranty claims must be accompanied by the original work order or invoice.
Warranty is void if equipment is tampered with or modified by third-party installers.

For custom quotes, please contact:

Octavio Villalobos
(915) 314-2909
onestopmobileservice@outlook.com

May 7, 2025

Town of Horizon City
Finance Department

I would like to inform you that I currently have active business insurance with **Romero Insurance**, located at **8300 Montana Ave, El Paso, TX**. However, my Certificate of Insurance (COI) is not up to date at the moment.

I am in the process of updating my documentation and will send you the official certificate within the week. I appreciate your patience and understanding.

Sincerely,

Octavio Villalobos | Owner
One Stop Mobile Technology Specialist & Communication, LLC
(915) 314-2909
Onestopmobileservice@outlook.com

May 07, 2025

Horizon City Police Department
To Whom It May Concern,

I am pleased to write this letter of reference for Mr. Octavio Villalobos, owner of One Stop Mobile Technology Specialist & Communication.

As a digital consultant, I have had the opportunity to collaborate with Mr. Villalobos, providing external consulting services for his company. Throughout our professional relationship, I have had the opportunity to witness firsthand his professionalism and dedication.

Mr. Villalobos demonstrates exceptional responsibility and reliability in every project. He consistently meets deadlines, ensures the highest quality of service, and maintains excellent communication with clients. His priority is always to deliver outstanding results that meet the specific needs of each customer, often going above and beyond to ensure satisfaction.

His strong work ethic, technical expertise, and ability to manage complex installations with precision make him a trusted professional in the field of emergency vehicle equipment services.

I recommend Mr. Villalobos and his services to any organization in need of dependable and high-quality work.

Sincerely,
Dibely Valverde
Dibely Digital Solutions
(520) 204-2664
dibelydigitalsolutions@gmail.com

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
ONE STOP MOBILE TECHNOLOGY SPECIALIST & COMMUNICATION, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
304 LA PUESTA DR

Requester's name and address (optional)

6 City, state, and ZIP code
EL PASO, TX 79932

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
9	3	–	2	0	0	5	0	0	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ► *Octavio Villalobos* | **Date** ► 05/07/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATION FOR EMERGENCY EQUIPMENT INSTALLATION

One Stop Mobile Technology Specialist & Communication, LLC
Date: 05/07/2025

I, **Octavio Villalobos**, Founder of One Stop Mobile Technology Specialist & Communication, LLC, hereby certify that I have the necessary qualifications, skills, and experience to provide the installation, maintenance, and troubleshooting of emergency equipment in vehicles. I have been working in the industry for over 21 years, specializing in the installation and repair of emergency lights, sirens, lightbars, strobe lights, mobile computing terminals (MCTs), docking stations, video systems, consoles, push bumpers, gun racks, and other emergency systems.

As an individual technician, I personally ensure that each installation is performed to the highest standards of quality, safety, and compliance with all applicable regulations. My services are tailored to meet the specific needs of each client, and I guarantee that all emergency equipment installed will be fully functional and operational upon completion. I also offer on-call services to ensure that emergency equipment continues to operate as required.

All installations are subject to rigorous post-installation testing, safety verification, and compliance checks. I take full responsibility for the quality of work and will provide ongoing support and troubleshooting services as needed.

I further certify that I possess the necessary training to perform these installations safely and in compliance with industry standards and regulations.

Sincerely,

Octavio Villalobos | Owner
Phone: (915) 314-2909
Email: onestopmobileservice@outlook.com
Location: El Paso, Texas

Hourly Rates

One Stop Mobile Technology Specialist & Communication, LLC
Date: 05/07/2025

Standard Hourly Labor Rates

Service Description	Rate (USD)
Standard Labor (per hour)	$95.00
On-Call/Emergency Service (after hours)	$110.00
Diagnostic / Troubleshooting Service	$95.00

Important Note:
My regular hourly rate is **$110.00**. However, in support of this proposal for the **Horizon City Police Department**, I am offering a **special rate of $95.00 per hour** as my only form of labor discount. Additionally, I am offering a **10% discount on parts** used in the service.

Please note that I do not offer any other discounts on services or materials. This reduced rate and parts discount reflect my strong commitment to the department's needs while maintaining the highest standards of quality and professionalism.

Octavio Villalobos
(915) 314-2909
onestopmobileservice@outlook.com

May 7, 2025

Town of Horizon City
Finance Department

I would like to inform you that I currently have active business insurance with **Romero Insurance**, located at **8300 Montana Ave, El Paso, TX**. However, my Certificate of Insurance (COI) is not up to date at the moment.

I am in the process of updating my documentation and will send you the official certificate within the week. I appreciate your patience and understanding.

Sincerely,

Octavio Villalobos | Owner
One Stop Mobile Technology Specialist & Communication, LLC
(915) 314-2909
Onestopmobileservice@outlook.com

Pricing / Parts / Warranty

One Stop Mobile Technology Specialist & Communication, LLC
Date: 05/07/2025

Common Equipment & Parts Pricing

ITEM NUMBER	DESCRIPTION	UNIT PRICE
WE-I3SMJC	Whelen ION Trio RBW Surface Mt.	$243.00
WE-TCRWX6	Whelen Tracer WCX 6 Lamp Array	$1,364.00
WE-TCRWXPJC	Whelen Primary TRIO Light head	$116.00
WE-TCRWXSJC	Whelen Secondary TRIO Light head	$116.00
WE-TCRB49	Whelen 2019-20 Silverado Running Board Mt K	$63.00
WE-BSFW49XT	Whelen IE FST WCX TRIO 12 LT Silverado	$1,420.00
WE-ISTRBC	Whelen TRIO LED Flasher RBW	$123.00
WE-TCRWX5	Whelen Tracer WCX 5 Lamp Array	$1,173.00
WE-TCRLBKT	Whelen Tracer L Bracket	$16.00
WE-TCRWXPJC	Whelen Primary TRIO Light head	$116.00
WE-TCRWXSJC	Whelen Secondary TRIO Light head	$116.00
WE-CEXAMP	Whelen WeCanX External Amplifier	$376.00
WE-EB2SP3J-PKG	Whelen Legacy DUO WCX, C399, SA315	$6,344.62
WE-3SRCCDCR	Whelen 3" Rd LED Compartment Light	$104.00
WE-CHOWLER	Whelen Siren Amp with Two Speakers	$944.00
WE-HWLRB28	Whelen Howler Brkt Silverado 2019-23	$250.00
WE-VTX609C	Whelen Vertex Super LED Clear	$144.00

All part prices include standard installation when installed by One Stop Mobile.

Warranty Policy

Coverage Type	Duration	Notes
Installation Workmanship	5 years	Covers labor and installation quality
Parts Supplied by One Stop	Manufacturer Warranty (usually 5 years)	Subject to specific brand terms
Custom Fabrication	6 months	Includes custom brackets, mounts

All warranty claims must be accompanied by the original work order or invoice.
Warranty is void if equipment is tampered with or modified by third-party installers.

For custom quotes, please contact:

Octavio Villalobos
(915) 314-2909
onestopmobileservice@outlook.com

May 07, 2025

Horizon City Police Department
To Whom It May Concern,

I am pleased to write this letter of reference for Mr. Octavio Villalobos, owner of One Stop Mobile Technology Specialist & Communication.

As a digital consultant, I have had the opportunity to collaborate with Mr. Villalobos, providing external consulting services for his company. Throughout our professional relationship, I have had the opportunity to witness firsthand his professionalism and dedication.

Mr. Villalobos demonstrates exceptional responsibility and reliability in every project. He consistently meets deadlines, ensures the highest quality of service, and maintains excellent communication with clients. His priority is always to deliver outstanding results that meet the specific needs of each customer, often going above and beyond to ensure satisfaction.

His strong work ethic, technical expertise, and ability to manage complex installations with precision make him a trusted professional in the field of emergency vehicle equipment services.

I recommend Mr. Villalobos and his services to any organization in need of dependable and high-quality work.

Sincerely,
Dibely Valverde
Dibely Digital Solutions
(520) 204-2664
dibelydigitalsolutions@gmail.com

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
ONE STOP MOBILE TECHNOLOGY SPECIALIST & COMMUNICATION, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
304 LA PUESTA DR

Requester's name and address (optional)

6 City, state, and ZIP code
EL PASO, TX 79932

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
9 3 - 2 0 0 5 0 0 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Octavio Villalobos* Date ▶ 05/07/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

SOLICITATION DOCUMENT

2025-124RFP

Emergency Vehicle Equipment Installation and Maintenance f/ PD (Re-Bid)

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SOLICITATION ATTACHMENTS:

Exhibit A – Town of Horizon City Standard Terms and Conditions

By signing the proposal, the Proposer acknowledges that all facts contained in it are true to the Proposer's best knowledge and that Town of Horizon City may rely upon such and that the Proposer has read the entire document and agreed to the terms therein. The undersigned, by his/her signature, represents that s/he is authorized to bind the Proposer to fully comply with the Specifications, Scope and General Requirements for the amounts shown on the accompanying pricing schedule and by signing the proposal, the Proposer acknowledges that all facts contained in it are true to the Proposer's best knowledge and that Town of Horizon City may rely upon such.

Name and Address of vendor		Name and Title of Person Authorized to Sign Offer (Failure to sign shall result in rejection of offer)	
Company Name	One Stop Mobile Technology Specialist & Communication, LLC	**Print Name**	Octavio Villalobos
Contact Name	Octavio Villalobos	**Title**	Owner
Address	304 La Puesta Dr.	**Signature ***	
City, State & Zip	El Paso, TX 79932		**Original must be signed in Ink.**
Telephone No.	(915) 314-2909	**Date**	05/07/2025
E-mail address:	onestopmobileservice@outlook.com		

1. TOWN OF HORIZON CITY BACKGROUND

The municipality of Horizon City, Texas, established through a referendum on October 22, 1988, derives its name from the Horizon Corporation, the real estate development entity responsible for its inception as a planned community in the early 1960s.

As of the 2024 United States Census, Horizon City has a population of 26,128, reflecting a growth of over 35% since the 2010 Census. Covering an area of 8.72 square miles, Horizon City serves as the primary urban gateway for travelers from the eastern regions of West Texas, playing a pivotal role as the initial point of welcome for numerous new arrivals. Over the past two decades, the town's population has doubled, with projections indicating a further twofold increase within the next decade. This rapid expansion underscores a burgeoning demand for goods and services within the Horizon City community, a demographic that boasts the highest median household income across El Paso County.

Originally conceived as a suburban enclave, Horizon City has evolved to diversify its developmental landscape. This evolution includes a strategic shift towards pedestrian-centric initiatives, exemplified by the forthcoming Central Business District. Emulating the vibrancy of contemporary urban downtowns, this district will integrate transit-oriented design principles, inviting both residents and visitors to revel in Horizon City's renowned sunny climate and exceptionally low crime rates.

Experience the allure of Horizon City firsthand by exploring its premier amenities, including the esteemed Horizon City Golf Course and an array of entertainment options. These attractions collectively contribute to Horizon City's appeal as a prime destination for residents, businesses, and developers alike.

Procurement opportunities may currently be found in the El Paso Times. Projects are usually advertised in the Wednesday edition. Online Procurement opportunities are available on Town of Horizon City's website: https://horizoncity.bonfirehub.com

2. PROJECT SCOPE OF SERVICES

This information can also be found under the posting for this solicitation located at https://horizoncity.bonfirehub.com.

Scope of Services:

Installation of Emergency Lights and Sirens:
Install emergency lighting and siren systems, ensuring compliance with all regulatory standards and seamless integration with existing vehicle systems.

Internal Lighting:
Equip vehicles with internal lighting solutions that meet operational needs, including red/white dome lights, task-specific lighting, and cargo area illumination.

Troubleshooting Inoperable Lights:
Diagnose and repair malfunctioning emergency and internal lighting systems promptly to maintain vehicle safety and visibility.

Installation of Mobile Computer Terminals (MCTs):
Securely mount and configure MCTs, ensuring proper power supply and network connectivity. Must include cable management and easy to use placement.

Troubleshooting Electrical Issues:
Provide expert diagnosis and resolution of electrical system malfunctions, including wiring issues, power distribution, and component failures.

Installation of Vehicle Cages:
Install safety partitions and cages for secure transportation of detainees, ensuring durability and compliance with department standards.
Installation of Slide-Out Trays:
Fit slide-out storage trays in cargo areas for efficient equipment access and organization.
On-Call Services:
Offer 24/7 on-call support for all installation, repair, and troubleshooting needs, with the ability to perform services on-site at the police station or designated locations.
Installation of Mobile High-Power Radios:
Install and configure high-power mobile radios with proper antenna placement and wiring to ensure reliable communication.
Installation of Emergency Equipment:
Equip vehicles with additional emergency tools such as PA systems, siren amplifiers, and push bumpers with integrated lighting.
Installation of Video System Center Consoles:
Install and integrate video recording systems within center consoles, ensuring secure and accessible storage of recording devices.
Installation of In-Car Video Recording Systems:
Install high-definition in-car camera systems with integrated microphones, ensuring proper field of view and reliable recording capabilities.
Installation of Gun Racks:
Securely mount gun racks in patrol vehicles, ensuring quick accessibility.
Repairs and Troubleshooting:
Perform regular maintenance, emergency repairs, and diagnostic services for all installed equipment and systems.
Installation of Radars:
Mount, calibrate, and test radar systems to ensure accurate speed enforcement capabilities.
Motorcycle and Undercover Vehicle Services:
Provide specialized installation and customization for motorcycles and unmarked vehicles, including discrete mounting of equipment.
Custom Fabrication of Metal Brackets:
Design and fabricate custom metal brackets and mounting solutions for non-standard or specialized emergency equipment.

Number of Vehicles: 35 vehicles and 1 Motorcycle (List of vehicles attached)

Type of emergency vehicles include:
Ford Explorer
Ford Taurus
Ford F-150
Ford F-250
Ford F-350
Ford Fusion
Harley Davidson
Nissan Altima

3. PROJECT ROADBLOCKS

3.1 Limited availability of specialized parts for older or non-standard vehicles, which could delay repairs and installations.

3.2 Coordination of timely service to minimize vehicle downtime, especially for frontline patrol vehicles that need to remain in service.

3.3 Ensuring that all custom installations meet the unique specifications of each vehicle type, especially for specialized vehicles such as motorcycles and undercover units.

4. GENERAL TERMS AND CONDITIONS

4.1 **Group Purchasing Organizations (GPOs) and Cooperative Contracts (COOPs): –** Town of Horizon City Participates in many different GPOs and COOPS. If your company participates in any Buying Groups and is awarded a contract, all sales, contracts and orders will be reported back to the respective GPO or COOP. If the response submitted falls under a GPO or COOP state which one in your submittal response to this solicitation. Town of Horizon City is a member of the following GPOs and COOPS: Region 19, BuyBoard, Omnia Partners, TxMAS, the Texas Department of Information Resources (DIR) and others.

4.2 **Formal Competitive Process:** This solicitation is a formal competitive process. All questions or other matters related to this solicitation must be directed only to Town of Horizon City Procurement Services through the Vendor Discussion section as instructed in section 4.1 of this solicitation. Any Proposer, including those currently contracted with Town of Horizon City, who fails to comply with this limitation, may be disqualified from the selection process.

4.3 **Town of Horizon City reserves the right to:**

(a) At its sole discretion, reject any and/or all responses, to waive any informality, or to change the listed dates.

(b) Request clarification of information submitted and to request additional information of one or more Proposers.

(c) At its sole discretion, modify or suspend any and all aspects of the selection process, including, but not limited to this solicitation, and all or any portion of the selection process subsequent to the solicitation, to obtain further information from any Proposer, to waive any defects as to form or content of the solicitation or any other step in the selection process, and to accept or reject any Proposer for entry into any contract.

(d) Award the contract to another Proposer(s) if the initially selected Proposer(s) does not execute a contract within thirty (30) days after the acceptance of the response by Town of Horizon City.

(e) Without further discussion, award one contract to a single or multiple companies after receipt of proposals. Therefore, Town of Horizon City emphasizes the importance of submitting the most favorable terms in the initial response.

4.4 **Proposer Submittals/Responses:** **The Proposer understands and acknowledges the following:**

(a) Proposers who submit a response to this solicitation do so at their own expense. Any costs incurred during the development, preparation, and submission of solicitation responses shall be borne solely by the Proposer. Town of Horizon City will not pay or reimburse any Proposer for costs related to this solicitation or negotiation of any contract.

(b) A Proposer who does not respond to this solicitation by the due date will be eliminated from the selection process. Responses are due to Procurement Services in accordance with the specifications of this solicitation.

(c) Any response may be withdrawn up to the date and time specified for the submission of the responses. Any response not so withdrawn shall constitute an irrevocable offer, for a period of one-hundred twenty (120) days from final due date of submission, to provide to Town of Horizon City the services proposed, or until one or more of the responses have been accepted and approved by Town of Horizon City.

(d) Town of Horizon City will independently verify the Proposer's ability to perform as proposed.

(e) The issuance of this solicitation does not imply any commitment on the part of Town of Horizon City nor any of its individual representatives to accept in part or in whole any of the submitted proposals.

(f) Any agreement or contract resulting from the acceptance of a response shall be approved by Town of Horizon City. The contract shall contain, at a minimum, applicable provisions of this solicitation. Town of Horizon City reserves the right to reject any proposed agreement that does not conform to the terms and conditions and any Town of Horizon City requirements for agreements and contracts.

(g) Material exceptions to the solicitation, including terms and conditions, delivery, specifications, or payment terms may constitute grounds for rejection of the submission.

(h) Town of Horizon City, at its sole discretion, may reject any response/submittal that is incomplete or does not meet minimum/mandatory requirements and/or scope.

(i) Town of Horizon City, at its sole discretion, may select more than one vendor(s) which best serve Town of Horizon City's interests.

4.5 **Proposer Waiver:** By Proposer's submission of a response to this solicitation, Proposer waives any claim against Town of Horizon City by reason of any or all the following:
(i) any aspect of this solicitation, the selection process or any part thereof, (ii) any informalities or defects in the selection process, entering into any agreement, the failure to enter into an agreement, any statements, representations, acts, or omissions of Town of Horizon City, (iii) the exercise of any discretion set forth in or concerning any of the foregoing, and any other matters arising out of all or any of the foregoing.

4.6 **Open Records:** Town of Horizon City is a governmental entity subject to public disclosures requirements outlined under Chapter 552, *Texas Government Code* ("Chapter 552") which may include documents submitted in response to this RFP. Town of Horizon City strictly adheres to Chapter 552 and interpretations of Chapter 552 rendered by the courts and the Texas Attorney General.

4.7 **Advertising:** The Proposer shall not use Town of Horizon City's name, logos, images, or any data or results arising from this solicitation, or a contract awarded pursuant to such, as a part of any commercial advertising without first obtaining the prior written consent of the Town of Horizon City.

4.8 **License and Permits:** The successful Proposer shall obtain and maintain in full force and affect all required licenses, permits, and authorizations necessary to perform the awarded contract. The successful Proposer shall supply Town of Horizon City with evidence of such licenses, permits, and authorizations. This evidence shall be submitted after the contract award. All costs associated with any such licenses, permits, and authorizations shall have been included by the Proposer in its proposal response.

4.9 **Vendor Credentialing:** Town of Horizon City requires all vendors and contractors to obtain a credential if accessing any facilities. **Vendors and contractors are solely responsible for all costs incurred by it as part of the credentialing process**. NOTE: This process only applies to the awarded Proposer(s). Awarded vendors and contractors must have all employees that will be

inside any Town of Horizon City facility submit to this process. Only approved employees will be allowed to enter any Town of Horizon City facilities.

4.10 <u>Access to Town of Horizon City Facilities:</u> The Proposer understands, acknowledges and agrees to the following:

(a) All vendor representatives, desiring access to Town of Horizon City facilities must have an approved appointment, be credentialed through the vendor credentialing system and register each time access is required. All these requirements must be met prior to access being granted for entrance to Town of Horizon City properties.
(b) Upon approval of the vendor credentialing process, to gain access to the desired facility/department, the vendor representatives are to register, at the designated vendor credentialing location indicated in the Vendor Protocol Book, retrieve the appropriate photo ID badge and authorization to proceed to their destination.
(c) Unannounced visits to any area or facility are not allowed.
(d) Access to individual areas in Town of Horizon City facilities is determined by the sensitivity of each area and the vendor representative's level of access. Vendor representatives will be permitted access only to those areas for which their credentialing is authorized and approved.
(e) Vendor representatives are not allowed to visit areas beyond their level of access.
(f) Vendor representatives should conduct business from 8 a.m. to 5 p.m. on weekdays unless a duly authorized individual from Town of Horizon City specifically requests visitation or if there is a specific need to conduct business during alternative hours of the day or on weekends (i.e., in-service training, delivery of a product required to address an urgent patient need or emergency, or other bona-fide need).
(g) Meetings between vendor representatives and Town of Horizon City staff may not take place in unauthorized areas.
(h) Vendor representatives may not post any notices that promote their products or a program that they are sponsoring. Program notices must be posted by the Town of Horizon City representative responsible for that program and in accordance with Town of Horizon City policies for posting notices.
(i) The vendor credentialing and registration process must be completed and approved before a vendor representative will be allowed to be present during procedures.
(j) Vendor representatives are strictly prohibited from having direct patient contact or operating any medical equipment that is in direct patient contact. Vendor representatives that have approved credentialing and access to the Surgical Services area must comply with perioperative policies and procedures.

4.11 <u>Contract and Contract Conditions:</u> If awarded a contract, Proposer agrees to the following:

(a) <u>Contract Term</u>: The contract will be awarded for the term outlined in this solicitation, commencing from the date of award. If delays in the solicitation process result in an adjustment of the anticipated contract effective date, the Proposer agrees to accept a contract for the full term of the contract. Unless otherwise specified in this solicitation, the initial contract term is a three (1) year term with two (2) one (1) year renewal periods.
(b) <u>Contract Renewal Periods</u>: The contract may be renewed for the number of years outlined in this solicitation. Any renewal of the contract under this provision will be put into effect by mutual agreement between Town of Horizon City and the Contractor. The original terms and conditions will remain in effect for any renewal period.
(c) <u>Contract Transition</u>: In the event services end by either contract expiration or termination, it shall be incumbent upon the Contractor to continue services, if requested by the TOHC Police

Department, until new services can be completely operational. The Contractor acknowledges its responsibility to cooperate fully with the replacement Contractor and Town of Horizon City to ensure a smooth and timely transition to the replacement Contractor. Such transitional period shall not extend more than one-hundred twenty (120) days beyond the expiration date of the contract, or any extension thereof. The Contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Town of Horizon City.

(d) Price must remain firm and fixed for the duration of the contract term or agreed upon renewal options.

4.12 Oral Presentations: As part of the selection process, Proposer(s) may be asked to make oral presentations. If an oral presentation is requested, the Proposer(s) may be asked to elaborate on elements of their response and to demonstrate understanding of Town of Horizon City's request. The process of evaluating proposals and conducting any subsequent interviews may extend, at a minimum, one month following the solicitation deadline.

This solicitation or request to make an oral presentation shall not obligate Town of Horizon City to accept or contract for any services whatsoever. Town of Horizon City reserves the right to request additional information or material deemed necessary to assist in the selection process and to modify or alter any or all the requirements herein. In the event of a modification, all Proposer(s) who submit timely responses will be given an opportunity to modify their responses in the specific areas affected.

4.13 Certificate of Interested Parties – Form 1295: In 2015, the Texas Legislature adopted House Bill 1295. The law states that a governmental entity or state agency may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered on or after January 1, 2016. To obtain additional information on HB 1295, to learn more about Texas Ethics Commission's process to create a new account or to complete an electronic version of Form 1295 for submission with a signed contract, please go to the following link: https://www.ethics.state.tx.us/tec/1295-Info.htm. **In the event of any contract award related to this solicitation and is in excess of $250,000, the pending awarded vendor must submit and return to Town of Horizon City Form 1295 with any signed contract agreement. Failure to return this form along with a signed contract, the Director of Procurement Services will deem the contract document as incomplete and not eligible for approval and execution.**

5. COMMUNICATION AND SOLICITATION INSTRUCTIONS

Town of Horizon City will communicate all solicitation documents and addenda using the Bonfire Hub website, https://horizoncity.bonfirehub.com for the following activities:

- To post the solicitation
- To receive any questions or inquiries
- To issue any associated addenda
- To post award notice

5.1 Vendor Questions: To contact Town of Horizon City or ask questions in relation to this solicitation, Proposers must register with Town of Horizon City's e-procurement portal at

https://horizoncity.bonfirehub.com and initiate the communication electronically through the Vendor Discussions section of the project posting for this solicitation. Town of Horizon City will not accept any Proposer's communications by any other means, except as specifically stated in this solicitation. Vendor's questions regarding any aspect of this solicitation shall be submitted **no later than the date and time specified in the project posting for this is solicitation.** Questions should be asked in consecutive order, from beginning to end, following the organization of the solicitation. Questions received after the deadline identified above will not be addressed, answered, nor acknowledged. Town of Horizon City is not obligated to respond to any question. However, if Town of Horizon City decides to answer questions in writing, then Town of Horizon City will post the responses to those questions and answers in the form of an addendum to the solicitation.

5.2 **Pre-Submittal Conference and Site Walkthrough:** If applicable, pre-submittal conferences and site walks will be scheduled for the date and time specified in the Events section of the project posting for this solicitation at https://horizoncity.bonfirehub.com. Vendors shall contact the Town of Horizon City through the Vendor Discussion section of the solicitation located at to confirm attendance and provide 1) Name, 2) Company, 3) Title, 4) Address, 5) Email, and 6) Telephone number no later than one business day prior to the scheduled event. A meeting invitation will be sent to those who sign up. Attendance is not required for the pre-submittal conference to submit a response; however, is strongly encouraged. This conference offers attendees the opportunity to ask representatives of Town of Horizon City questions about the solicitation.

After the conference, or Site Walk, prospective Proposers may submit written questions in accordance with **Section 5.1**.

5.3 **Addenda:** Any portion of the solicitation may be updated in accordance with this section. If Town of Horizon City, for any reason, determines that it is necessary to provide additional information relating to this solicitation, such information will be communicated through the Public Notice and the addendum document posted in the Supporting Documentation section of the project posting for this solicitation at https://horizoncity.bonfirehub.com. Each addendum forms an integral part of this solicitation and may contain important information, including significant changes. Proposers are responsible for obtaining all addenda issued by Town of Horizon City. Vendor responses may be changed, but only before the Submission Deadline. Proponents wishing to change their submission may do so before submitting their response through the e-Procurement Portal.

5.4 **Responses:** Proposers are encouraged to submit solicitation responses through the project posting for this solicitation at https://horizoncity.bonfirehub.com. Microsoft Edge, Google Chrome, or Mozilla Firefox. JavaScript must be enabled. Browser cookies must be enabled. Proposers should contact Bonfire at Support@GoBonfire.com for technical questions related to submissions or visit Bonfire's help forum at https://vendorsupport.gobonfire.com. Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Portal. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.

Vendors that elect to provide hard copy responses must download all documents, complete, sign and return **one (1) printed copy and one flash drive (thumb drive) containing electronic versions of all responsive documents**. All documents, printed and electronic, must be clearly labeled and in the order requested in the solicitation documents. All information required in this

solicitation shall be furnished or the response may be deemed non-responsive. The Proposer shall print or type his or her name and manually sign the Solicitation document and Schedule (if applicable). Responses shall be enclosed in a sealed envelope/package. The name and address of the vendor, the date and hour of the opening, solicitation number, and title of the solicitation must be marked on the outside of the package. Any costs incurred during the development, preparation, and submission of solicitation responses shall be borne solely by Proposer.

Hard copy responses will be mailed, or hand delivered to:

Town of Horizon City
Finance Department – Purchasing Agent
Araceli Gonzalez
14999 Darrington Rd.
El Paso, TX 79928

All submissions, regardless of method of return, must be received **no later than due date and time listed the project posting for this solicitation** at https://horizoncity.bonfirehub.com. **Any submission not received by the designated date and time and/or responses that do not contain the proper documents or copies may be rejected.**

6. EVALUATION CRITERIA

Each proposal will be evaluated on its responsiveness to the questions contained in this solicitation regarding the Proposer's experience and qualifications, scope of services, quantitative capabilities, organizational and financial stability, compensation requirements or other requirements listed below.

EVALUATION CRITERIA	MAX POINTS
Price / Parts / Warranty	**30**
Hourly Rates	**20**
Whelen Certification for Emergency Equipment Installation	**20**
Timeline for project completion	**15**
History / Experience / References	**15**
Total Points	**100**

7. RESPONSE FORMAT

Town of Horizon City desires that the response to the solicitation be as succinct as possible, while still providing sufficient information for evaluation of the Proposer's qualifications, approach, and ability to meet Town of Horizon City's needs in a responsive and cost-effective manner. In that regard, Town of Horizon City requests that the responses generally follow the format of the project posting outlined below found at Town of Horizon City (bonfirehub.com), and that the Proposer address all of the questions posed in this solicitation.

Supporting Documentation: This contains the solicitation document and any associated attachments such as Terms and Conditions, drawings and exhibits. These documents are to be reviewed, downloaded and returned in the appropriate Requested Information section.

Requested Information: This contains the following two sections:

Solicitation Documents

- Solicitation Document Questionnaire – to be downloaded, completed and submitted.
- Returned Supporting Documents – This section is where the Supporting Documentation requested above will be submitted.

Responsive Information

- A detailed proposal addressing all aspects of the scope of services, including a clear timeline for installation and repair services.
- A breakdown of pricing for each service, including hourly rates, material cost, and any discounts for bulk order or long-term contracts.
- Proposed timeline for project completion and any potential challenges to meeting deadlines, particularly regarding equipment availability.
- Responsive Information Questionnaire – to be downloaded, completed and submitted.
- Responsive Information Documents – This section is where any documents requested in the Responsive Information Questionnaire section will be submitted. Proposer may also use this area to provide any additional supporting documentation for this section.
- Price/Bid Table (when applicable) – To be downloaded, completed and submitted.

8. ADDITIONAL INFORMATION

8.1 Town of Horizon City Standard Terms and Conditions

Attach a signed copy of Town of Horizon City's Standard Terms and Conditions with your solicitation response in the Requested Information, Returned Supporting Document section of the posting for this project at https://horizoncity.bonfirehub.com.

Precedence of Town of Horizon City's Standard Terms and Conditions: The contract resulting from this procurement shall consist of the specification included herein, Town of Horizon City's Standard Terms and Conditions, any addenda to this solicitation, the Proposer's proposal, and Town of Horizon City's Contract Term Sheet. **In the event of a conflict between the provisions of this solicitation, including any amendments to this solicitation, and the Proposer's proposal, the solicitation and/or the amendment shall govern.**

8.2 Vendor Registration

It is mandatory that Vendors register through Town of Horizon City's Bonfire e-Procurement Portal, https://horizoncity.bonfirehub.com **in order for the response to be valid.**

If responding via mail or hand delivered response, vendor's must print out and submit a copy of all vendor registration documents marked in the Portal as "required" with your response to this solicitation under this section.

a) Notice to all Contractors/Vendors/Suppliers: You must register on Town of Horizon City's e-Procurement Portal, https://horizoncity.bonfirehub.com to be eligible to submit responses for this and all future formal/informal opportunities.

b) Registration is valid for a two-year period.

c) If awarded, the awarded Proposer must provide a copy of the Proposer's Insurance Certificate to Town of Horizon City no later than 10 days after award.

d) If awarded, the awarded Proposer must provide a copy of the Proposer's Workers' Compensation Insurance Certificate to be on file with Town of Horizon City's Safety Officer for awards requiring the vendor's personnel to perform services on Town of Horizon City premises. No award will be made unless this document is on file.

Subcontracting and Good Faith Effort Plan

SUBCONTRACTING: Please indicate how much and of which discipline(s) you intend to subcontract to another firm. If your firm intends to perform the services for all listed disciplines, then provide a statement to that effect. If you intend to subcontract any discipline, then provide the information for the subcontracting firm as part of your submittal package. Town of Horizon City reserves the right to accept or decline any subcontracted firms. The Proposer is required to submit a Good Faith Effort Plan form and all SMWVBE certification certificates for the Proposer or their subcontractors as part of the submittal package. Proposer and/or their agents may contact the Supplier Diversity for assistance or clarification with issues specifically related to the SMWVBE Program policy and/or completion of the Good Faith Effort Plan form at the end of this solicitation. The Good Faith Effort Plan form is attached to the end of this document.

Town of Horizon City will make every effort to ensure that Diverse Vendors such as Small, Minority, Women, and Veteran Owned Business Enterprises (SMWVBE) are provided the maximum practicable opportunity to participate as a supplier, vendor, or contractor for products and/or services provided to Town of Horizon City. **No unlawful discrimination will be made against vendors or contractors, because of race, color, religion, sex, age, national origin, physical disability/handicap, or mental disability/handicap.**

For assistance or questions, please contact the Office of Supplier diversity at 210-358-9125 or by email at Supplier.diversity@uhs-sa.com.

Good Faith Effort Plan for Prime Vendors

Name and Number of Proposal: _____

SECTION I – CONTACT INFORMATION

Contractor Information: _____
Name of Business: One Stop Mobile Technology Specialist & Communication, LLC
Address: 304 La Puesta Dr.
City: El Paso State: TX Zip: 79932

Contact Person: Octavio Villalobos Telephone: (915) 314-2909
Email Address: onestopmobileservice@outlook.com Fax: _____
Is your firm certified? __Yes X No If Yes, which certifying agency? _____
Type of Certification *(check all that are applicable and provide a copy of the certificate)*

_SBE _WBE _MBE _DIBE _VBE _HUB

SECTION II – UTILIZED SMWVBE VENDORS

List all subcontractor/suppliers that will be utilized on this project. Proposers will be required to provide reports of the actual payments to all subcontractors which will be used for SMVBE participation tracking purposes.

Name & Address of Company	**Scope of Work to be performed or supplied**	**Estimated Total Contract Amount ($)**	**Certification Type *(SBE,WBE, MBE, ETC.)***

SECTION III – GOOD FAITH EFFORT

A. List all the firms you contacted with the subcontracting opportunities for this project that will not be utilized for the contract. Written notices to firms contacted by the Proposer for the specific scopes of work identified for those opportunities must be provide not less than **5 business days prior to the proposal due date. Please submit copies of the written notices to all firms contacted with this document.**

Name & Address of Company	Scope of Work to be performed or supplied	Date Written Notice was Sent	Certification Type *(SBE, WBE, MBE, ETC.)*

B. Did you contact any trade organizations/minority organizations to advertise the subcontracting opportunity? If so, please list which organizations:

N/A

C. Please list any additional outreach activities or advertising done for this project:

N/A

SECTION IV: AFFIRMATION

I hereby affirm that the above information is true and complete to the best of my knowledge. I further understand and agree that this document shall be attached and submitted with my proposal, making this a binding part of the contract.

Name: Octavio Villalobos

Title: Owner

Signature: Octavio Villalobos **Date:** 05/07/2025

AGREEMENT BETWEEN FEDERAL LAW ENFORCEMENT AGENCY PARTICIPATING IN THE TREASURY FORFEITURE FUND AND STATE OR LOCAL LAW ENFORCEMENT AGENCY FOR THE REIMBURSEMENT OF EXPENSES IN JOINT OPERATIONS

This agreement is entered into by the Horizon City Police Department (hereinafter referred to as "State/Local LEA") and the Department of Homeland Security/ Immigration and Customs Enforcement/ Homeland Security Investigations, a participant in the Treasury Forfeiture Fund (TFF), (hereinafter referred to as "TFF Agency") for the purpose of receiving reimbursable costs incurred by the State/Local LEA in providing resources to joint operations.

Reimbursements may be made to the extent they are included in the TFF Agency's Fiscal Year Financial Plan, and the funds are available within the TFF to satisfy the requests for reimbursement.

I. EXECUTION AND TERMINATION OF THIS AGREEMENT

This agreement is effective on the date it is signed by both parties to this agreement and terminates when explicitly terminated by either the TFF Agency or the State/Local LEA.

II. AUTHORITY

This agreement is established pursuant to the provisions of 31 U.S.C. 9703 and the Treasury Forfeiture Fund Act of 1992 which provide for the reimbursement of certain expenses of state and local law enforcement agencies (LEAs) incurred as participants in joint operations with federal LEAs participating in the TFF.

III. PURPOSE OF THIS AGREEMENT

This agreement establishes the procedures and responsibilities of both the State/Local LEA and the TFF Agency for the reimbursement of certain overtime and other expenses pursuant to 31 U.S.C. § 9703.

IV. NAME OF TASK FORCE (if applicable)

The name of this task force is: Homeland Security Task Force/ High Intensity Drug Trafficking Area Anti-Smuggling Group (HSTF HIDTA ASG).

The projected dates of operation are: July 17, 2025 to July 17, 2030.

V. CONDITIONS AND PROCEDURES

A. Compliance with Federal Statutes and Regulations

Compliance with 31 U.S.C. § 9703, the Treasury Forfeiture Fund Act of 1992 and TEOAF Directive 18, "Policy for Reimbursements to State and Local Law Enforcement Agencies Involved in Joint Operations with Federal Agencies Participating in the Treasury Forfeiture Fund," is a requirement for this agreement.

B. Assignment of State/Local LEA Officers

1. To the maximum extent possible, the State/Local LEA shall assign dedicated officers to the joint operation.

2. Within 10 days of the effective date of this agreement, the State/Local LEA shall provide the TFF Agency with the following information for each officer assigned to the joint operation:

    a. Name;
    b. Title, grade, or rank;
    c. Badge or ID number; and
    d. Hourly overtime wage rate.

C. Requests for Reimbursement of Joint Operation Expenses

1. The State/Local LEA may request reimbursement for payment of overtime expenses directly related to work performed by its officers assigned as members of a joint operation with the TFF Agency for the purpose of conducting official investigations. The State/Local LEA may also request reimbursement of other non-overtime expenses directly related to the joint operation.

2. Within 10 days of the effective date of this agreement, the State/Local LEA shall provide the TFF Agency with the following information for the designated point of contact:

    a. Name;
    b. Title;
    c. Telephone number; and
    d. Email address.

3. Requests for reimbursement for the payment of overtime and non-overtime expenses to the State/Local LEA must be submitted on the agency's letterhead or the TEOAF form, *State or Local Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses* (also referred to as the "Request for Reimbursement Form"), along with copies of supporting documents (i.e., payroll records, receipts, invoices, etc.). If

on agency letterhead, the request must contain the same information contained in the Request for Reimbursement Form.

(See Attachment C of TEOAF Directive 18, "Policy for Reimbursements to State and Local Law Enforcement Agencies Involved in Joint Operations with Federal Agencies Participating in the Treasury Forfeiture Fund," for a copy of the Request for Reimbursement Form.)

4. An authorized representative of the State/Local LEA must sign and certify that the request is for overtime and/or other non-overtime expenses incurred by the agency for participation with the joint operation under this agreement. The State/Local LEA shall also certify that the request has not been made to any other federal LEA that may also be participating with the joint operation.

5. The State/Local LEA acknowledges that the agency remains fully responsible for its obligations as the employer of the officers assigned to the joint operation and is responsible for the payment of overtime earnings, withholdings, insurance coverage, and all other requirements by law, regulation, ordinance, or contract regardless of the reimbursable overtime charges incurred.

6. The State/Local LEA shall submit all Request for Reimbursement Forms, together with the required supporting documentation, to the TFF Agency, Attention: Patricia Escareno, 11541 Montana El Paso, TX 79936, 915-857-6103, Patricia.Escareno@hsi.dhs.gov.

7. All requests for reimbursement of costs incurred by the State/Local LEA must be approved and certified by the TFF Agency. The TFF Agency shall countersign the Request for Reimbursement Forms.

8. The maximum reimbursement for overtime worked on behalf of the joint operation under this agreement is set at $15,000 per officer per fiscal year.

D. Program Audit

This agreement and its procedures are subject to audit by the Treasury Executive Office for Asset Forfeiture (TEOAF), the TFF Agency, the Department of the Treasury Office of Inspector General, the General Accounting Office, and any other government-designated auditing organization. The State/Local LEA agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts or expenditures relating to this agreement; as well as the interview of any and all personnel involved in these transactions.

E. Revisions

The terms of this agreement may be amended upon the written approval of both the State/Local LEA and the TFF Agency. The revision becomes effective upon the date of approval.

F. No Private Right Created

This is an agreement between a federal LEA and a state or local LEA and is not intended to confer any right or benefit to any private person or party.

	TAEKUK CHO Digitally signed by TAEKUK CHO Date: 2025.07.16 16:20:18 -06'00'
Marco Vargas Chief Horizon City Police Department	Jason T. Stevens Special Agent in Charge SAC El Paso
Date: _____	Date: _____

STATE OF TEXAS §
§
COUNTY OF EL PASO §

INCINERATOR USE INTERLOCAL AGREEMENT

This Interlocal Governmental Agreement ("Agreement") is entered into by and between Horizon City, Texas ("CITY"), the Horizon City Police Department ("HCPD"), the El Paso County Sheriff ("SHERIFF") and the County of El Paso, Texas ("COUNTY").

WHEREAS, the SHERIFF purchased an incinerator for the purpose of destroying confiscated narcotics; and

WHEREAS, the HCPD also has a need to destroy confiscated narcotics, but does not own its own incinerator; and

WHEREAS, the HCPD understands that, according to Texas Administration Code, incinerators may only burn waste generated on site, or illegal drugs confiscated by federal, state, or local law enforcement agencies; and

WHEREAS, the CITY, HCPD, SHERIFF and COUNTY are authorized to enter into this Agreement under the provisions of Texas Gov't Code §791 *et. seq.*

NOW, THEREFORE, THE CITY, HCPD, SHERIFF AND COUNTY HEREBY ENTER INTO THIS AGREEMENT UNDER THE FOLLOWING TERMS AND CONDITIONS:

1. **PURPOSE OF AGREEMENT.**

   The purpose of this Agreement is to state the terms and conditions under which the HCPD is authorized to use the Sheriff's incinerator to destroy confiscated narcotics.

2. **SHERIFF'S OBLIGATIONS AND DUTIES.**

   A. The Sheriff shall ensure the incinerator and the associated facilities are safe and in good working condition.
   B. The Sheriff shall be responsible for the operation of the incinerator and the destruction of the narcotics.
   C. The Sheriff shall weigh all narcotics prior to burning and will weigh the ashes after burning. The Sheriff shall provide the HCPD with documentation of the weight of the narcotics destroyed.

D. The Sheriff shall maintain complete and accurate records of the narcotics destroyed, and other documents generated pursuant to this Agreement for a period of three (3) years after the destruction of the narcotics. The Sheriff shall permit and have readily available said records for inspection by the HCPD.

3. COUNTY'S OBLIGATIONS AND DUTIES.

A. The County shall place any funds received under this Agreement in a special account for use solely by the Sheriff to defray the costs of operating and maintaining the incinerator. If any excess funds are available after all expenses of operating and maintaining the incinerator are covered, the excess funds shall be used by the Sheriff to defray other expenses of the Sheriff's Office.
B. The County shall maintain complete and accurate records of payments received under this Agreement for a period of three (3) years after the end of the fiscal year in which the payment was made. The County shall permit and have readily available said records for inspection by the HCPD.

4. HCPD'S OBLIGATION AND DUTIES.

A. The HCPD shall transport the narcotics to the incinerator.
B. The HCPD shall provide a minimum of two (2) peace officers for the duration of the burn to provide security. Depending on the size and type of narcotics, and any special circumstances surrounding the destruction, the Sheriff may require the HCPD to provide more peace officers for security.
C. The HCPD shall maintain custody of the narcotics throughout the burn, and thus, the HCPD'S peace officers shall remain at the incinerator facility until all the narcotics are destroyed.

5. CONSIDERATION.

The HCPD shall pay the County one dollar and twenty-five cents ($1.25) per pound for the destruction of narcotics. The Sheriff shall send an invoice to the HCPD after each burn for the total cost of the destruction of the narcotics. The HCPD shall have thirty (30) days to pay the total amount on the invoice to the County. If full payment is not made within thirty (30) days of receipt of the invoice, interest in accordance with Chapter 2251 of the Texas Government Code shall begin to accrue.

The Sheriff and County shall maintain the price of one dollar and twenty-five cents ($1.25) per pound for the initial term of this Agreement. Thereafter, the Sheriff may unilaterally raise the price by giving ninety (90) days written notice to the County and the HCPD of the increase.

6. TERM AND TERMINATION

This Agreement shall be effective on August 01, 2025, regardless of its date of execution, and shall terminate on August 01, 2026. At the end of the initial term, the agreement shall automatically renew for additional one-year periods unless terminated by any party. Any party may terminate this Agreement without cause upon providing thirty (30) days written notice.

7. NOTICE.

Official notice shall be by written notice and delivery to all of the parties to this Agreement. Delivery shall be by fax or deposit in the United States Postal Service, first class, return receipt requested to:

TO THE COUNTY:	County Judge 301 El Paso County Courthouse 500 E. San Antonio El Paso, Texas 79901 Fax: (915) 543-3888
TO THE SHERIFF:	El Paso County Sheriff 3850 Justice Drive El Paso, Texas 79938 Fax: (915) 538-2028
TO THE HCPD:	Chief of Police Horizon City Police Department 14999 Darrington Road Horizon City, Texas 79928 (915) 852-1047

8. MISCELLANEOUS.

A. Beyond the consideration provided for herein, each party shall bear its own cost of participation in this Agreement.
B. For the purpose of determining the place of contract and the law governing same, this Agreement is entered into in the County of El Paso, State of Texas, and shall be governed by the laws of State of Texas and the United States as applicable. Venue shall be in El Paso County, Texas.
C. All persons who are signatories to this Agreement represent that they have authority to enter into this Agreement and bind their respective organizations thereto, if applicable.
D. This writing constitutes and expresses the entire agreement between the parties and shall not be amended or modified except by written instrument signed by all parties.

IN WITNESS WHEREOF this Interlocal Agreement has been executed by the County, by and through the County Judge, the Sheriff, and the HCPD, in the manner provided by law.

EL PASO COUNTY COUNTY

County Judge Ricardo A. Samaniego

Date:

THE SHERIFF OF EL PASO

Sheriff Oscar Ugarte

Date:

HORIZON CITY, TEXAS

Mayor Andres Renteria

Date:

HORIZON CITY DEPT

Chief Marco A. Vargas

Date:

ORDINANCE NO.____

TOWN OF HORIZON CITY

2026 TAX LEVY ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF HORIZON CITY, TEXAS, APPROVING THE 2026 AD VALOREM TAX RATE AND LEVY OF ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY; PROVIDING FOR PENALTIES AND INTEREST; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; SEVERABILITY; SAVINGS CLAUSE; PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a budget to appropriate revenues generated for the use and support of the municipal government of the Town of Horizon City has been approved and adopted by the City Council of the Town of Horizon City as required by Section 102.009 of the Texas Local Government Code;

WHEREAS, the no-new revenue tax rate is the rate that will raise the same amount of property tax revenue from the same properties in both the 2025 tax year and 2026 tax year;

WHEREAS, the tax rate proposed by the City Council of the Town of Horizon City is higher than the no-new revenue tax rate;

WHEREAS, the **voter approved rate** is the highest tax rate the City Council of the Town of Horizon City may adopt without voter approval;

WHEREAS, City Council of the Town of Horizon City proposes to adopt the **voter approved rate** for tax year 2026;

WHEREAS, a notice of the hearing on a proposed tax levy was published in the official newspaper for notice designated by the Town of Horizon City on September____2025; and

WHEREAS, a public hearing on the proposed tax levy were held onSeptember 9, 2025 as required by State law.

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

1. APPROVAL OF 2026 TAX RATE AND LEVY

That there be and is hereby levied and shall be assessed and collected for the year 2026, on all taxable property, real, personal and mixed, situated within the city limits of the Town of HorizonCity, Texas (City), and not exempt by the Constitution of the State and valid state laws, voter approved ad valorem tax rate of ._____ **cents** ($0._____) on each One Hundred Dollars ($100.00) assessed value of taxable property remains unchanged, and shall be apportioned and distributed as follows:

(a) For the purpose of defraying the current expenses and budget of the municipal government of the City (maintenance and operations), a tax rate of__.____ cents($_._____) on each One Hundred Dollars ($100.00) assessed value of taxable property.

(b) For the purpose of creating a sinking fund to pay the interest and principal maturities on all outstanding debt of the Town of Horizon City, not otherwise provided for, a taxrate of__.____ cents ($_._____) on each one hundred dollars ($100.00) of assessed value of taxable property within the Town of Horizon City and shall be applied to the payment of interest and maturities of all such outstanding debt.

For purposes of disclosure regarding the Maintenance and Operations Tax Rate:

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

AND

THE TAX RATE WILL EFFECTIVELY BE RAISED BY ___ PERCENT (_____%) AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $__.__.

1. ASSESSMENT AND COLLECTION OF TAXES; PENALTIES AND INTEREST

All taxes shall be collected by the person(s) authorized as the Tax Assessor /Collect or for the Town of Horizon City, in accordance with the lnterlocal Governmental Agreement entered intoby the Town for such purposes. All taxes shall become a lien upon the property against which assessed

and the person(s) authorized as the Tax Assessor/Collector for the Town of Horizon City, Texas , shall by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal , for the payment of said taxes, penalty and interest, and the penalty and interest collected from such delinquent taxes shall be appropriated for the general fund of the Town of Horizon City, Texas.

2. FINDINGS OF FACT

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

3. SEVERABILITY CLAUSE

That if any section, subsection, paragraph, clause, phrase, or provision of this Ordinance shall beadjudged invalid or held unconstitutional, the same shall not affect the validity of this Ordinanceas a whole or provision thereof, other than the part so decided to be invalid or unconstitutional.

4. SAVINGS CLAUSE

That all previous tax levy ordinances shall remain in full force and effect, save and except asamended by this Ordinance.

5. PUBLICATION CLAUSE

The City Clerk of the Town of Horizon City, Texas, is hereby directed to post the notice requiredby Section 26.05 of the Texas Tax Code on the Town's website.

6. EFFECTIVE DATE

The necessity for making and approving the tax levy for the year, as required by the laws of theState of Texas, requires that this Ordinance shall take effect immediately from and after its passage, as the law in such case provides.

7. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the pub li c, 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 September 2023, 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_____

ORDINANCE NO. _____

BUDGET FOR FISCAL YEAR 2025-2026

AN ORDINANCE OF THE TOWN OF HORIZON CITY, TEXAS ENACTING THE MUNICIPAL BUDGET FOR FISCAL YEAR 2025-2026; FUNDING MUNICIPAL PURPOSES; AUTHORIZING EXPENDITURES; AND PROVIDING FOR REPEALER AND SEVERABILITY CLAUSES

WHEREAS, the City Council of the Town of Horizon City ("City Council") seeks to enact and otherwise approve the Town of Horizon City ("City) budget for Fiscal Year 2025-2026 to cover proposed expenditures for the succeeding fiscal year;

WHEREAS, the succeeding fiscal year commences October l, 2025;

WHEREAS, the City Council finds that the proposed budget is for legitimate municipal purposes, and thus is statutorily authorized by Texas Local Government Code Chapter 102 and is further authorized by Sections 5.04 and 5.05 of the Town of Horizon City Charter;

WHEREAS, pursuant to Texas Local Government Code Section 51.00, the City has general authority to adopt an ordinance that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City;

WHEREAS, pursuant to Texas Local Government Code Chapter l01.002, the City Council may manage and control the finances of the municipality;

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace, or order of the Town of Horizon City to adopt an ordinance establishing a budget for the upcoming fiscal year;

WHEREAS, the City has satisfied all statutory requirements for public notices and public hearings regarding the attached budget.

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

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. ENACTMENT

A. The Town of Horizon City' s budget for Fiscal Year 2025-2026, is attached hereto as ***Attachment " A"*** and incorporated into this Ordinance for all intents and purposes.

B. The Street Fund, effective October 1, 2013, and reauthorized on November 7, 2017, May 2, 2021 and May 5, 2025 is derived from sales tax revenue designated for making repairs and accomplishing maintenance and repair of streets existing within the Town of Horizon City as of November 2, 2010. Such funding shall be allocated and expended as provided by applicable state statutes.

C. The Economic Development Fund, effective October 1, 2013, is derived from sales tax revenue designated for use by the Horizon City Type 4B Economic Development Corporation ("EDC) in accordance with Chapter 505 of the Local Government Code. The Mayor of the City is authorized to transfer funds in the Economic Development Fund to the Horizon City Type 4B Economic Development Corporation for the use by the EDC as necessary and appropriate, or to direct the expenditure of the funds on behalf of the EDC in accordance with directives approved by the EDC Board of Directors.

D. The Mayor is hereby authorized to administratively make all necessary budget and fund transfers in conjunction with reimbursements made to the City by the Horizon City Type 4B Economic Development Corporation for the provision of City services to the EDC.

E. Department heads are hereby authorized to make administrative budget transfers not to exceed ten thousand dollars ($10,000) each, provided that each transfer is within the same department. Budget transfers for personal services appropriations, capital acquisition appropriations, or impacting revenue accounts require the written approval of the Mayor.

F. The Mayor is authorized to make administrative budget transfers not to exceed twenty-five thousand dollars ($25,000) each between departments and/or funds, to the extent permitted by law.

G. Budget transfers not exceeding one hundred thousand dollars ($100,000) each may be authorized by a motion or resolution of the City Council at the same time as, and in conjunction with the approval of any expenditure to include a contract, purchase order or other authorization to procure goods or services; provided that each transfer is within the same department.

H. The Mayor or his designee is hereby authorized to administratively establish budgets for grants and similar awards when the applications or agreements relating to the grant or award have been approved by the City Council.

I. The Mayor is hereby authorized to accept, and appropriate funds associated with donations made to the City in the amount of one thousand dollars ($1,000) or less; the City Council may by motion or resolution establish budgets for any other donations at the same time and in conjunction with accepting such donations.

J. The Mayor or designee is authorized to continue the Building Services Technology Fund by depositing into a separate fund in the city treasury the technology fee surcharge added to all building permits that are assessed and collected, which fee was authorized by the City Council Resolution on June 12, 2018 to enable the Building Services Department to collect a specified amount for the purpose of maintaining and upgrading their technology for the issues of permits and related building services, administered by or under the direction of the City Council.

3. FILING OF THE BUDGET

The City Clerk shall attach any required cover page to the adopted budget, file the budget in her office, and post a copy of the budget, including the cover page, on the website of the Town of Horizon City. The City Clerk shall post the record vote on the budget on the website until September 15, 2026, or the date the budget for the next fiscal year has been approved by the City Council.

4. REPEALER

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

5. SEVERABILITY

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

6. EFFECTIVE DATE

This Ordinance shall be effective upon passage as provided for by law to adopt the budget for theTown of Horizon City for the fiscal year starting October 1, 2023.

7. PROPER NOTICE & MEETING

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 the meeting was given as required by the Open Meetings Act, Texas Government Code

Chapter 551. Notice was also provided as required by Section 52.011 and Section 102.0065 of the Texas Local Government Code.

PASSED & APPROVED this, the _____ day of September 2025, by a vote of_____*(ayes)* to _____*(nays)* to _____*(abstentions)* of the City Council of Horizon City, Texas. (A record vote, if required, shall be recorded in the minutes of the Town of Horizon City.

TOWN OF HORIZON CITY

By: **_____**
Andres Renteria, Mayor

ATTEST:

By: **_____**
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: **_____**
Sylvia Borunda Firth
City Attorney

Attachment "A"

Town of Horizon City
Fiscal year 2025-2026 Budget

ORDINANCE NO. _____

2025 BUDGET AMENDMENT NO. 03

AN ORDINANCE AMENDING ORDINANCE NO. 0313 (AMENDMENT NO. 03) OF THE TOWN OF HORIZON CITY, ADOPTING THE MUNICIPAL BUDGET FOR THE 2025 FISCAL YEAR, TO ALLOW FOR THE BUDGETING AND EXPENDITURE OF FUNDS FOR PARK IMPROVEMENTS; AND PROVIDING REPEALER AND SEVERABILITY CLAUSES.

WHEREAS, an Ordinance was enacted on the 10th day of September 2024, which adopted a budget for the fiscal year of October 1, 2024, to September 30, 2025, 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 _____, 2025, 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
2025 Budget Amendment No. 3
General Fund

Account		Current Budgeted Amount	Amendment	Revised Budgeted Amount
Stormwater Department				
01-511-5080	Travel	$ 2,196.00	$ (2,196.00)	$ -
01-511-5410	Contract Labor	32,941.00	(32,941.00)	-
01-511-5610	Rents - Equipment	3,185.00	(2,800.00)	385.00
01-511-5650	Maintenance - Rock walls and Fencing	8,784.00	(8,784.00)	-
01-507-6021	Equipment - Stormwater Management	33,177.00	(33,177.00)	-
Total Stormwater Department		**$ 80,283.00**	**$ (79,898.00)**	**$ 385.00**
Streets Department				
01-504-5080	Travel	$ 1,647.00	$ (1,647.00)	$ -
01-504-5220	Materials & Supplies	3,843.00	(1,665.00)	2,178.00
01-504-5230	Street Signs	2,665.00	(2,000.00)	665.00
01-504-5250	Office Supplies	769.00	(500.00)	269.00
01-504-5260	Furniture & Equipment < $2,500	9,553.00	(6,000.00)	3,553.00
01-504-5410	Contract Labor	5,330.00	(4,000.00)	1,330.00
01-504-5500	Maintenance - Surfaces	14,311.00	(14,000.00)	311.00
01-504-5540	Maintenance - Bldg	1,098.00	(1,200.00)	(102.00)
01-504-5550	Maintenance - Equipment	37,312.00	(30,000.00)	7,312.00
01-504-5590	Telephone & Communications	4,393.00	(500.00)	3,893.00
01-504-5610	Rents - Equipment	1,208.00	(500.00)	708.00
01-504-5640	Software Licensing	439.00	(400.00)	39.00
01-504-5650	Maintenance - Rock walls and Fencing	3,843.00	(3,800.00)	43.00
01-507-6024	Equipment - Streets	50,000.00	(50,000.00)	-
Total Streets Department		**$ 136,411.00**	**$ (116,212.00)**	**$ 20,199.00**
Parks Department				
01-507-6348	Construction - Contracted (Parks)	$ 9,412.00	$ 196,110.00	205,522.00
Total Parks Department		**$ 9,412.00**	**$ 196,110.00**	**$ 205,522.00**

ORDINANCE NO. _____

2025 BUDGET AMENDMENT NO. 04

AN ORDINANCE AMENDING ORDINANCE NO. 0313 (AMENDMENT NO. 03) OF THE TOWN OF HORIZON CITY, ADOPTING THE MUNICIPAL BUDGET FOR THE 2025 FISCAL YEAR, TO ALLOW FOR THE BUDGETING AND EXPENDITURE OF FUNDS PURCHASE OF CITY VEHICLES; AND PROVIDING REPEALER AND SEVERABILITY CLAUSES.

WHEREAS, an Ordinance was enacted on the 10th day of September 2024, which adopted a budget for the fiscal year of October 1, 2024, to September 30, 2025, for the Town of Horizon City; and

WHEREAS, it is now necessary to amend said budget for municipal purposes to establish the funding to purchase two vehicles for use of City personnel and elected officials while on City business, 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 _____, 2025, 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
2025 Budget Amendment No. 3
General Fund

Account		Current Budgeted Amount	Amendment	Revised Budgeted Amount
Stormwater Department				
01-511-5080	Travel	$ 2,196.00	$ (2,196.00)	$ -
01-511-5410	Contract Labor	32,941.00	(32,941.00)	-
01-511-5610	Rents - Equipment	3,185.00	(2,800.00)	385.00
01-511-5650	Maintenance - Rock walls and Fencing	8,784.00	(8,784.00)	-
01-507-6021	Equipment - Stormwater Management	33,177.00	(33,177.00)	-
Total Stormwater Department		**$ 80,283.00**	**$ (79,898.00)**	**$ 385.00**
Streets Department				
01-504-5080	Travel	$ 1,647.00	$ (1,647.00)	$ -
01-504-5220	Materials & Supplies	3,843.00	(1,665.00)	2,178.00
01-504-5230	Street Signs	2,665.00	(2,000.00)	665.00
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01-504-5260	Furniture & Equipment < $2,500	9,553.00	(6,000.00)	3,553.00
01-504-5410	Contract Labor	5,330.00	(4,000.00)	1,330.00
01-504-5500	Maintenance - Surfaces	14,311.00	(14,000.00)	311.00
01-504-5540	Maintenance - Bldg	1,098.00	(1,200.00)	(102.00)
01-504-5550	Maintenance - Equipment	37,312.00	(30,000.00)	7,312.00
01-504-5590	Telephone & Communications	4,393.00	(500.00)	3,893.00
01-504-5610	Rents - Equipment	1,208.00	(500.00)	708.00
01-504-5640	Software Licensing	439.00	(400.00)	39.00
01-504-5650	Maintenance - Rock walls and Fencing	3,843.00	(3,800.00)	43.00
01-507-6024	Equipment - Streets	50,000.00	(50,000.00)	-
Total Streets Department		**$ 136,411.00**	**$ (116,212.00)**	**$ 20,199.00**
Parks Department				
01-507-6348	Construction - Contracted (Parks)	$ 9,412.00	$ 196,110.00	205,522.00
Total Parks Department		**$ 9,412.00**	**$ 196,110.00**	**$ 205,522.00**

TOWN OF HORIZON CITY
2025 BUDGET AMENDMENT 04
GENERAL FUND

Account	Current Budgeted Amount	Amendment	Revised Budgeted Amount
Salaries - Public Safety 01-505-5010	$2,440,469.00	($55,000.00)	$2,385,469.00
Vehicles - Administration 01-507-6030	$0.00	$55,000.00	$55,000.00

RANCHO DESIERTO BELLO UNIT SIXTEEN

A PORTION OF LEIGH CLARK SURVEY No. 297,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS.
CONTAINING 21.481 ACRES ±

PROPOSED LAND USE
RESIDENTIAL

RESIDENTIAL LOTS = 74
POND LOTS = 1

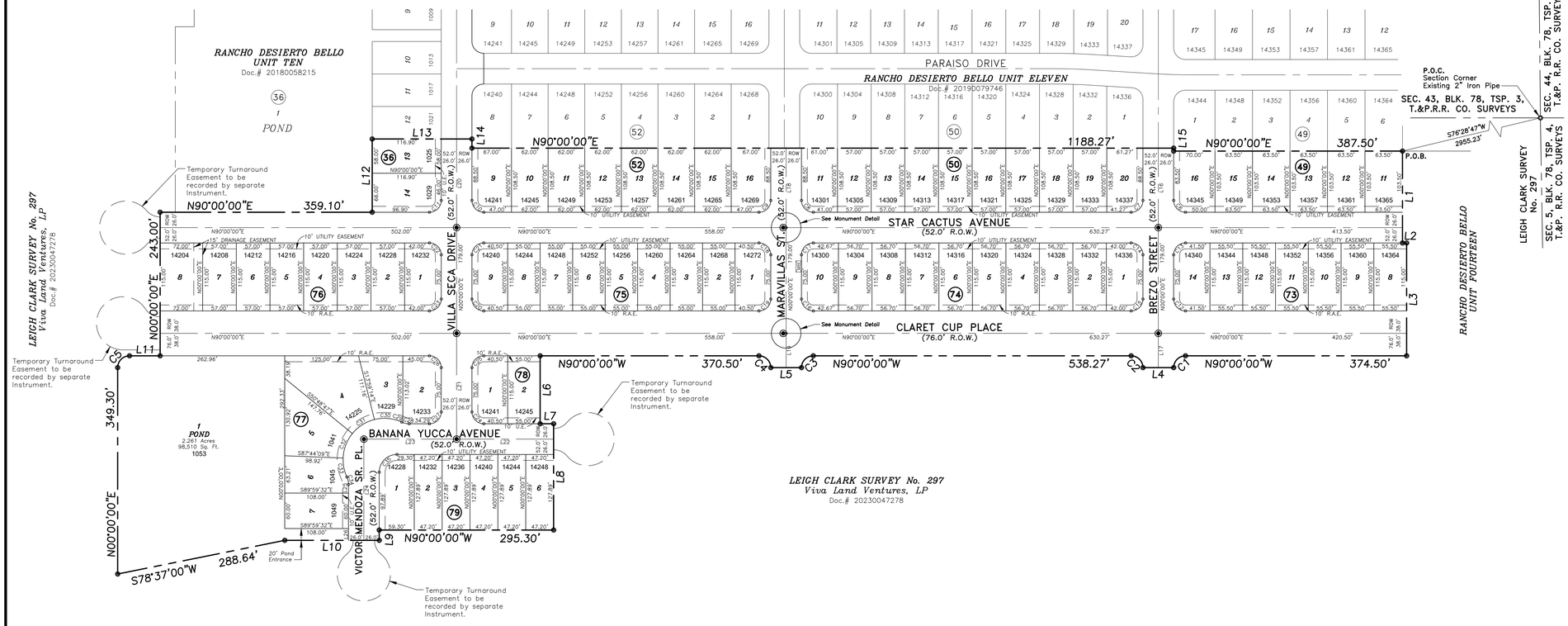
SCHOOL DISTRICT
CLINT INDEPENDENT SCHOOL DISTRICT

LEGEND

- SUBDIVISION BOUNDARY LINE
- STREET RIGHT OF WAY
- STREET CENTERLINE
- EASEMENT LINE
- USPS — U.S. POSTAL SERVICE COLLECTION BOX UNITS
- (73) — BLOCK NUMBER
- 12 — LOT NUMBER
- 14572 — ADDRESS
- ◉ — PROPOSED CITY MONUMENT
- R.A.E. — RESTRICTIVE ACCESS EASEMENT
- U.E. — UTILITY EASEMENT

NORTH

GRAPHIC SCALE
100 0 50 100
(IN FEET)
1 inch = 100 ft.



SCHOOL DISTRICT
CLINT INDEPENDENT SCHOOL DISTRICT

DEDICATION

VIVA LAND VENTURES, LP, the owner of this land, does hereby present this map and dedicate their respective portions of property to the use of the public, the streets, drives, ponding area, drainage right-of-way, and utility easements as hereon laid down and designated, including easements for overhang of service wires for pole type utilities and the right for installation of service poles alongside lot lines as may be required, easements for buried service wires, conduits and pipes for underground utilities, and the right to ingress and egress for service and construction, and the right to trim interfering trees and shrubs.

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.

Witness my signature this _____ day of _____ 2025.

Greg DiDonna, President
VIVA LAND VENTURES, LP

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF EL PASO

Before me, the undersigned authority, on this day personally appeared Greg DiDonna, President, VIVA LAND VENTURES, LP, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that executed the same as the act and deed for the purpose and consideration herein expressed.

Given under my hand and seal of office this _____ day of _____ 2025.

Notary Public in and for El Paso County, 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 _____ 2025.

Accepted and adopted by the City Council of Town of Horizon City this _____ day of _____ 2025.

Elvia Schuller, City Clerk — Andres Renteria, Mayor

Approved for filing this _____ day of _____ 2025.

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 _____ 2025, in Volume _____ of the Plat Records, Page _____, File No. _____.

County Clerk — by Deputy

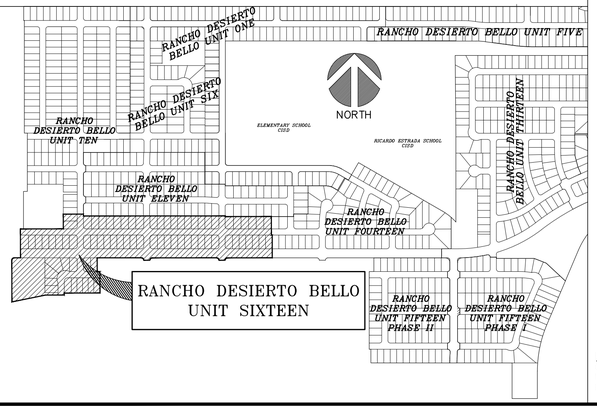
Subdivision Improvement Plans prepared by and under the supervision of TRE & Associates, LLC

ROBERTO S. ROMERO, P.E.
Licensed Professional Engineer
Texas License No. 114517

This plat represents a survey made on the ground by me or under my supervision and complies with the current Texas Board of Professional Land Survey Professional and Technical Standards.

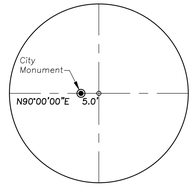
LARRY L. DREWES, R.P.L.S.
Registered Professional Land Surveyor
Texas License No. 4869

LOCATION MAP SCALE: 1"=600'



MONUMENT DETAIL

MARAVILLAS STREET & STAR CACTUS AVENUE
MARAVILLAS STREET & CLARET CUP PLACE



BENCHMARK
CITY MONUMENT AT THE CENTERLINE INTERSECTION OF MARAVILLAS STREET AND PARAISO DRIVE.
ELEVATION 4011.29' (NAVD 88 DATUM)

OWNER
VIVA LAND VENTURES, LP.
11427 ROJAS DRIVE
EL PASO, TEXAS 79936
(915)859-8900
CONTACT: GREG DIDONNA

ENGINEER
TRE & ASSOCIATES
Engineering Solutions
TBPE FIRM No. 13967
110 Mesa Park Drive, Suite 200, El Paso, Texas 79912, Office: (915) 852-9093, Fax: (915) 629-8506
6101 W. Courtyard Dr. Bldg. 1, Suite 100, Austin, Texas 78730, Office: (512) 358-4049, Fax: (512) 366-5374

SURVEYOR
Land-Mark Professional Surveying, Inc.
1420 Bessemer Drive, Suite 'A'
El Paso, Texas 79936
(915) 598-1300
Texas Licensed Surveying Firm Registration Number 10125900
email: Larry@Land-marksurvey.com
"Serving Texas, New Mexico and Arizona"

DATE OF PREPARATION: JANUARY 31, 2023
DATE OF LAST REVISION: MAY 12, 2025

RANCHO DESIERTO BELLO UNIT SIXTEEN

A PORTION OF LEIGH CLARK SURVEY No. 297,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS.
CONTAINING 21.481 ACRES ±

METES & BOUNDS DESCRIPTION

COMMENCING, for reference, at an existing 2-inch iron pipe located at the common east corner of Section 43, Block 78, Township 3, Texas and Pacific Railroad Company Surveys and Leigh Clark Survey No. 297; THENCE, South 76°28'47" West, a distance of 2955.23 feet to a point lying in the southerly boundary line of Rancho Desierto Bello Unit Eleven, for a corner of this parcel and the POINT OF BEGINNING of this parcel description;
THENCE, South 00°00'00" East, departing said boundary line of Rancho Desierto Bello Unit Eleven, a distance of 155.50 feet to a point, for a corner of this parcel;
THENCE, North 90°00'00" East, a distance of 7.00 feet to a point, for a corner of this parcel;
THENCE, South 00°00'00" East, a distance of 191.00 feet to a point, for a corner of this parcel;
THENCE, North 90°00'00" West, a distance of 374.50 feet to a point, for a corner of this parcel;
THENCE, Southwesterly with the arc of a curve to the left, a distance of 31.42 feet to a point, for a corner of this parcel; said curve having a radius of 20.00 feet, a central angle of 90°00'00", and a chord which bears South 45°00'00" West, a distance of 28.28 feet;
THENCE, North 90°00'00" West, a distance of 52.00 feet to a point, for a corner of this parcel;
THENCE, Northwesterly with the arc of a curve to the left, a distance of 31.42 feet to a point, for a corner of this parcel; said curve having a radius of 20.00 feet, a central angle of 90°00'00", and a chord which bears North 45°00'00" West, a distance of 28.28 feet;
THENCE, North 90°00'00" West, a distance of 538.27 feet to a point, for a corner of this parcel;
THENCE, Southwesterly with the arc of a curve to the left, a distance of 31.42 feet to a point, for a corner of this parcel; said curve having a radius of 20.00 feet, a central angle of 90°00'00", and a chord which bears South 45°00'00" West, a distance of 28.28 feet;
THENCE, North 90°00'00" West, a distance of 52.00 feet to a point, for a corner of this parcel;
THENCE, Northwesterly with the arc of a curve to the left, a distance of 31.42 feet to a point, for a corner of this parcel; said curve having a radius of 20.00 feet, a central angle of 90°00'00", and a chord which bears North 45°00'00" West, a distance of 28.28 feet;
THENCE, North 90°00'00" West, a distance of 370.50 feet to a point, for a corner of this parcel;
THENCE, South 00°00'00" East, a distance of 115.00 feet to a point, for a corner of this parcel;
THENCE, North 90°00'00" East, a distance of 22.80 feet to a point, for a corner of this parcel;
THENCE, South 00°00'00" East, a distance of 179.89 feet to a point, for a corner of this parcel;
THENCE, North 90°00'00" West, a distance of 295.30 feet to a point, for a corner of this parcel;
THENCE, South 00°00'00" East, a distance of 17.44 feet to a point, for a corner of this parcel;
THENCE, North 90°00'00" West, a distance of 160.00 feet to a point, for a corner of this parcel;
THENCE, South 78°37'00" West, a distance of 288.64 feet to a point, for a corner of this parcel;
THENCE, North 00°00'00" East, a distance of 349.30 feet to a point, for a corner of this parcel;
THENCE, Northeasterly with the arc of a curve to the right, a distance of 31.42 feet to a point, for a corner of this parcel; said curve having a radius of 20.00 feet, a central angle of 90°00'00", and a chord which bears North 45°00'00" East, a distance of 28.28 feet;
THENCE, North 90°00'00" East, a distance of 51.96 feet to a point, for a corner of this parcel;
THENCE, North 00°00'00" East, a distance of 243.00 feet to a point, for a corner of this parcel;
THENCE, North 90°00'00" East, with the southerly boundary line of Rancho Desierto Bello Unit Ten, a distance of 359.10 feet to a point, for a corner of this parcel;
THENCE, North 00°00'00" West, continuing with said boundary line of Rancho Desierto Bello Unit Ten, a distance of 124.00 feet to a point, for a corner of this parcel;
THENCE, North 90°00'00" East, continuing with said boundary line of Rancho Desierto Bello Unit Ten, a distance of 168.90 feet to a point in the westerly boundary line of Rancho Desierto Bello Unit Eleven, for a corner of this parcel;
THENCE, South 00°00'00" East, with said boundary line of Rancho Desierto Bello Unit Eleven, a distance of 15.50 feet to a point at the southwesterly corner of said Rancho Desierto Bello Unit Eleven, for a corner of this parcel;
THENCE, North 90°00'00" East, with said southerly boundary line of Rancho Desierto Bello Unit Eleven, a distance of 1188.27 feet to a point, for a corner of this parcel;
THENCE, South 00°00'00" East, continuing with said southerly boundary line of Rancho Desierto Bello Unit Eleven, a distance of 5.00 feet to a point, for a corner of this parcel;
THENCE, North 90°00'00" East, continuing with said southerly boundary line of Rancho Desierto Bello Unit Eleven, a distance of 387.50 feet to the POINT OF BEGINNING.
Said parcel contains 21.481 Acres (935,730 Square feet) more or less.

PLAT NOTES AND RESTRICTIONS

1. BEARINGS ARE BASED ON UNDERLYING DEED. DOC.# 20230047278.
2. ◉ = THIS SYMBOL REPRESENTS ALL PROPOSED STREET MONUMENTS LOCATIONS.
3. CMB = THIS SYMBOL REPRESENTS U.S. POSTAL SERVICE COLLECTION BOX UNITS. POSTAL SERVICE WITHIN THE SUBDIVISION WILL BE PROVIDED USING NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS.
4. ACCORDING TO THE FEDERAL EMERGENCY MAPPING AGENCY, FLOOD INSURANCE RATE MAP, PANEL NO. 480212 0250B, DATED SEPTEMBER 4, 1991, THIS PROPERTY APPEARS TO LIE WITHIN ZONE "X" WHICH BY DEFINITIONS IS NOT A SPECIAL FLOOD HAZARD ZONE.
5. ALL UTILITY EASEMENTS ARE 10 FEET WIDE UNLESS OTHERWISE SPECIFIED.
6. SET 5/8" REBAR WITH CAP STAMPED "LAND-MARK TX 4869 NM11402" AT ALL EXTERIOR BOUNDARY CORNERS UNLESS OTHERWISE NOTED.
7. TAX CERTIFICATE(S) FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
   INSTRUMENT NO._____ INSTRUMENT NO._____
8. RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
   INSTRUMENT NO._____
9. THIS IS TO CERTIFY THAT WATER AND SEWER SERVICES WILL BE PROVIDED TO RANCHO DESIERTO BELLO UNIT SIXTEEN BY THE HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT IN ACCORDANCE WITH THEIR RULES AND REGULATIONS AND WITH SECTION 16.343 OF THE TEXAS WATER CODE. WATER AND SEWER SERVICES WILL BE EXTENDED TO THE SUBDIVISION FROM EXISTING FACILITIES AND WILL BE CONSTRUCTED TO SERVE THE SUBDIVISION WITHIN ONE YEAR OF THE DATE OF FILING THE FINAL SUBDIVISION PLAT.
10. ACCESS TO LOTS 8-14, BLOCK 73, LOTS 1-10, BLOCK 74, LOTS 1-9, BLOCK 75, LOTS 1-8, BLOCK 76, LOTS 1 & 2, BLOCK 78, LOTS 2-4, BLOCK 77, ABUTTING CLARET CUP PLACE, SHALL BE FROM OTHER DEDICATED STREETS ONLY.

AREA TABLE		
DESCRIPTION	ACRES	SQ. FT.
RESIDENTIAL	11.364	495,035
RIGHT-OF-WAY	7.856	342,185
POND	2.261	98,510
TOTAL	21.481	935,729

STREET TABLE			
NORTH - SOUTH	LENGTH	EAST - WEST	LENGTH
VILLA SECA DRIVE	508.00'	CLARET CUP PLACE	2110.77'
MARAVILLAS STREET	371.50'	STAR CACTUS AVENUE	2103.77'
BREZO STREET	371.50'	BANANA YUCCA AVENUE	321.30'
VICTOR MENDOZA SR. PLACE	171.33'		

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°00'00"E	155.50'
L2	N90°00'00"E	7.00'
L3	S00°00'00"E	191.00'
L4	N90°00'00"W	52.00'
L5	N90°00'00"W	52.00'
L6	S00°00'00"E	115.00'
L7	N90°00'00"E	22.80'
L8	S00°00'00"E	179.89'
L9	S00°00'00"E	17.44'
L10	N90°00'00"W	160.00'
L11	N90°00'00"E	51.96'
L12	N00°00'00"W	124.00'
L13	N90°00'00"E	168.90'
L14	S00°00'00"E	15.50'
L15	S00°00'00"E	5.00'
L16	N00°00'00"E	134.50'
L17	N00°00'00"E	58.00'
L18	N00°00'00"E	134.50'
L19	N00°00'00"E	58.00'
L20	N00°00'00"E	150.00'
L21	N00°00'00"E	179.00'
L22	N90°00'00"E	164.30'
L23	N90°00'00"E	157.00'
L24	N00°00'00"E	171.33'
L25	S00°00'00"E	14.62'
L26	S00°00'00"E	20.00'

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C2	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C3	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C4	20.00'	31.42'	28.28'	N45°00'00"W	90°00'00"
C5	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C6	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C7	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C8	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C9	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C10	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C11	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C12	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C13	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C14	20.00'	31.42'	28.28'	N45°00'00"W	90°00'00"
C15	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C16	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C17	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C18	20.00'	31.42'	28.28'	N45°00'00"W	90°00'00"
C19	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C20	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C21	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C22	20.00'	31.42'	28.28'	N45°00'00"W	90°00'00"
C23	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C24	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C25	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C26	20.00'	31.42'	28.28'	N45°00'00"W	90°00'00"
C27	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C28	30.00'	10.95'	10.89'	S79°32'22"E	20°55'16"
C29	30.00'	2.02'	2.02'	S67°08'44"E	3°52'00"
C30	70.00'	47.37'	46.47'	N84°35'59"W	38°46'29"
C31	70.00'	44.99'	44.22'	S57°36'00"W	36°49'33"
C32	70.00'	45.11'	44.33'	S20°43'32"W	36°55'22"
C33	70.00'	33.05'	32.74'	S11°15'42"E	27°03'06"
C34	30.00'	12.98'	12.88'	N12°23'38"W	24°47'15"
C35	30.00'	47.12'	42.43'	S45°00'00"W	90°00'00"

LOT AREA TABLE		
BLOCK & LOT #	SQ. FT.	ACRES
Block 36, Lot 13	6,780	0.156
Block 36, Lot 14	7,630	0.175
Block 49, Lot 11	6,572	0.151
Block 49, Lot 12	6,572	0.151
Block 49, Lot 13	6,572	0.151
Block 49, Lot 14	6,572	0.151
Block 49, Lot 15	6,572	0.151
Block 49, Lot 16	7,159	0.164
Block 50, Lot 11	6,533	0.150
Block 50, Lot 12	6,184	0.142
Block 50, Lot 13	6,184	0.142
Block 50, Lot 14	6,184	0.142
Block 50, Lot 15	6,185	0.142
Block 50, Lot 16	6,185	0.142
Block 50, Lot 17	6,185	0.142
Block 50, Lot 18	6,185	0.142
Block 50, Lot 19	6,184	0.142
Block 50, Lot 20	6,562	0.151
Block 52, Lot 09	7,184	0.165
Block 52, Lot 10	6,727	0.154
Block 52, Lot 11	6,727	0.154
Block 52, Lot 12	6,727	0.154
Block 52, Lot 13	6,727	0.154
Block 52, Lot 14	6,727	0.154
Block 52, Lot 15	6,727	0.154
Block 52, Lot 16	7,184	0.165
Block 73, Lot 08	6,383	0.147
Block 73, Lot 09	6,383	0.147
Block 73, Lot 10	6,383	0.147
Block 73, Lot 11	6,383	0.147
Block 73, Lot 12	6,383	0.147
Block 73, Lot 13	6,383	0.147
Block 73, Lot 14	6,901	0.158
Block 74, Lot 01	6,958	0.160
Block 74, Lot 02	6,521	0.150
Block 74, Lot 03	6,521	0.150
Block 74, Lot 04	6,521	0.150
Block 74, Lot 05	6,521	0.150

LOT AREA TABLE		
BLOCK & LOT #	SQ. FT.	ACRES
Block 74, Lot 06	6,521	0.150
Block 74, Lot 07	6,521	0.150
Block 74, Lot 08	6,521	0.150
Block 74, Lot 09	6,521	0.150
Block 74, Lot 10	7,035	0.162
Block 75, Lot 01	6,786	0.156
Block 75, Lot 02	6,325	0.145
Block 75, Lot 03	6,325	0.145
Block 75, Lot 04	6,325	0.145
Block 75, Lot 05	6,325	0.145
Block 75, Lot 06	6,325	0.145
Block 75, Lot 07	6,325	0.145
Block 75, Lot 08	6,325	0.145
Block 75, Lot 09	6,786	0.156
Block 76, Lot 01	6,958	0.160
Block 76, Lot 02	6,555	0.150
Block 76, Lot 03	6,555	0.150
Block 76, Lot 04	6,555	0.150
Block 76, Lot 05	6,555	0.150
Block 76, Lot 06	6,555	0.150
Block 76, Lot 07	6,555	0.150
Block 76, Lot 08	8,280	0.190
Block 77, Lot 01 (Pond)	98,510	2.261
Block 77, Lot 02	7,296	0.168
Block 77, Lot 03	6,627	0.152
Block 77, Lot 04	12,635	0.290
Block 77, Lot 05	9,470	0.217
Block 77, Lot 06	6,354	0.146
Block 77, Lot 07	6,479	0.149
Block 78, Lot 01	6,786	0.156
Block 78, Lot 02	6,325	0.145
Block 79, Lot 01	7,389	0.170
Block 79, Lot 02	6,035	0.139
Block 79, Lot 03	6,035	0.139
Block 79, Lot 04	6,036	0.139
Block 79, Lot 05	6,036	0.139
Block 79, Lot 06	6,036	0.139

OWNER
VIVA LAND VENTURES, LP.
11427 ROJAS DRIVE
EL PASO, TEXAS 79936
(915)859-8900
CONTACT: GREG DIDONNA

ENGINEER
TRE & ASSOCIATES
Engineering Solutions
TBPE FIRM No. 13987
110 Mesa Park Drive, Suite 200, El Paso, Texas 79912, Office: (915) 852-9093, Fax: (915) 629-8506
6101 W. Courtyard Dr. Bldg. 1, Suite 100, Austin, Texas 78730, Office: (512) 358-4049, Fax: (512) 366-5374

SURVEYOR
Land-Mark Professional Surveying, Inc.
1420 Bessemer Drive, Suite 'A'
El Paso, Texas 79936
(915) 598-1300
Texas Licensed Surveying Firm
Registration Number 10125900
email: Larry@Land-marksurvey.com
"Serving Texas, New Mexico and Arizona"

DATE OF PREPARATION: JANUARY 31, 2023
DATE OF LAST REVISION: MAY 12, 2025

TOWN OF HORIZON CITY

MEMORANDUM

Date: June 10, 2025

To: Honorable Mayor and Members of City Council

From: Art Rubio, Chief Planner

SUBJECT: On the **Final Subdivision Plat** application for **Rancho Desierto Bello Unit 16 (Case No. SDO25-0001)** to reaffirm approval and allow recording of the plat prior to the completion of all required improvements secured by sufficient bond. The subject property is legally described as a Portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas. Containing 21.481 acres ±. Application submitted by TRE & Associates, LLC.

On October 10, 2023, the City Council unanimously voted to recommend approval of the Preliminary Subdivision Plat (Case No. SDP23-0001). On April 09, 2024, the City Council unanimously voted to recommend approval of the Final Subdivision Plat (Case No. SDF24-0001)

The applicant request that City Council authorizes the issuance of conditional building permits for eleven (11) new residential structures (15% of 74 lots) for Rancho Desierto Bello Unit 16 Subdivision Plat after the subdivision plat approval has been reaffirmed but prior to the completion of all public subdivision improvements secured by sufficient bond and subject to conditions of development included on the Resolution.

Staff recommends approval of the issuance of conditional building permits for eleven (11) new residential structures as permitted by Horizon City Policy.

RESOLUTION

TOWN OF HORIZON CITY, TEXAS

WHEREAS, Texas Local Government Code Section 212.046 prohibits the issuance of building permits until a development plat is filed with and approved by the municipality;

WHEREAS, the Town of Horizon City has adopted Ordinance No. 0035, Regulations for Subdivisions, which require public subdivision improvements be completed prior to recordation of the subdivision plat, and the issuance of building permits usually occurs following the completion of the public improvements and recordation of the final plat;

WHEREAS, local developers have requested that the City allow certain permits to be issued for lots within subdivisions in which the construction of public subdivision improvements have begun following the approval of the final subdivision plat by the City but before such plat has been recorded and the subdivision improvements completed, inspected, recorded, dedicated and accepted for maintenance;

WHEREAS, City staff has worked with the Fire Marshal of the El Paso County Emergency Services District #l to develop a policy whereby permits may be issued for a limited number of lots in a subdivision, provided that public subdivision improvements have been completed to ensure adequate access for emergency services to the permitted lots, including operational fire hydrants, access to nearest improved roadways, construction of a minimal level road improvements;

WHEREAS, said policy also requires the developer to provide a bond or other financial security to the City to guarantee available funds for the completion of all required public subdivision improvements;

WHEREAS, City staff recommends allowing applicant a limited number of permits in an approved subdivision be issued following approval of a final subdivision plat but prior to completion of the public subdivision improvements and recording of the subdivision plat and dedication of public improvements, provided that such construction permits will be for limited number of lots and subject to conditions to allow emergency services access and financial security to assure that the subdivision improvements to be dedicated for public use are completed; and

WHEREAS, the owner of **Rancho Desierto Bello Unit 16 Subdivision** located in the Town of Horizon City has requested approval of early start construction by the use of conditional building permits and has satisfied all the conditions of the City's policy

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

The City Council authorizes the issuance of conditional building permits for eleven (11) new residential structures (15% of 74 lots) for **Rancho Desierto Bello Unit 16 Subdivision Plat** after the subdivision plat approval has been reaffirmed but prior to the completion of all public subdivision improvements, subject to the following conditions:

1) Fire hydrant(s) must be installed within 500 feet of the subject lots. Such fire hydrants shall be flow tested and charged. Written confirmation from the Horizon Regional Municipal Utility District (HRMUD) stating that the testing and charging requirements have been met shall be provided prior to commencement of any construction.

2) The subject lots for which conditional permits will be issued shall be located along the street(s) within the subdivision that are closest to an improved public roadway.

3) The access roadways to the subject lots shall be constructed to the extent that curb and gutter have been completed and, at a minimum, be improved with tested and field-approved base course by the Town Engineer, or his designee.

4) Work done under any Conditional Building Permit cannot be concealed and shall remain open for inspection and can only proceed to the point where the next sequential inspection is required.

5) The application for approval of the Final Subdivision Plat and the financial security required by Section 4.10.3 of the Town's Subdivision Ordinance No. 0035 for the completion of all public improvements in the subdivision shall be submitted and approved prior to the commencement of construction under any conditional building permit.

6) Prior to the completion of the public improvements or any construction of the residential units on the lots, the final subdivision plat shall be recorded.

7) No final Inspection will be carried out, nor will any Certificates of Occupancy be issued by the Building Official until all of the public improvements have been completed, inspected, dedicated and accepted by the Town for maintenance.

Passed and approved the_____ day of April 2025.

TOWN OF HORIZON CITY, TEXAS

By: _____
Andres Renteria, Mayor

ATTEST:

By:_____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By:_____
Sylvia Borunda Firth, City Attorney

DEVELOPER CERTIFICATION
Conditional Building Permit (for Early Start Construction)

Developer/Owner Name: SDC Development LLC

Subdivision: Rancho Desierto Bello 16

Subdivision Address: See Plat

Preliminary Plat Approval Date: October 10, 2023

Conditional Permit Requested for Number of Lots: 11

Identify Lots/Addresses: 14344, 14348, 14352,14356,14360, 14364, 14349,14353, 14357, 14361 and 14365 Star Cactus Ave.

Description of Work: Home Construction

Permit No. _____

I certify that I am the owner of the property and I have received approval of a Final Subdivision Plat for the above-referenced subdivision and such plat has been recorded and filed of record with the County of El Paso Clerk's Office. I have requested that the Town of Horizon City issue a Conditional Building Permit for a portion of the lots in the subdivision which does not exceed 15% of the total number of lots or the maximum number of 20 lots, whichever is less, as further identified above, prior to the acceptance of the public subdivision improvements.

I assume all risk and responsibility due to the construction of the work included in any Conditional Building Permit, and will strictly adhere to all code requirements. In the event that I cannot obtain final inspection, approval and acceptance for the subdivision improvements, it will be my responsibility to return the subject site to its condition prior to commencement of construction.

I acknowledge that in order to expedite the issuance of the Conditional Building Permit, the Town of Horizon City has imposed certain conditions and that I am responsible for satisfying those conditions as they apply to work included in any Conditional Building Permit, as follows:

1) The total number of Conditional Building Permits may not exceed 15% of the total number of lots in the subject subdivision and, in any event, shall not exceed a maximum number of 20 Conditional Building Permits in any subdivision.

2) Fire hydrant(s) must be installed within 500 feet of the subject lots. Such fire hydrants shall be flow tested and charged. Written confirmation from the Horizon Regional Municipal Utility District (HRMUD) stating that the testing and charging requirements have been met shall be provided prior to commencement of any construction.

3) The subject lots shall be along the street(s) within the subdivision that are closest to the nearest improved public roadway.

4) The access roadways to the subject lots shall be constructed to the extent that curb and gutter have been completed and, at a minimum, be improved with tested and field-approved base course by the Town Engineer, or such other person as designated.

5) Work done under any Conditional Building Permit cannot be concealed and shall remain open for inspection and can only proceed to the point when the next sequential inspection is required.

6) The application for approval of the Final Subdivision Plat and the financial security required by Section 4.10.3 of the Town's Subdivision Ordinance No. 0035 for the completion of all public improvements in the subdivision shall be submitted and approved prior to the commencement of construction under any Conditional Building Permit.

7) Prior to the completion of the public improvements or any construction of the residential units on the lots, the Final Subdivision Plat shall be recorded.

8) No Final Inspection will be performed nor will any Certificates of Occupancy be issued by the Building Official until all of the public subdivision improvements have been completed, inspected, dedicated and accepted by the Town for maintenance.

I understand that I am responsible for notifying the Building Official in writing of the completion of these conditions and that failure to comply will result in a stop work order at the project and no work shall be proceed until these conditions are met.

I AGREE TO INDEMNIFY THE TOWN OF HORIZON CITY, ITS EMPLOYEES, REPRESENTATIVES AND AGENTS (INDEMNIFIED PARTIES) AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM ANY AND ALL LIABILITY, LOSS OR EXPENDITURE OF ANY KIND OR NATURE WHICH MAY BE SUSTAINED AS A RESULT OF THE CONSTRUCTION UNDER ANY CONDITIONAL BUILDING PERMIT ISSUED.

All contractors must be registered with the Town of Horizon City.

I HEREBY CERTIFY THAT THE INFORMATION PROVIDED HEREIN TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Victor Mendoza
Owner's Name (Print)

5/20/25
Date

Signature

IRENE SCHWEITZ
Notary ID #124161441
My Commission Expires
March 22, 2026

Good afternoon Irene,

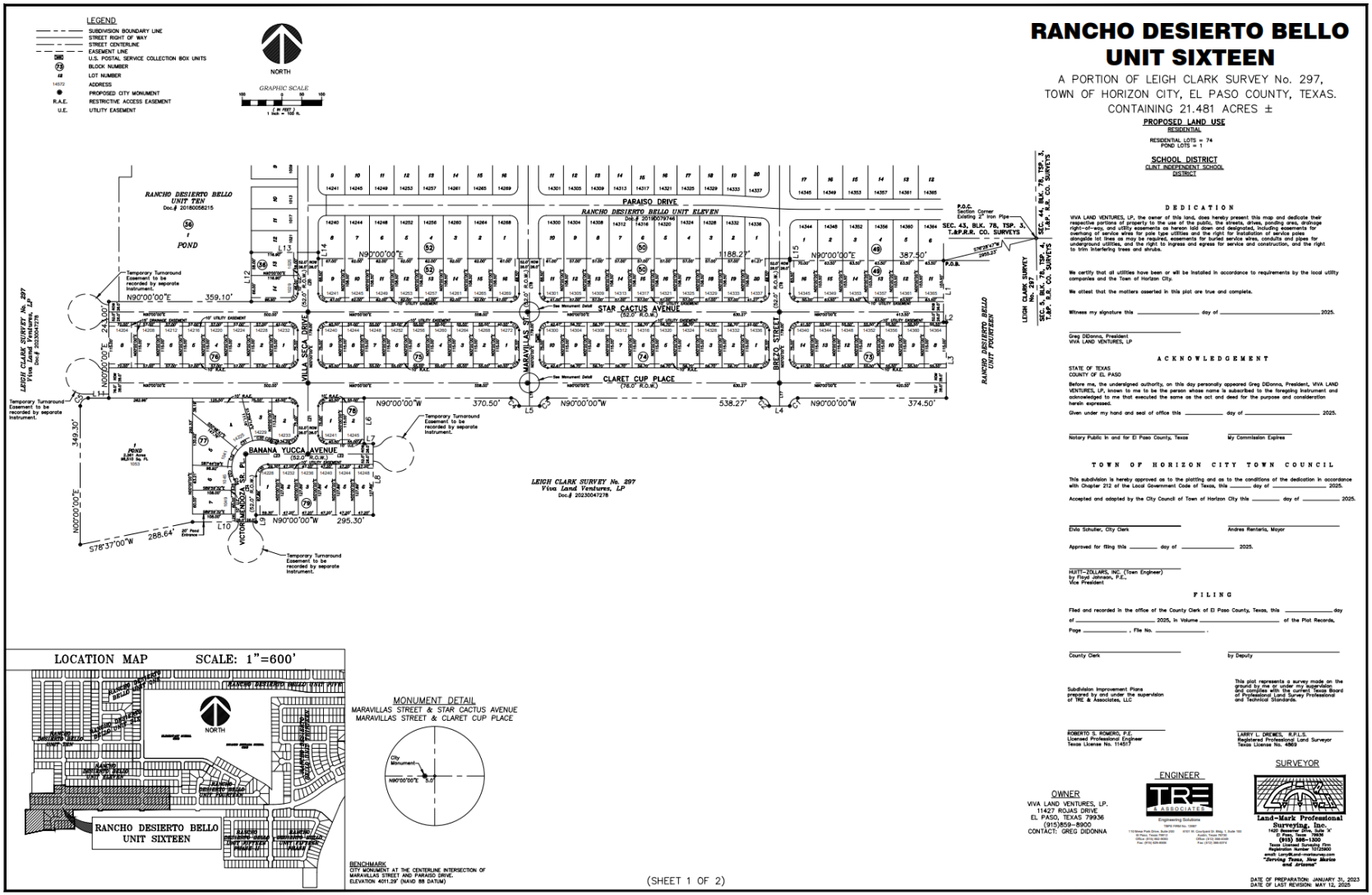
Can you please help us with the attached developer certification for RDB 16? I've also attached the one that you sent me for RDB 14 for reference.

The image below is for the RDB 16 early start also for application reference.



Thank you,

Karen Barraza | Project Manager
P: (915) 852-9093 • F: (915) 629-8506
110 Mesa Park, Ste. 200
El Paso, Texas 79912



RANCHO DESIERTO BELLO UNIT SIXTEEN

A PORTION OF LEIGH CLARK SURVEY No. 297,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS.
CONTAINING 21.481 ACRES ±

PROPOSED LAND USE
RESIDENTIAL

RESIDENTIAL LOTS = 74
POND LOTS = 1

SCHOOL DISTRICT
CLINT INDEPENDENT SCHOOL DISTRICT

DEDICATION

VIVA LAND VENTURES, LP, the owner of this land, does hereby present this map and dedicate their respective portions of property to the use of the public, the streets, drives, ponding area, drainage right-of-way, and utility easements as hereon laid down and designated, including easements for overhang of service wires for pole type utilities and the right for installation of service poles alongside lot lines as may be required, easements for buried service wires, conduits and pipes for underground utilities, and the right to ingress and egress for service and construction, and the right to trim interfering trees and shrubs.

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.

Witness my signature this _____ day of _____ 2025.

Greg DiDonna, President
VIVA LAND VENTURES, LP

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF EL PASO

Before me, the undersigned authority, on this day personally appeared Greg DiDonna, President, VIVA LAND VENTURES, LP, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that executed the same as the act and deed for the purpose and consideration herein expressed.

Given under my hand and seal of office this _____ day of _____ 2025.

Notary Public in and for El Paso County, 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 _____ 2025.

Accepted and adopted by the City Council of Town of Horizon City this _____ day of _____ 2025.

Elvia Schuller, City Clerk — Andres Renteria, Mayor

Approved for filing this _____ day of _____ 2025.

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 _____ 2025, in Volume _____ of the Plat Records, Page _____, File No. _____.

County Clerk — by Deputy

Subdivision Improvement Plans prepared by and under the supervision of TRE & Associates, LLC

This plat represents a survey made on the ground under my supervision and was prepared in accordance with the current Board of Professional Land Survey Professional and Technical Standards.

ROBERTO S. ROMERO, P.E.
Licensed Professional Engineer
Texas License No. 114517

LARRY L. DREWES, R.P.L.S.
Registered Professional Land Surveyor
Texas License No. 4969

OWNER
VIVA LAND VENTURES, LP.
11427 ROJAS DRIVE
EL PASO, TEXAS 79936
(915)859-8900
CONTACT: GREG DIDONNA

ENGINEER
TRE & ASSOCIATES
Engineering Solutions
TBPE FIRM No. 13987
7100 Dean Park Drive, Suite 200 Austin, Texas 78735
Office: (512) 382-9990 Fax: (512) 382-9999
6101 W. Courtyard Dr. Bldg. 1, Suite 100 Austin, Texas 78730
Office: (512) 338-0100 Fax: (512) 338-0101

SURVEYOR
Land-Mark Professional Surveying, Inc.
1420 Precision Drive, Suite 'A'
Las Cruces, NM 88011
(915) 588-1300
Texas Licensed Surveying Firm Registration Number 10125600
email: larry@land-marksurveys.com
"Serving Texas, New Mexico and Arizona"

DATE OF PREPARATION: JANUARY 31, 2023
DATE OF LAST REVISION: MAY 12, 2025

TOWN OF HORIZON CITY

RESOLUTION

WHEREAS, the Living in A Retired State (L.I.A.R.S.) Veterans Association will be hosting a Veteran's Day Expo to be held on November 8, 2025, from 12:00 to 4:00 p.m., at Desmond Corcoran Park and Oz Glaze Senior Center;

WHEREAS, the City Council has determined that a public purpose is being served by creating an event to support military veterans who reside in the Town of Horizon City;

WHEREAS, the Town of Horizon City will benefit from the entertainment provided by the Veteran's Day Expo; and

WHEREAS, the City Council has determined that the Town of Horizon will further be benefitted by sponsoring the Veteran's Day Expo.

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

The City will waive the special event fees to use the city's facilities for the Veteran's Day Expo which is about $500.00 in return for being listed as an event sponsor.

PASSED AND APPROVED THE ____ day of August, 2025.

TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

By:_____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By:_____
Sylvia Borunda Firth
City Attorney

TOWN OF HORIZON CITY
MEMORANDUM

Date: August 12, 2025

To: Honorable Mayor and Members of City Council

From: Art Rubio, Chief Planner

SUBJECT: **2nd Reading** An **Ordinance** adopting a **Zoning** change within the municipal limits of the Town of Horizon City, Texas; rezoning 66.86 acres. Lots 1 through 11, Blocks 7 and 8, Horizon Country Club Estates Unit One, from R-4 (Single/Two Family Dwelling) and R-2 (Single-Family Dwelling), to Ponding area. Lots 1 through 23, Blocks 8 through 10 and Block 9, Horizon Country Club Estates Unit One, from R-4 (Single/Two Family Dwelling) to T3 (Suburban). Lots 1 through 27, Blocks 4, 5, 6, 11 through 14, and Block 12, Horizon Country Club Estates Unit One, from R-4 (Single/Two Family Dwelling) to T4 (Urban). Lots 1 through 30, Blocks 1 through 3 and Blocks 17 through 22, Horizon Country Club Estates Unit One, Two, and Three, from R-4 (Single/Two Family Dwelling) and C-1 Commercial, to T5 (Mixed-Use). Lots 1 through 10, Block 16, Horizon Country Club Estates Unit Two, from R-4 (Single/Two Family Dwelling), to be Rezoned to Civic. Authorizing the notation of the change on the official zoning map of the Town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

On June 16, 2025, the Planning & Zoning Commission unanimously recommended approval of the Transit Oriented Development Rezone.

On June 17, 2025, Horizon City and Able City hosted a Community Meeting at the Oz Glaze Community Center.

On July 08, 2025, the City Council approved the 1st reading of the Transit Oriented Development Rezone.

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

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A ZONING CHANGE WITHIN THE MUNICIPAL LIMITS OF THE TOWN OF HORIZON CITY, TEXAS; REZONING 66.86 ACRES.

LOTS 1 THROUGH 11, BLOCKS 7 AND 8, HORIZON COUNTRY CLUB ESTATES UNIT ONE, FROM R-4 (SINGLE/TWO FAMILY DWELLING) AND R-2 (SINGLE-FAMILY DWELLING), TO PONDING AREA.

LOTS 1 THROUGH 23, BLOCKS 8 THROUGH 10 AND BLOCK 9, HORIZON COUNTRY CLUB ESTATES UNIT ONE, FROM R-4 (SINGLE/TWO FAMILY DWELLING) TO T3 (SUBURBAN).

LOTS 1 THROUGH 27, BLOCKS 4, 5, 6, 11 THROUGH 14, AND BLOCK 12, HORIZON COUNTRY CLUB ESTATES UNIT ONE, FROM R-4 (SINGLE/TWO FAMILY DWELLING) TO T4 (URBAN).

LOTS 1 THROUGH 30, BLOCKS 1 THROUGH 3 AND BLOCKS 17 THROUGH 22, HORIZON COUNTRY CLUB ESTATES UNIT ONE, TWO, AND THREE, FROM R-4 (SINGLE/TWO FAMILY DWELLING) AND C-1 COMMERCIAL, TO T5 (MIXED-USE).

LOTS 1 THROUGH 10, BLOCK 16, HORIZON COUNTRY CLUB ESTATES UNIT TWO, FROM R-4 (SINGLE/TWO FAMILY DWELLING), TO BE REZONED TO CIVIC.

AUTHORIZING THE NOTATION OF THE CHANGE ON THE OFFICIAL ZONING MAP OF THE TOWN; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; REPEALER; SEVERABILITY; AND PROPER NOTICE AND HEARING.

WHEREAS, an application was made to change a designated zone for a parcel of property as identified herein within the municipal limits of the Town of Horizon City; and

WHEREAS, said application was forwarded to and considered by the Town of Horizon City
Planning and Zoning Commission; and

WHEREAS, the Planning and Zoning Commission has complied with all state and local laws affecting the changing of zones and held a public hearing to obtain public comments; and

WHEREAS, the Planning and Zoning Commission has recommended that the zoning on 66.86-acres of property be rezoned to T3 (Suburban), T4 (Urban) and T5 (Mixed-Use Zoning District and Civic; and

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

WHEREAS, the notice required by the Texas Local Government Code has been published in the official newspaper and given to adjacent property owners; and

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

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

WHEREAS, the Town Council in its decision for rezoning finds that such rezoning is in the public interest of the Town of Horizon City, Texas; and

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

WHEREAS, pursuant to Texas Local Government Code Chapter 211, the Town is authorized to promulgate and enforce zoning regulations; and

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

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

I. REZONING

The zoning be changed for 66.86-acres of property to **T3 (Suburban), T4 (Urban), T5 (Mixed-Use) and Civic** Zoning District within the meaning of the Zoning Ordinance contained in Chapter 14B -Transit Oriented Development ("TOD") District Zoning Regulations on the Horizon City Municipal Code, for approximately 66.86-acres, more or less, and legally described by Metes & Bounds and Survey Maps, Exhibit "A" attached hereto and by reference included herein:

II. ZONING MAP

The zoning map for the Town of Horizon City shall be modified to include the zoning changes directed by this ordinance.

III. FINDINGS OF FACT

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

IV. REPEALER

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

V. 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.

VI. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED this the ___ day of _____, 2025, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the Town Council of Horizon City, Texas.

Town of Horizon City

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, TRMC, City Clerk

APPROVED AS TO FORM:

_____
Sylvia Borunda Firth, City Attorney

First Reading: 07/08/2025
Second Reading: 08/12/2025

EXHIBIT "A"

BROCK & BUSTILLOS INC.
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President – Surveying
HECTOR MARTINEZ, P.E.
Associate Partner

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION
(T.O.D. Rezoning)

A 76.1663 acres parcel situate within the corporate limits of the City of Horizon, El Paso County, Texas as all of Blocks 1-15, Horizon Country Club Estates Unit One, as recorded in Book 27, Page 21, El Paso County Plat Records; all of Blocks 16-19 and portion of Block 20, Horizon Country Club Estates Unit Two, as recorded in Book 27, Page 20, El Paso County Plat Records; and all of Block 22, Horizon Country Club Estates Unit 3, as recorded in Book 27, Page 53, El Paso County Plat Records and being more particularly described by metes and bounds as follows:

BEGINNING at a disturbed 3/8 inch rebar found along the southeasterly right-of-way line of Darrington Road (120 feet wide), near the northwesterly corner of Lot 1, Block 9, Horizon Country Club Estates Unit One, identical to the southwesterly corner of Lot 1, Block 44, Horizon Heights Unit Ten as recorded in Book 42, Page 10, El Paso County Plat Records;

THENCE, leaving the easterly right-of-way line of said Darrington Road and following the boundary line common to said Horizon Country Club Estates Unit One and Horizon Heights Unit Ten, South 86°58'14" East (South 89°56'57" East~record), a distance of 2,274.65 feet to the west right-of-way line of Rodman Street (60 feet wide) for the northeast corner of the parcel herein described, identical to the northeast corner of Lot 20, Block 10, Horizon Country Club Estates Unit One;

THENCE, leaving the boundary line common to said Horizon Country Club Estates Unit One and Horizon Heights Unit Ten and following the west right-of-way line of said Rodman Street, South 02°25'31" West (South 00°33'12" East~record), a distance of 2,177.68 feet to the southeast corner of Lot 26, Block 20, Horizon Country Club Estates Unit Two for the southeast corner of the parcel herein described, identical to the northeast corner of Lot 1, Block 20, Horizon Country Club Estates Unit Two;

THENCE, leaving the westerly right-of-way line of said Rodman Street and following the boundary line common to Lots 26-23 and Lots 1-8, Block 20, Horizon Country Club Estates Unit Two, North 87°34'29" West (South 89°26'48" West~record), a distance of 330.00 feet to an angle point of the parcel herein described, identical to the northwest corner of said Lot 8;

THENCE, leaving the boundary line common to said Lots 26-23 and Lots 1-8 and following the boundary line common to said Lot 23 and Lot 4, Block 23, Horizon Country Club Estates Unit Two Replat "A", as recorded in Doc. No. 20200028798, El Paso County Plat Records and Lot 5, Block 23, Horizon Country Club Estates Unit Two Replat "B", as recorded in Doc. No. 20230039430, El Paso County Plat Records, North 28°45'09" West (North 28°43'36" West~record), a distance of 82.40 feet to a 1/2 inch rebar with survey cap No. "TX 5152" found for an angle point of the parcel herein described;

THENCE, continuing along the boundary line common to said Lots 23 and 5, North 59°54'23" East (North 59°55'56" East~record), a distance of 107.18 feet to a chiseled "X" found on the

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southwesterly right-of-way line of Rossman Drive (60 feet wide) for the beginning of a non-tangent curve to the right;

THENCE, leaving the boundary line common to said Lots 23 and 5 and following the southwesterly right-of-way line of said Rossman Drive, along the arc of said non tangent curve to the right having a radius of 70.00 feet, a central angle of 30°02'49", an arc length of 36.71 feet and whose long chord bears North 19°16'45" West (North 19°15'12" West~record), a distance of 36.29 feet to a chiseled "X" found for a point of reverse curvature;

THENCE, continuing along the southwesterly right-of-way line of said Rossman Drive, along the arc of a curve to the left having a radius of 30.00 feet, a central angle of 25°52'07", an arc length of 13.54 feet and whose long chord bears North 17°11'07" West (North 17°09'34" West~record), a distance of 13.43 feet to a 1/2 inch rebar with survey cap No. "TX 5152" found for a point of tangency;

THENCE, continuing along the southwesterly right-of-way line of said Rossman Drive, North 30°05'37" West (North 30°04'04" West~record), a distance of 186.24 feet to a 5/8 inch rebar with survey cap No. "TX 5586" found for a point of curvature;

THENCE, continuing along the southwesterly right-of-way line of said Rossman Drive, along the arc of a curve to the left having a radius of 20.00 feet, a central angle of 89°58'58", an arc length of 31.41 feet and whose long chord bears North 75°05'37" West (North 75°04'04" West~record), a distance of 28.28 feet to the southeasterly right-of-way line of Delake Drive (60 feet wide) for a point of tangency of the parcel herein described;

THENCE, following the southeasterly right-of-way line of Delake Drive, South 59°54'23" West (South 59°55'56" West~record), a distance of 535.00 feet to a point of curvature;

THENCE, continuing along the southeasterly right-of-way line of Delake Drive along the arc of a curve to the left having a radius of 20.00 feet, a central angle of 89°58'05", an arc length of 31.40 feet and whose long chord bears South 14°56'34" West (South 14°55'56" West~record), a distance of 28.28 feet to a 5/8 inch rebar found on the southeasterly right-of-way line of said Darrington Road for the southwesterly corner of the parcel herein described, identical to a northwesterly corner of Lot 3, Block 23, Horizon Country Club Estates Unit Two Replat A;

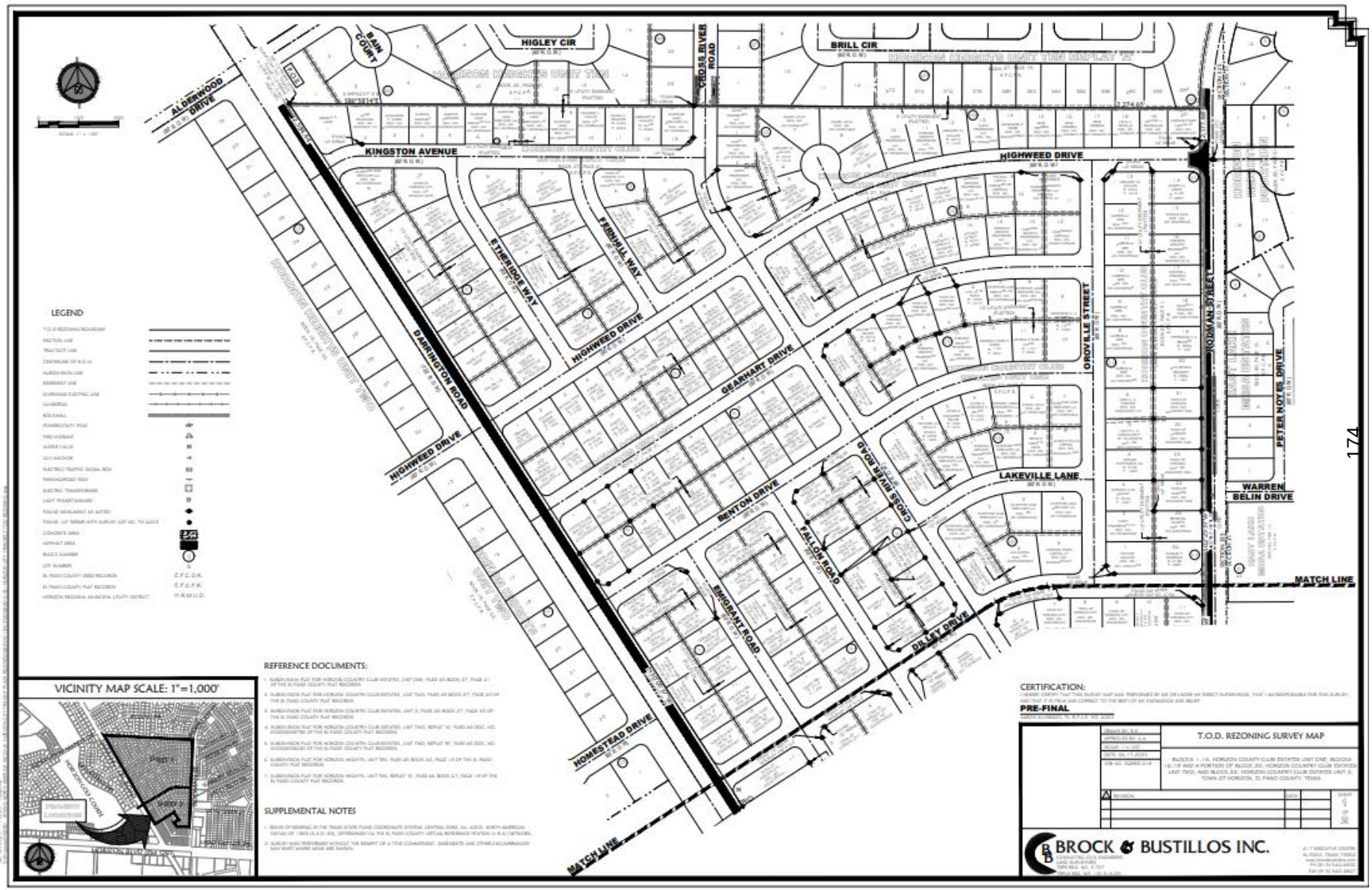
THENCE, following the southeasterly right-of-way line of said Darrington Road, North 30°05'37" West (North 33°04'20" West~record), a distance of 2,584.44 feet to the ***POINT OF BEGINNING***.

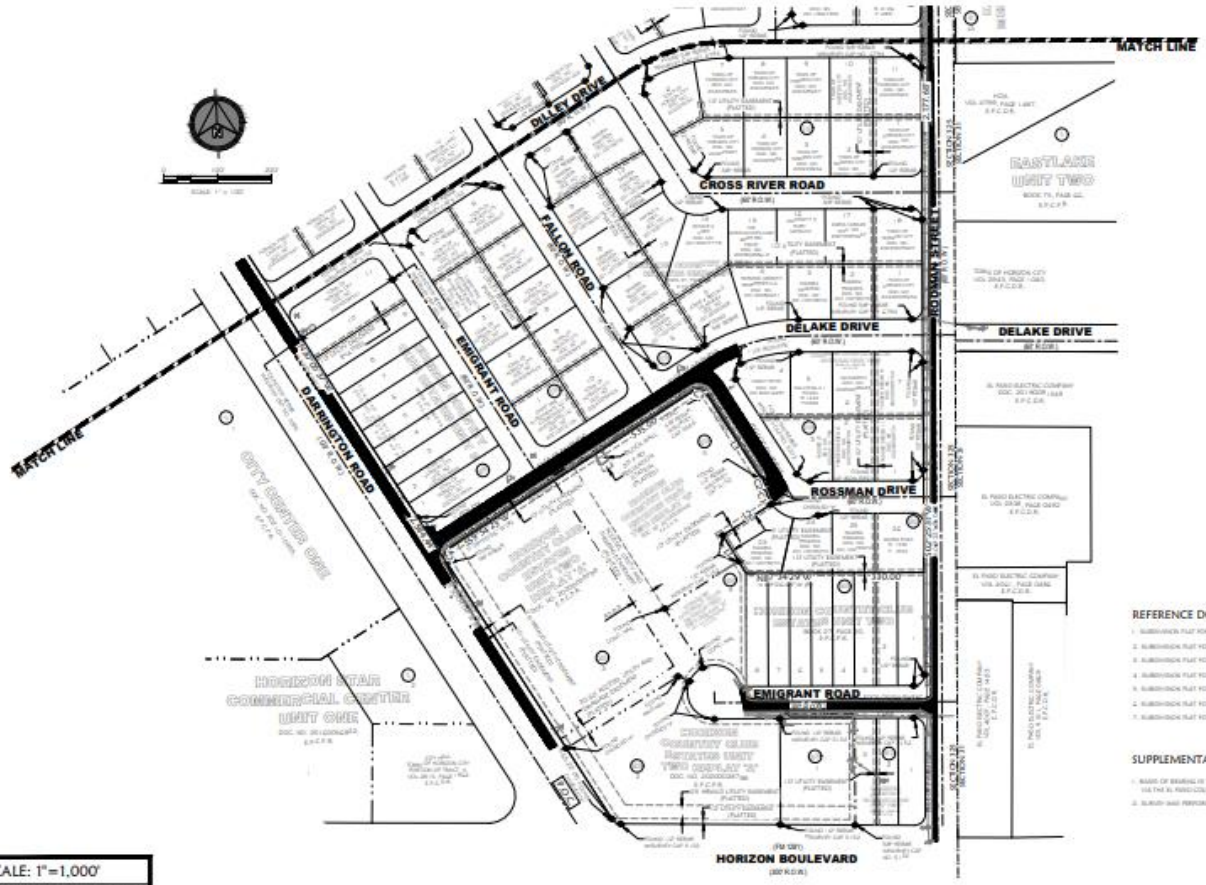
Said parcel containing 76.1663 acres (3,317,804.6 square feet), more or less, and being subject to all easements, restrictions and covenants of record.7

Aaron Alvarado, TX. R. P. L. S. No. 6223
Date: May 23, 2025
06880-018- HORIZON CITY TOD REZONE-DESC.docx



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ALDERWOOD DRIVE
SAN COURT
HIGLEY CIR
BRILL CIR
CROSS RIVER ROAD
KINGSTON AVENUE
HIGHWEED DRIVE
FERMILL WAY
ETHERIDGE WAY
DARRINGTON ROAD
GEARHART DRIVE
OROVILLE STREET
JODMAN STREET
PETER NOYES DRIVE
WARREN BELIN DRIVE
LAKEVILLE LANE
BENTON DRIVE
CROSS RIVER ROAD
FALLON ROAD
EMIGRANT ROAD
DRURY DRIVE
HOMESTEAD DRIVE
MATCH LINE
MATCH LINE
LEGEND
E.P.C.D.R.
E.P.C.P.R.
H.M.M.U.D.
VICINITY MAP SCALE: 1"=1,000'
REFERENCE DOCUMENTS:
SUPPLEMENTAL NOTES
CERTIFICATION:
PRE-FINAL
T.O.D. REZONING SURVEY MAP
BROCK & BUSTILLOS INC.



VICINITY MAP SCALE: 1"=1,000'



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S28°41'03"E	82.30'
L2	S61°18'57"W	127.18'
L3	N28°41'03"W	142.53'
L4	N61°18'57"E	82.30'
L5	S28°41'03"E	127.18'
L6	N28°41'03"W	142.53'

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	70.00'	30°00'00"	36.71'	S13°11'23"W	36.29'
C2	60.00'	26°52'07"	28.14'	S13°11'23"W	27.88'
C3	20.00'	89°59'59"	31.41'	S73°00'57"W	28.28'
C4	20.00'	89°59'59"	31.41'	S16°59'03"E	28.28'
C5	70.00'	30°00'00"	36.71'	S13°11'23"W	36.29'
C6	60.00'	26°52'07"	28.14'	S13°11'23"W	27.88'
C7	20.00'	90°00'00"	31.42'	S73°00'57"W	28.28'
C8	20.00'	90°00'00"	31.42'	S16°59'03"E	28.28'

PRE-FINAL

T.O.D. REZONING SURVEY MAP

BLOCKS 1-15, HORIZON COUNTY CLUB ESTATES UNIT ONE; BLOCKS 1&2, 18 AND A PORTION OF BLOCK 20, HORIZON COUNTRY CLUB ESTATES UNIT TWO, AND BLOCK 22, HORIZON COUNTRY CLUB ESTATES UNIT 2, TOWN OF HORIZON, EL PASO COUNTY, TEXAS

REVISION	DATE	BY

BROCK & BUSTILLOS INC.

TOWN OF HORIZON CITY
Planning and Zoning Commission Staff Report

Case No.: ZRZ25-0001
Transit Oriented Development
Application Type: **Rezoning**
P&Z Hearing Date: June 16, 2025
Staff Contact: Art Rubio
915-852-1046 Ext. 407; arubio@horizoncity.org

Address/Location: Properties between Darrington Rd and Rodman St
Nearest Park: Desmond Corcoran Park
Nearest School: Horizon Middle School
Legal Description: Blocks 1 through 15, Horizon Country Club Estates Unit One; Blocks 16 through 19 and a portion of Block 20, Horizon Country Club Estates Unit Two; and Block 22, Horizon Country Club Estates Unit Three, Town of Horizon City, El Paso County, Texas.

	Current Land Use	Proposed Changes
1	Vacant	Lots 1 through 11, Blocks 7 and 8, Horizon Country Club Estates Unit One, currently zoned R-4 and R-2 Residential, are proposed to be rezoned to **Ponding.**
2	Vacant	Lots located in Blocks 8 through 10 and Block 9, Horizon Country Club Estates Unit One, including but not limited to Lots 1 through 23, currently zoned R-4 Residential, are proposed to be rezoned to **T3: Suburban.**
3	Vacant	Lots located in Blocks 4, 5, 6, 11 through 14, and Block 12, Horizon Country Club Estates Unit One, including but not limited to Lots 1 through 27, currently zoned R-4 Residential, are proposed to be rezoned to **T4: Urban.**
4	Vacant	Lots located in Blocks 1 through 3 and Blocks 17 through 22, Horizon Country Club Estates Units One, Two, and Three, including but not limited to Lots 1 through 30, currently zoned R-4 Residential and C-1 Commercial, are proposed to be rezoned to **T5: Mixed-Use.**
5	Vacant	Lots 1 through 10, Block 16, Horizon Country Club Estates Unit Two, currently zoned R-4 Residential, are proposed to be rezoned to **Civic.**

Application Description:
On a **Rezoning** application request **(Case No. ZRZ25-0001)** to approve a change affecting approximately 66.86 acres within the Horizon Country Club Estates. The purpose of the rezoning is to reclassify the area into a series of Transect Zones consistent with the Town's Transit-Oriented Development (TOD) plans. Application submitted by Applicant/Representative Able City.

Notice:
In accordance with Section 211.007 of the Texas Local Government Code, notices of the June 16, 2025, public hearing were sent to the school district of jurisdiction and to those property owners within 200 feet of the subject property on May 29, 2025, and posted in the El Paso Times on May 31, 2025. In addition, the applicant is required to erect signs notifying the public of the proposed rezoning on the site proposed for rezoning fifteen (15) days prior to the Planning and Zoning Commission public hearing. This requirement has been met on May 30, 2025.

Vision 2020 – Future Land Use Map Designation:
Horizon City Vision 2020 Strategic Master Plan designates this area for the following uses: low-, medium-, and high-density single family residential; multi-family residential; commercial; public; and parks and open space in accordance with the map and legend below. The developer is proposing a land use plan that includes commercial and single-family residential.



LEGEND

LAND USE DESIGNATIONS

- Low Density - Single Family
- Medium Density - Single Family
- High Density - Single Family
- Multi-Family
- Mixed Use
- Commercial
- Industrial
- Public
- Parks and Open Space
- Districts
- Corridors

CENTERS

- Civic
- Recreation
- Market
- Employment

Staff Recommendation:
Staff recommends ***approval*** of the request to rezone 66.86 acres.

Planning Division Comments:
This development proposes R-3 (Single-Family Dwelling) development throughout with pockets of commercial at major intersections. The proposed R-3 zone will allow for minimum lot sizes of 5,500 square feet, where the predominant and compatible zone in the area is R-3 with commercial zoning in the area adjacent to Eastlake Blvd. The City's Comprehensive Plan calls for low-, medium-, and high-density single family residential in this area. The rezoning will support the proposed subdivisions coming to the area.

The future land use plan designates this area to provide a variety of housing types, to include single and multi-family residential. Approving this development's land use plan and rezoning request will increase the variety in the type of residential dwellings offered.

Planning Comments:
No comments

Town Engineer Comments:
No comments

El Paso County 9-1-1 District:
The 9-1-1 District has no comments or concerns regarding this rezoning.

TxDOT Comments:
No comments

El Paso Electric Company:
We have no comments for rezoning request.

Texas Gas Service:
In reference to rezoning of TOD Area, Texas Gas Service has two mains (a High Pressure & a Medium Pressure mains) along Delake Dr between Darrington Rd and Rossman Dr. (see image below as reference).
Disclaimer: Texas Gas Service does not allow permanent structures nor trees to be installed on top of TGS gas mains or service lines. If a conflict is anticipated, the developer, contractors or owner representative should contact TGS to relocate the gas main and/or service at the developer's expense.

El Paso Natural Gas / Kinder Morgan:
No comments

Clint ISD:
No comments

El Paso Central Appraisal District (EPCAD):
No comments

HRMUD
No comments

Options available to the Planning and Zoning Commission:

The Planning and Zoning Commission may consider the following options and additional requirements that it identifies when reviewing this Rezoning application:

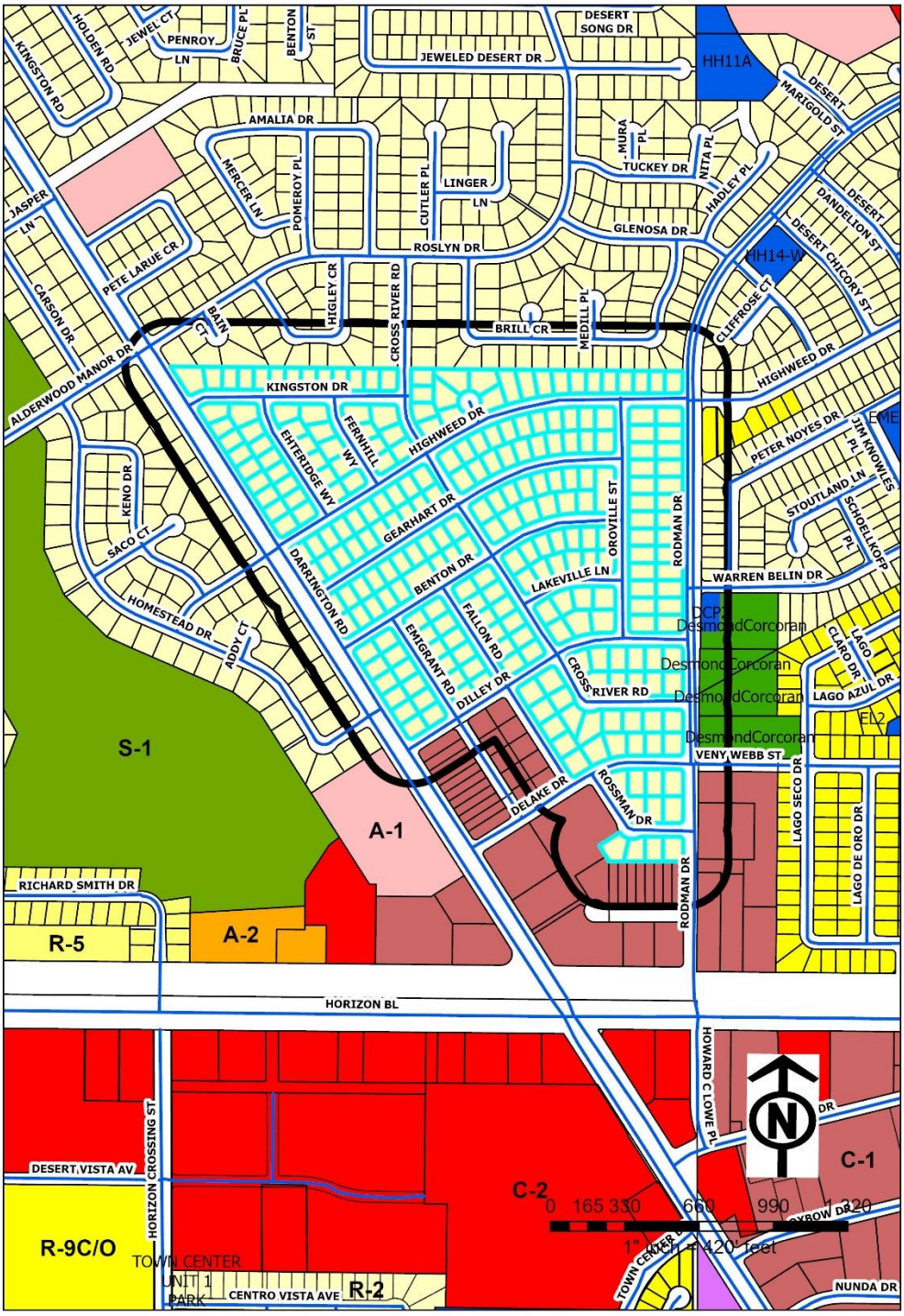
1. Recommend approval of the request for a rezoning of TOD area.
2. Recommend approval of the request for rezoning as stated, including any modifications to bring the rezoning into conformance with the Zoning Ordinance and the Vision 2030: Comprehensive and Strategic Plan.
3. Recommend denial of the Applicant's request for rezoning finding that it is not in conformance with the Zoning Ordinance and/or the Vision 2030: Comprehensive and Strategic Plan.
4. Recommend a set postponement should the Commission determine it is not prepared to make a final recommendation, the applicant requests a postponement or if the Commission needs additional information to make a final recommendation.

Attachments:

1 – Current Zoning Designation
2 – Aerial
3 – Proposed Rezoning Map
4 - Future Land Use Map (Comp Plan)
5 – Survey Maps
6 – Conceptual Plan

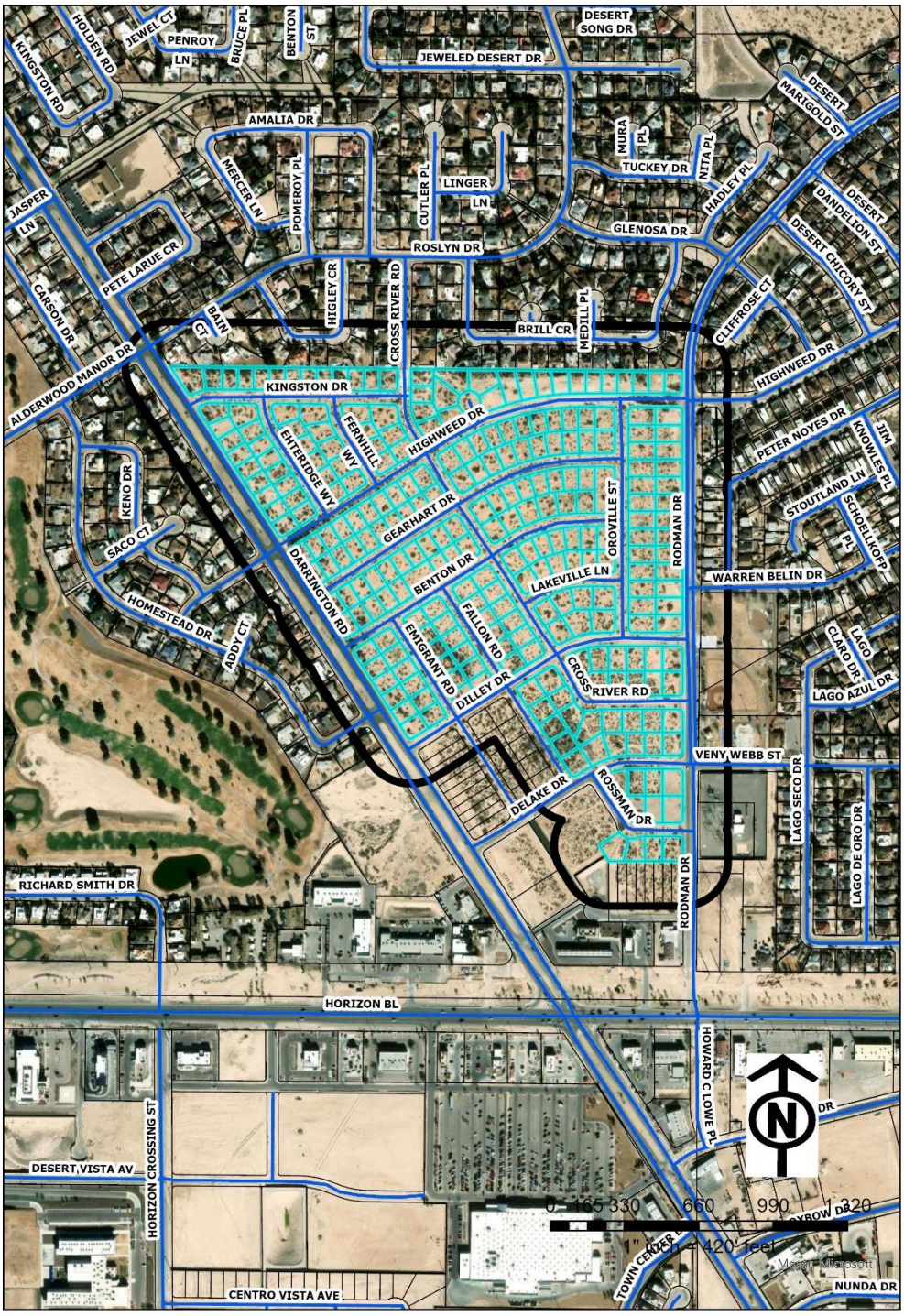
Attachment 1: Current Zoning Designation

Planning & Zoning Commission
City Initiative Rezoning of TOD Area
Case No. ZRZ25-0001

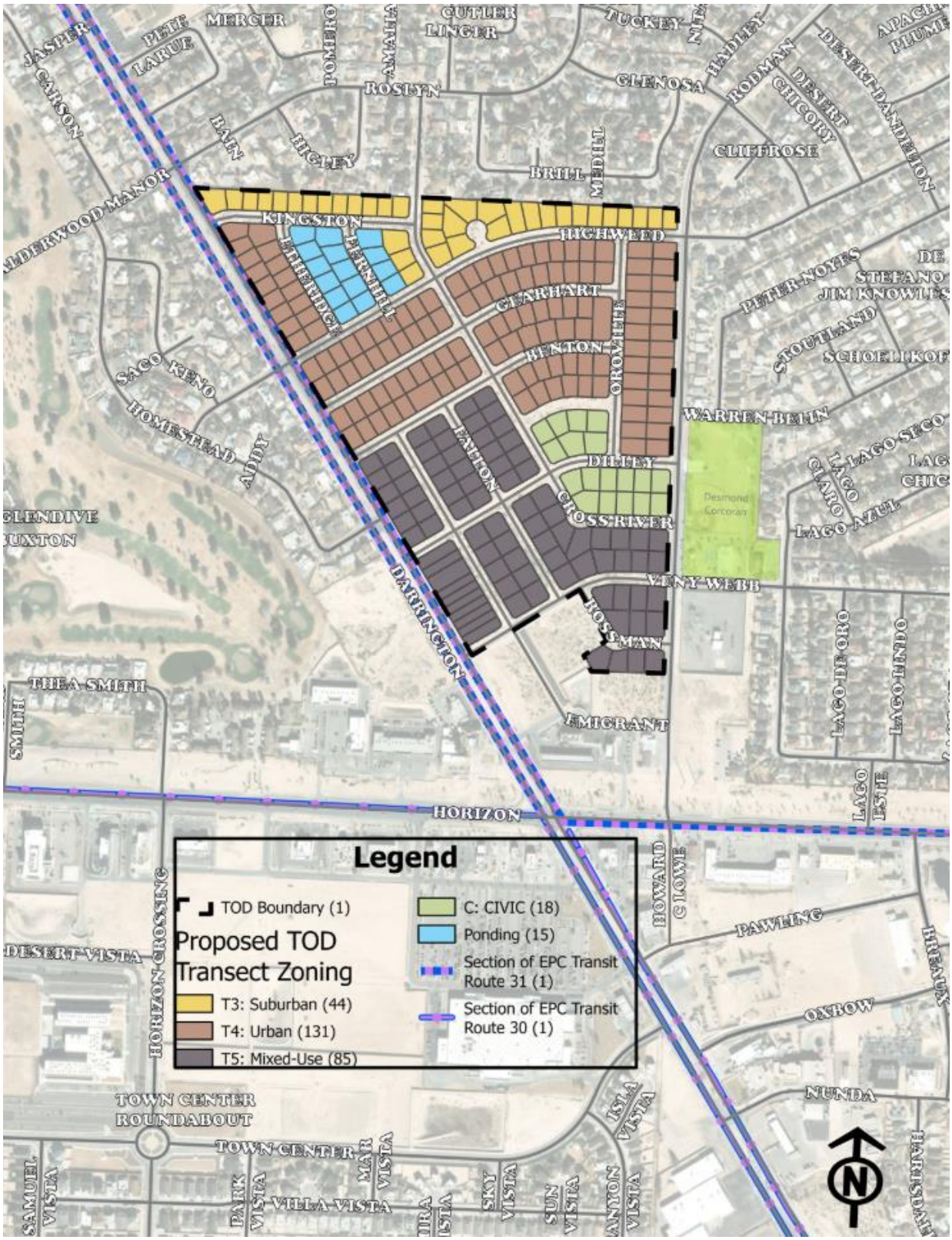


Attachment 2: Aerial

Planning & Zoning Commission
City Initiative Rezoning of TOD Area
Case No. ZRZ25-0001



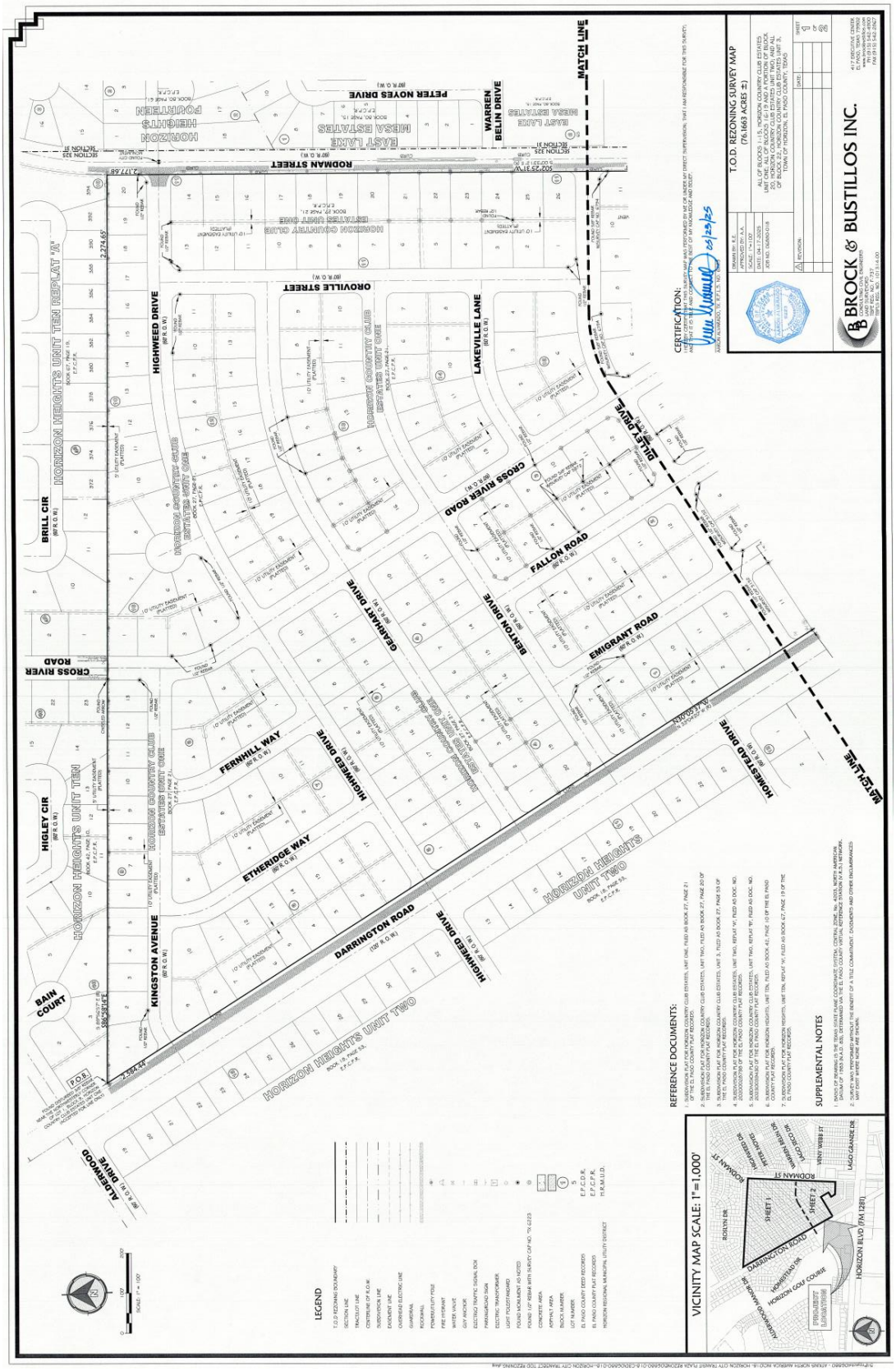
Attachment 3: Proposed Rezoning



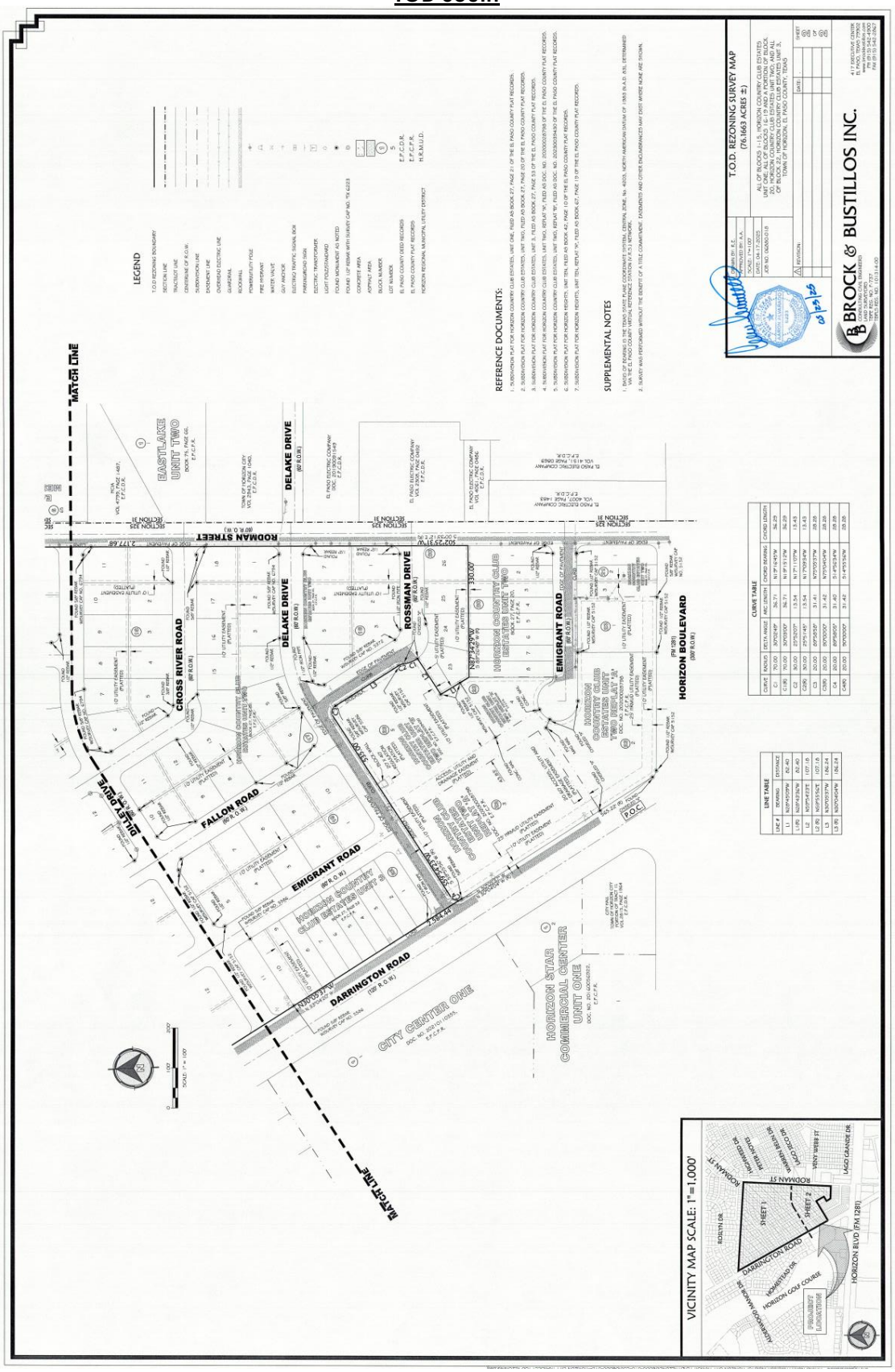
Attachment 4: Future Land Use Map



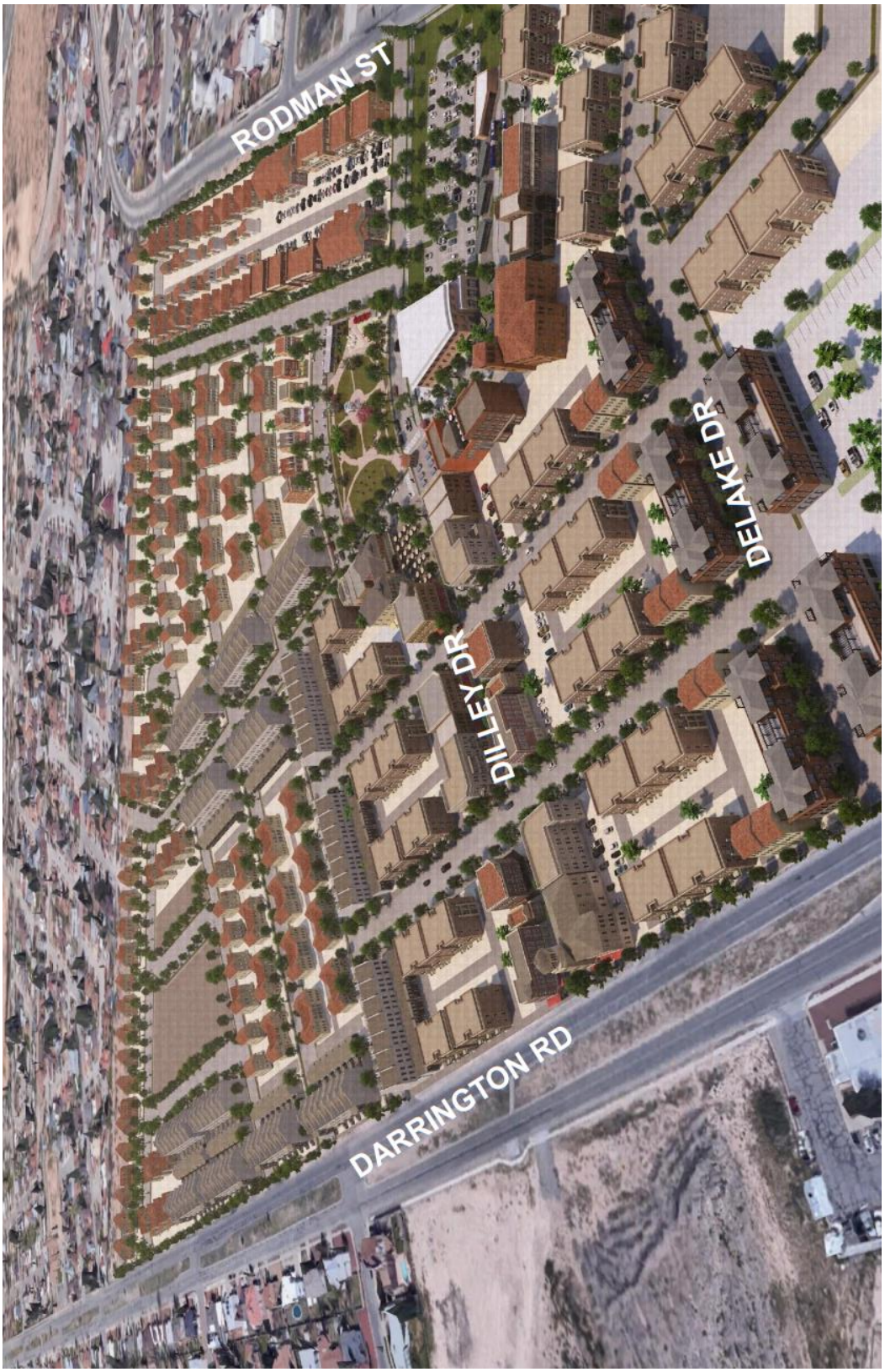
Attachment 5: Survey Maps
TOD North

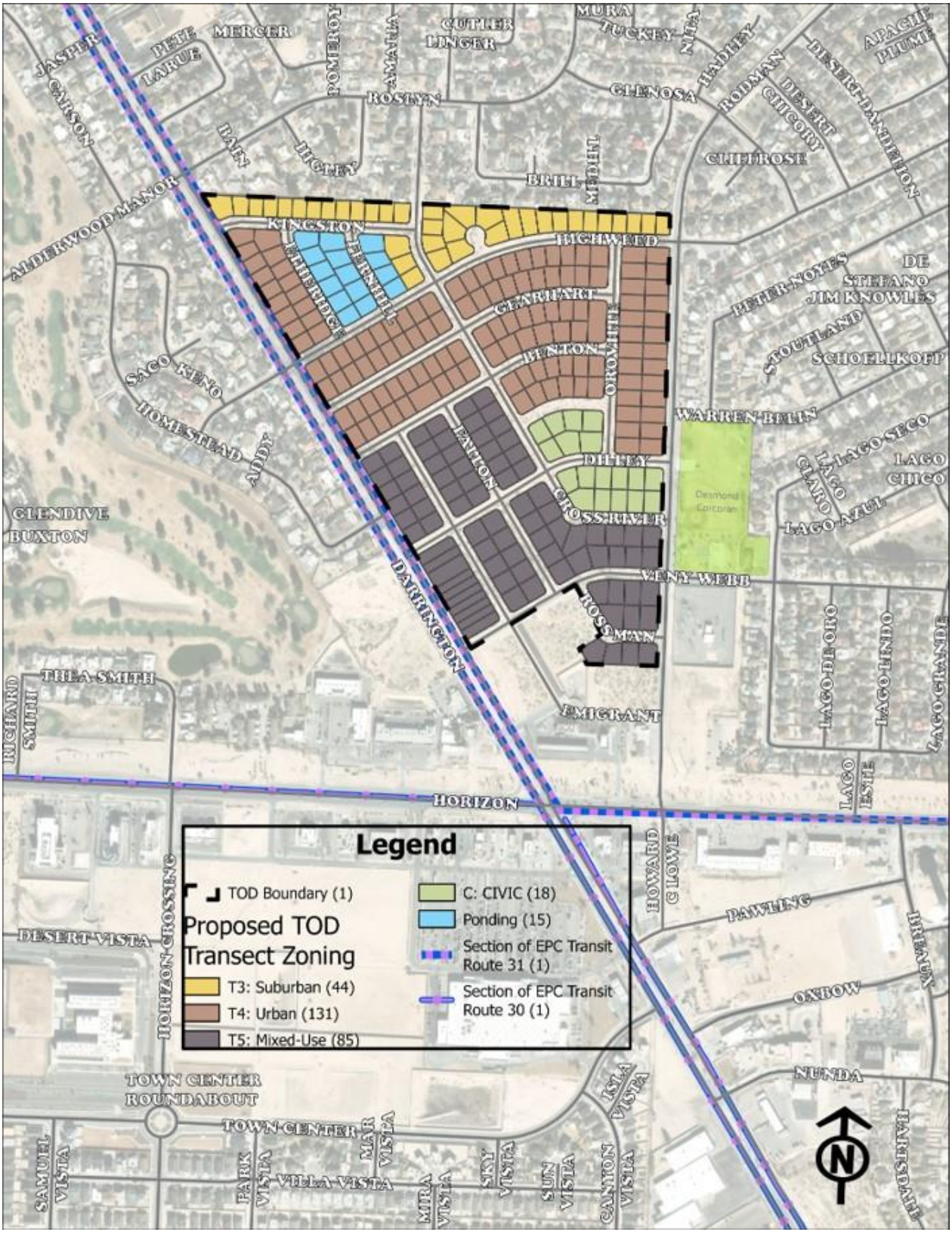

T.O.D. REZONING SURVEY MAP
(76.663 ACRES ±)
BROCK & BUSTILLOS INC.
MATCH LINE
MATCH LINE
ROBERTSON ROAD
ROBERTSON ROAD
ROBERTSON ROAD

Attachment 5: Survey Maps
TOD South



Attachment 6: Conceptual Plan




Legend
TOD Boundary (1)
Proposed TOD Transect Zoning
T3: Suburban (44)
T4: Urban (131)
T5: Mixed-Use (85)
C: CIVIC (18)
Ponding (15)
Section of EPC Transit Route 31 (1)
Section of EPC Transit Route 30 (1)
KINGSTON
HIGHWEED
GEARHEART
BENTON
OROVILLE
DILLEY
FATTON
CROSS RIVER
VENY-WEBB
ROSSMAN
WARREN-BELLN
DARRINGTON
HORIZON
EMIGRANT
TOWN CENTER ROUNDABOUT
TOWN CENTER
HORIZON CROSSING
DESERT VISTA
PAWLING
OXBOW
NUNDA
HOWARD G LOWE
THEA SMITH
RICHARD SMITH
GLENDIVE BUXTON
ALDERWOOD MANOR
SACO KENO
HOMESTEAD
ADDY
LAGO SECO
LAGO CHICO
LAGO AZUL
LAGO DE ORO
LAGO ENCANTO
LAGO GRANDE
LAGO ESTE
SCHOELLKOPF
JIM KNOWLES
DE STEFANO
PETER YOUNG
CLIFFROSE
GLENOSA
ROSLYN
POMEROY
MERCER
PETE LARUE
JASPER
CARSON
BAIN
LIGLEY
BRILL
MEDINI
CUTLER
LINGER
TUCKEY
NITA
HADLEY
RODMAN
DESERT CHICORY
APACHE PLUME
DESERT DANDELION
SAMUEL VISTA
PARK VISTA
VILLA VISTA
MAR VISTA
MIRA VISTA
SKY VISTA
SUN VISTA
CANYON VISTA
KYLA VISTA
N

TOWN OF HORIZON CITY, TEXAS

A RESOLUTION BY THE TOWN OF HORIZON CITY, TEXAS ("CITY") DENYING THE RATE INCREASE PROPOSED BY TEXAS GAS SERVICE COMPANY ("TGS") IN ITS STATEMENT OF INTENT TO CHANGE RATES FILED ON ABOUT JUNE 30, 2025; DIRECTING TGS TO REIMBURSE THE CITY ITS REASONABLE RATE CASE EXPENSES; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETING ACT

WHEREAS, Texas Gas Service Company, a Division of ONE Gas, Inc. ("TGS" or "Company") filed a Statement of Intent with the City on or about June 30, 2025, to increase its annual revenue within its West North Service Area (WNSA), which includes the City;

WHEREAS, the City is a regulatory authority under the Gas Utility Regulatory Act ("GURA") and under Chapter 104, §103.001 et seq. of GURA has exclusive original jurisdiction over TGS's rates, operations, and services within the municipality;

WHEREAS, to maximize the efficient use of resources and expertise in reviewing, analyzing and investigating TGS's rate request and its changes in tariffs, the City joins with other local regulatory authorities to form an alliance of cities known as the Alliance of Texas Gas Municipalities ("ATGM");

WHEREAS, TGS's rate request consists of a material amount of information including its rate-filing package, exhibits, schedules, and workpapers; and

WHEREAS, TGS's rate application is the Company's first general rate case since about 2022;

WHEREAS, TGS proposes to increase its rates by approximately $41.1 million and to consolidate its Central-Gulf Service Area ("CGSA"), the West North Service Area ("WNSA"), and the Rio Grande Valley Service Area ("RGVSA") into a single service area;

WHEREAS, TGS proposed August 19, 2025, as the effective date for its requested change in rates;

WHEREAS, TGS filed its application to increase rates with the Railroad Commission of Texas on the same date as it filed with the City;

WHEREAS, the City will need an adequate amount of time to review and evaluate TGS's requested rate change;

WHEREAS, the City may require the assistance of specialized legal counsel and rate experts to review the merits of TGS's application to increase rates;

WHEREAS, the Railroad Commission's actions and final decision will have a direct impact on rates TGS charges the City and its citizens who are customers of TGS;

WHEREAS, in order for the City's review and participation regarding TGS's proposed increase in rates to be meaningful it is important that the City intervene in any such proceedings at the Railroad Commission of Texas related to TGS's application to increase its revenue and change its rates; and

WHEREAS, after review and analysis, the City concluded that TGS failed to demonstrate that its proposed increase in revenue and its proposed rates are unreasonable.

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

Section 1. The findings set out in the preamble are in all things approved and incorporated herein as if fully set forth.

Section 2. TGS failed to establish that its proposed increase in revenue and its proposed changes in rates are just and reasonable.

Section 3. TGS's proposed increase in revenue and its proposed changes in rates is hereby **DENIED**.

Section 4. The City shall participate in a coalition of cities known as the Alliance of Texas Gas Municipalities ("ATGM"), and authorizes intervention in proceedings related to TGS's Statement of Intent before the Railroad Commission of Texas and related proceedings in courts of law, if any; and

Section 5. The City authorizes the Mayor, at the Mayor's discretion, to intervene in proceedings related to TGS's Statement of Intent before the Railroad Commission of Texas and related proceedings, if any, in courts of law; and

Section 6. The City hereby orders TGS to reimburse the City's rate case expenses consistent with the Gas Utility Regulatory Act and that TGS shall do so on a monthly basis and within 30 days after submission of the City's invoices for the City's reasonable costs associated with the City's activities related to this rate review or related to proceedings involving TGS before the City, the Railroad Commission of Texas, or any court of law.

Section 7. Subject to the right to terminate employment at any time, the City retains and authorizes the law firm of Herrera Law & Associates, PLLC to act as Special Counsel for the City regarding rate proceedings involving TGS, and to retain such experts as may be reasonably necessary for review of the merits of TGS's application in proceedings before the City, the Railroad Commission of Texas, or any court of law.

Section 8. The City, through its Mayor or Mayor's designee, shall review the invoices of the lawyers and rate experts for reasonableness before submitting the invoices to TGS for reimbursement.

Section 9. A courtesy copy of this Resolution shall be mailed to TGS's local representative.

Section 10. To the extent any prior resolution or ordinance related to TGS's rates or services conflicts with this Resolution, this Resolution supersedes the conflicting parts of any such resolution or ordinance.

Section 11. The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 12. This resolution shall become effective from and after its passage.

PASSED AND APPROVED this _____ day of _____, 2025.

TOWN OF HORIZON CITY

By:_____
Andres Renteria, Mayor

ATTEST:

By:_____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By:_____
Sylvia Borunda Firth
City Attorney