HORIZON CITY

Incorporated 1988

AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, May 12, 2026, 6:00 PM

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas will be held on **Tuesday, May 12, 2026 at 6:00 PM** at City Council Chambers Mtg Room, 15021 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:** **3**
Mayor/City Clerk
April 14, 2026 Regular City Council Meeting.
4. **Request to Excuse Absent Council Members:**
5. **Approval of Consent Agenda Items:**

REGULAR AGENDA

6. **Presentation**: **9**
Mayor/Police Chief
On a Proclamation declaring May 11 - May 17, 2025 as Police Week.
7. **Discussion and Action:**
Mayor
On a Resolution to authorize naming the pickleball court located at Oz Glaze in honor of Walter Lee and placing a dedication plaque designating it as the "Walter Lee Pickleball Court".
8. **Discussion and Action:** **10**
Mayor/Police Chief
Approve and authorize the Chief of Police to sign Memorandums of Understanding regarding evidence collection, joint investigations and cross-training between the Emergency Services District 1 Fire Marshals Office and the Horizon City Police Department.
9. **Discussion and Action:**
Mayor/CIP Manager
On an update on the Capital Improvement Program.
10. **Discussion and Action:** **16**
Mayor/Planning Director
On a Resolution ratifying the Mayor's signature on the First Amendment to Agreement Permitting a Limited Encroachment between the Town of Horizon City and Texas Gas Service, a division of One Gas, Inc. to allow for an emergency crossing for the Horizon City Police Department as part of the N. Darrington Road Reconstruction Project.

11. **Discussion:**
Mayor/Planning Director
1st Reading of Ordinance No. 0264 Amendment No. 2, an Ordinance of the City Council of the Town of Horizon City, Texas, amending Ordinance No. 0264, concerning Tax Increment Reinvestment Zone Number One, Town of Horizon City, Texas, established pursuant to Chapter 311 of the Texas Tax Code, by expanding the Boundaries of Tax Increment Financing Reinvestment Zone Number One, Town of Horizon City, Texas.

12. **Discussion and Action:** **27**
Mayor/Finance Director
On the approval of the City's Investment Policy.

13. **Discussion and Action:** **34**
Mayor/Finance Director
A Resolution suspending an increase in rates for 45 days the effective date proposed by Texas Gas Service Company, a Division of ONE Gas, Inc., (the TGS or the Company) in its application filed on or about March 10, 2026, pursuant to section 104.301 of the Gas Utility Regulatory Act.

14. **Discussion and Action:** **41**
Mayor/ Building Official
On a Resolution authorizing the Mayor to sign an Interlocal Agreement between the Town of Horizon City, Texas and the Town of Clint, Texas for the Town of Horizon City, Texas to provide vector control services to the Town of Clint, Texas during the 2026 calendar year.

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

Adjournment:

Motion to Adjournment: _____ 2nd _____

Dated this Wednesday, May 6, 2026

By: _____
Elvia Schuller, City Clerk

I, the undersigned authority, hereby certify that the above notice of the Regular City Council Meeting of the Town of Horizon City, Texas is a correct copy of this notice, and that I posted this notice at least three (3) business days preceding the scheduled meeting at the City Hall Bulletin Boards of the Town of Horizon City, Texas on this Wednesday, May 6, 2026 by 5:00 p.m.

Agenda Removed: _____ Time _____ By _____

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

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

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

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

   Meeting called to order at 6:00pm. City Council Member Scott Quiroz was absent. Quorum established.

2. **Open Forum:**

   No one signed up to speak.

CONSENT AGENDA

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

3. **Approval of Minutes from:**
   Mayor/City Clerk
   March 10, 2026 Regular City Council Meeting.

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

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

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

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

   A motion was made by Council Member Gardea and seconded by Council Member Ames to excuse absent Council Member Quiroz and approve the remainder of the consent agenda. Council Member Avila asked if the motion could be amended to add pulling Item #4 and be heard under the regular agenda. Council Member Gardea amended his motion to include pulling Item #4 to his original motion as requested by Council Member Avila. Council Member Ames seconded the amended motion. The City Clerk polled the council : G. Ortega - Aye, Quiroz – Absent, R. Ortega – Aye, Avila – Aye, Ames – Aye, Gardea – Aye, Mendoza - Aye. Motion Passed.

REGULAR AGENDA

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

   Planning Director, Art Rubio spoke regarding this item.

   A motion was made by Council Member Avila and seconded by Council Member Mendoza to approve the appointment of Jorge Ojeda by Alderman Ruben Mendoza (Place 7) to the Planning and Zoning Commission. The City Clerk polled the council : G. Ortega - Aye, Quiroz – Absent, R. Ortega – Aye, Avila – Aye, Ames – Aye, Gardea – Aye, Mendoza - Aye. Motion Passed.

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

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

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

   Communications Manager, Elva Ramos and Asst. Communications Manager, Irlanda Huerta spoke regarding this item.

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

    EDC Executive Director, Eddie Garcia and Petit and Ayala Consulting Reps, David Petit and Natalie Ayala Hall spoke regarding this item.

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

    SBNG Partner, Tello Cabrera spoke regarding this item.

    A motion was made by Council Member Gardea and seconded by Council Member Mendoza to accept the findings of the Town of Horizon City audit prepared by SBNG, PC for FY2025. The City Clerk polled the council : G. Ortega - Aye, Quiroz – Absent, R. Ortega – Aye, Avila – Aye, Ames – Aye, Gardea – Aye, Mendoza - Aye. Motion Passed.

12. **Discussion and Action:**
    Mayor/Finance Director
    That the Mayor be authorized to sign the revised Interlocal Agreement with the City of El Paso for Public Health Services in FY 2026 and the HIPAA Business Associate Agreement on behalf of the Town of Horizon City and that payment in the amount of $210,555.00 as specified therein is also authorized.

Finance Director, Lily Gaytan spoke regarding this item.
A motion was made by Council Member Mendoza and seconded by Council Member G. Ortega to authorize the Mayor to sign the revised Interlocal Agreement with the City of El Paso for Public Health Services in FY 2026 and the HIPAA Business Associate Agreement on behalf of the Town of Horizon City and that payment in the amount of $210,555.00 as specified therein is also authorized. The City Clerk polled the council : G. Ortega - Aye, Quiroz – Absent, R. Ortega – Aye, Avila – Aye, Ames – Aye, Gardea – Aye, Mendoza - Aye. Motion Passed.

The Mayor called for a 5 minute recess at 7:34 pm to 7:40 pm.

13. **Public Hearing:**
Mayor/Finance Director
2nd Reading of Ordinance No. 0323 Amendment No. 01, An Ordinance amending Ordinance No. 0323 (Amendment No. 01) of The Town of Horizon City, Adopting the Municipal Budget for the 2026 Fiscal Year, to allow for the budgeting and expenditure of funds for Police Department vehicles and lease payments for the Administrative Building; and Providing repealer and severability clauses.

Finance Director, Lily Gaytan spoke regarding this item. No one from the public spoke.

14. **Discussion and Action:**
Mayor/Finance Director
2nd Reading of Ordinance No. 0323 Amendment No. 01, An Ordinance amending Ordinance No. 0323 (Amendment No. 01) of The Town of Horizon City, Adopting the Municipal Budget for the 2026 Fiscal Year, to allow for the budgeting and expenditure of funds for Police Department vehicles and lease payments for the Administrative Building; and Providing repealer and severability clauses.

A motion was made by Council Member Mendoza and seconded by Council Member R. Ortega to approve the Ordinance amending Ordinance No. 0323 (Amendment No. 01) of The Town of Horizon City, Adopting the Municipal Budget for the 2026 Fiscal Year, to allow for the budgeting and expenditure of funds for Police Department vehicles and lease payments for the Administrative Building. The City Clerk polled the council : G. Ortega - Aye, Quiroz – Absent, R. Ortega – Aye, Avila – Aye, Ames – Aye, Gardea – Aye, Mendoza - Aye. Motion Passed.

15. **Discussion and Action:**
Mayor/CIP Manager
On an update on the Capital Improvement Program.

CIP Manager, Jesse Sanchez spoke regarding this item.

A motion was made by Council Member Gardea and seconded by Council Member G. Ortega to accept the report as presented. The City Clerk polled the council : G. Ortega - Aye, Quiroz – Absent, R. Ortega – Aye, Avila – Aye, Ames – Aye, Gardea – Aye, Mendoza - Aye. Motion Passed.

16. **Discussion and Action:**
Mayor/CIP Manager
On the approval of a bid for the project titled "120-foot Self Support Tower", Request for Quote Solicitation No. 2026-104 to Mobile Communications America in the amount of $250,328.00 for the turnkey installation of a new 120-foot self-support tower with concrete foundation and wrought-iron security fence. The work shall be paid for by 2023 Certificates of Obligation. The project completion time is forty-five (45) calendar days from receipt of a Notice to Proceed.

CIP Manager, Jesse Sanchez spoke regarding this item.

A motion was made by Council Member Mendoza and seconded by Council Member R. Ortega to approve the bid for the project titled "120-foot Self Support Tower", Request for Quote Solicitation No. 2026-104 to Mobile Communications America in the amount of $250,328.00 for the turnkey installation of a new 120-foot self-support tower with concrete foundation and wrought-iron security fence. The City Clerk polled the council : G. Ortega - Aye, Quiroz – Absent, R. Ortega – Aye, Avila – Aye, Ames – Aye, Gardea – Aye, Mendoza - Aye. Motion Passed.

Items #17 & #18 were taken together.

17. **Discussion and Action:**
    Mayor/Planning Director
    On a Resolution to authorize the Mayor to sign and execute a Master Interlocal Agreement (MILA) with Region One Education Service Center (ESC1) Cooperative.

18. **Discussion and Action:**
    Mayor/Planning Director
    Authorizing staff to procure grant writing services using ESC1 RFP-25-0165 Professional consulting Services and authorizing the Mayor to sign a contract with GilFlo in an amount not to exceed $70,000.00 for the FY 2026 Safe Streets and Roads for All Program.

Planning Director, Art Rubio spoke regarding items #17 & #18.

A motion was made by Council Member Gardea to authorize the Mayor to sign and execute a Master Interlocal Agreement (MILA) with Region One Education Service Center (ESC1) Cooperative and authorize staff to procure grant writing services using ESC1 RFP-25-0165 Professional consulting Services and authorizing the Mayor to sign a contract with GilFlo in an amount not to exceed $70,000.00 for the FY 2026 Safe Streets and Roads for All Program. Council Member Gardea amended his motion to add “as long as funding is available” to his original motion. The amended motion was seconded by Council Member R. Ortega. The City Clerk polled the council : G. Ortega - Aye, Quiroz – Absent, R. Ortega – Aye, Avila – Aye, Ames – Aye, Gardea – Aye, Mendoza - Aye. Motion Passed.

19. **Discussion and Action:**
    Mayor/Planning Director
    On a Resolution authorizing the Mayor to sign and grant a Perpetual Easement Agreement between the Town of Horizon City ("Grantor") and Hunt Horizon Mesa, LLC ("Grantee") necessitated to permit subdivision signage on City Right-of-Way.

Planning Director, Art Rubio spoke regarding this item.

A motion was made by Council Member Ames and seconded by Council Member R. Ortega to approve the resolution authorizing the Mayor to sign and grant a Perpetual Easement Agreement between the Town of Horizon City ("Grantor") and Hunt Horizon Mesa, LLC ("Grantee") necessitated to permit subdivision signage on City Right-of-Way. The City Clerk polled the council : G. Ortega - Aye, Quiroz – Absent, R. Ortega – Aye, Avila – Aye, Ames – Aye, Gardea – Aye, Mendoza - Aye. Motion Passed.

20. **Discussion and Action:**
    Mayor/Planning Director
    On a Resolution authorizing the Town of Horizon City to sponsor Clint Independent School District on their Run Sober, Run Safe 5K and 1K mile walk by waving the Special Event Permit application fee.

Planning Director, Art Rubio made a floor amendment to this item swapping Clint Independent School District with the Officer Jacob Arellano Foundation. Sgt. Heli Sierra also spoke on this item.

A motion was made by Council Member R. Ortega and seconded by Council Member Avila to approve the resolution authorizing the Town of Horizon City to sponsor the Officer Jacob Arellano Foundation on their Run Sober, Run Safe 5K and 1K mile walk by waving the Special Event Permit application fee. The City Clerk polled the council : G. Ortega - Aye, Quiroz – Absent, R. Ortega – Aye, Avila – Aye, Ames – Aye, Gardea – Aye, Mendoza - Aye. Motion Passed.

21. **Discussion and Action:**
Mayor/Planning Director
On a Resolution to authorize the Mayor to sign a First Amendment to the Inter local Agreement by and between the Town of Horizon City and the Camino Real Regional Mobility Authority for the Dilley, Delake & Transit Center Project to allow for the completion of certain environmental activities as well as the design services necessary for the addition of Cross River Drive and a detention basin to the project plans.

Planning Director, Art Rubio spoke regarding this item.

A motion was made by Council Member Mendoza and seconded by Council Member Ames to approve the resolution authorizing the Mayor to sign a First Amendment to the Inter local Agreement by and between the Town of Horizon City and the Camino Real Regional Mobility Authority for the Dilley, Delake & Transit Center Project to allow for the completion of certain environmental activities as well as the design services necessary for the addition of Cross River Drive and a detention basin to the project plans. The City Clerk polled the council : G. Ortega - Aye, Quiroz – Absent, R. Ortega – Aye, Avila – Aye, Ames – Aye, Gardea – Aye, Mendoza - Aye. Motion Passed.

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

Planner, David Ruiz spoke regarding this item. No one from the public spoke.

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

Planner, David Ruiz spoke regarding this item.

A motion was made by Council Member Ames and seconded by Council Member R. Ortega to approve the Final Replat application for Horizon Manor Unit Three Replat "A" (Case No. SDR26-0001), and authorize the Mayor to sign the recording plat. The City Clerk polled the council : G. Ortega - Aye, Quiroz – Absent, R. Ortega – Aye, Avila – Aye, Ames – Aye, Gardea – Aye, Mendoza - Aye. Motion Passed.

24. **Discussion and Action:**
Mayor/Planning Director
On the acceptance of the roadway and drainage improvements as constructed with the Verdancia Unit 1 Subdivision Construction Phase 2 and 3 for maintenance and to accept the required maintenance bond and a partial release of the performance bond.

Planner, David Ruiz spoke regarding this item.

A motion was made by Council Member R. Ortega and seconded by Council Member Mendoza to accept the roadway and drainage improvements as constructed with the Verdancia Unit 1 Subdivision Construction Phase 2 and 3 for maintenance and to accept the required maintenance bond and a partial release of the performance bond. The City Clerk polled the council : G. Ortega - Aye, Quiroz – Absent, R. Ortega – Aye, Avila – Aye, Ames – Aye, Gardea – Aye, Mendoza - Aye. Motion Passed.

A motion was made by Council Member Gardea and seconded by Council Member Mendoza to adjourn into Executive Session **at 9:12 pm**. The City Clerk polled the council: G. Ortega - Aye, Quiroz – Absent, R. Ortega – Aye, Avila – Aye, Ames – Aye, Gardea – Aye, Mendoza - Aye. Motion Passed.

25. **Executive Session**

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

25A. Deliberation regarding Real Estate acquisition — TOD drainage, ponding and storm water management. 551.071 (Consultation with Attorney) and 551.072 (Deliberations about Real Property)

The Mayor and Council Reconvened into Open Session at 9:40 PM.

25A. Deliberation regarding Real Estate acquisition — TOD drainage, ponding and storm water management. 551.071 (Consultation with Attorney) and 551.072 (Deliberations about Real Property)

A motion was made by Council Member Gardea and seconded by Council Member Mendoza authorize the City's Real Estate Consultant to negotiate as discussed in closed session. The City Clerk polled the council: G. Ortega - Aye, Quiroz – Absent, R. Ortega – Aye, Avila – Aye, Ames – Aye, Gardea – Aye, Mendoza - Aye. Motion Passed.

ADJOURNMENT

A motion was made by Council Member Mendoza and seconded by Council Member Avila to adjourn at **9:41 PM.**

Approved this _____ day of _____, 20__.

Attest:

_____
Elvia Schuller, City Clerk

_____
Andres Renteria, Mayor

Town of Horizon City

PROCLAMATION

WHEREAS, law enforcement officers in Horizon City and throughout the nation dedicate themselves daily to preserving public safety, protecting life and property, and upholding the laws of our community; and

WHEREAS, these officers often perform their duties under hazardous and demanding conditions, placing themselves in harm's way to serve and protect others; and

WHEREAS, it is important to recognize the courage, professionalism, and unwavering commitment demonstrated by our peace officers, as well as to honor those who have made the ultimate sacrifice in the line of duty; and

WHEREAS, National Police Week provides an opportunity for citizens to show appreciation for law enforcement officers and to remember those who have given their lives in service to their communities;

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

That the week of May 10- 16, 2026 be known as:

"National Police Week".

SIGNED, this 12th day of May 2026.

_____ City Mayor Andres Renteria

_____ Council Member Place 1 Guillermo Ortega

_____ Council Member Place 2 Scott Quiroz

_____ Council Member Place 3 Rocio Ortega

_____ Council Member Place 4 Robert Avila

_____ Council Member Place 5 Katherine Ames

_____ Council Member Place 6 Matthew Gardea

_____ Council Member Place 7 Ruben Mendoza

Memorandum of Understanding

To: Police Chief Marco Vargas, Horizon City Police Department
From: Fire Marshal Michael Franco, El Paso County ESD#1
Thru: Fire Chief Kris Menendez, El Paso County ESD#1
Subject: MOU for Evidence Collection and Storage Related to Fires within the Town of Horizon City, TX
Date: March 26, 2026

WHEREAS, the Horizon City Police Department (HCPD) and the El Paso County Emergency Services District #1 (ESD #1) both recognize and respect the value, integrity, and sanctity of human life and are committed to upholding the United States Constitution, the laws of the State of Texas, and the ordinances of the Town of Horizon City, and the fire code as adopted by ESD#1:

NOW, THEREFORE, HCPD and ESD #1 enter into this Memorandum of Understanding ("MOU") pursuant to the Texas Interlocal Cooperation Act, TEX. LOC. GOV'T CODE ch. 791, which authorizes local governmental entities to contract with one another for the performance of governmental functions. This MOU serves to establish the collaborative efforts between HCPD and ESD#1 in order to collect and maintain evidence and photographs related to fire scenes within the Town of Horizon City.

ESD#1 has Fire/Arson Investigators who are trained in photographing and collecting fire debris at scenes. HCPD employs Crime Scene Investigators who have specialized training and experience in photographing, collecting, and maintaining evidence at crime scenes.

Command at Investigation Scenes

- When at the scene of a fire where an ESD#1 Fire/Arson Investigator is dispatched, the ESD#1 Incident Commander will turn the scene over to ESD#1 Fire/Arson Investigators once said investigators have arrived on scene.
- Upon arrival of the HCPD Crime Scene Investigators, the Crime Scene Investigators will take possession of the scene until they relinquish back to the ESD#1 Fire/Arson Investigators.

Roles & Responsibilities

- As ESD#1 Fire/Arson Investigators are specialized in the recognition of fire debris with evidentiary value, ESD#1 Fire/Arson Investigators will serve as the leads for identifying fire debris and possible ignitable liquids that need collection.
- Evidence obtained from fire scenes will only be collected if it is suspected that the cause of the fire was incendiary in nature.
- HCPD Crime Scene Investigators will assist with photographing and collecting evidence in instances where the ESD#1 Fire/Arson Investigator believes that their assistance is required.
- ESD#1 Fire/Arson Investigators will provide the needed collection supplies for fire debris and will make those supplies available to the HCPD Crime Scene Investigators.
- As HCPD Crime Scene Investigators are specialized and experienced in the collection of evidence at crime scenes, HCPD Crime Scene Investigators will be responsible for collecting and securing any firearms, controlled substances, jewelry, or currency.

Evidence Room

- HCPD will provide the services of the evidence room and Crime Scene Investigators for collection and storage of evidence related to fire scenes.
- As ESD#1 Fire/Arson Investigators have a vested interest in the collection and storage of fire related evidence, ESD#1 will provide a flammable storage cabinet to be placed in the HCPD evidence room.
- As ESD#1 Fire/Arson Investigators have a vested interest in the collection and storage of evidence that may contain ignitable liquids, ESD#1 may provide a refrigerator for storage of said evidence, if needed.
- The HCPD Evidence Custodian will be responsible for the evidence stored within the flammable storage cabinet and the refrigerator (if applicable).
- When HCPD conducts inventories and audits of the evidence room, the flammable storage cabinet and the refrigerator (if applicable) will be included in said checks.

- ESD#1 Fire/Arson Investigators will request HCPD Crime Scene Investigators to assist in collection of evidence, and ESD #1 Fire/Arson Investigators will ensure that the evidence is transferred to either the evidence storage at ESD#1 or the evidence storage at HCPD, as applicable.
- Any other crimes that occurred at a scene concurrent with a fire will still be investigated by HCPD, and the ESD#1 Fire/Arson Investigators will work jointly with HCPD and will focus on the fire related offenses.
- ESD#1 Fire/Arson Investigators will request NCIC/TCIC information through HCPD, as applicable.

This MOU does not create any financial obligation between the parties. Each party shall be responsible for its own personnel costs, equipment, and operational expenses incurred in connection with activities conducted under this MOU unless otherwise agreed to in writing by the parties.

Nothing in this MOU shall be construed to create an employment relationship, joint enterprise, or agency relationship between the parties. Each party shall remain responsible for the acts and omissions of its own officers and employees to the extent provided by TEX. CIV. PRAC. & REM. CODE § 101 (Texas Tort Claims Act).

This MOU may be terminated at any time by the Police Chief of the Horizon City Police Department or Fire Chief of ESD #1 upon not less than thirty (30) days' written notice to the other party. Unless renewed by written agreement of the parties, this MOU as listed above shall expire on October 01, 2031.

Fire Chief – ESD # 1

ESD #1 Commissioner – President

Police Chief – Horizon PD

Notary

KATHERINE MARIE AMES
Notary Public, State of Texas
Comm. Expires 01-28-2028
Notary ID 132334393

Memorandum of Understanding

To: Police Chief Marco Vargas, Horizon City Police Department
From: Fire Marshal Michael Franco, El Paso County ESD #1
Thru: Fire Chief Kris Menendez, El Paso County ESD #1
Subject: ESD #1 Peace Officers Accompanying HCPD Detectives on Investigations
Date: April 23, 2026

WHEREAS, the Horizon City Police Department (HCPD) and the El Paso County Emergency Services District #1 (ESD #1) both recognize and respect the value, integrity, and sanctity of human life and are committed to upholding the United States Constitution, the laws of the State of Texas, and the ordinances of the Town of Horizon City,: and

WHEREAS, HCPD and ESD #1 desire to establish a cooperative arrangement allowing ESD #1 peace officers to accompany HCPD detectives on calls for service and investigative activities for purposes of training, professional development, and investigative experience;

NOW, THEREFORE, HCPD and ESD #1 enter into this Memorandum of Understanding ("MOU") pursuant to the Texas Interlocal Cooperation Act, TEX. LOC. GOV'T CODE ch. 791, which authorizes local governmental entities to contract with one another for the performance of governmental functions.

Because ESD #1 peace officers are licensed as peace officers through the Texas Commission on Law Enforcement and are defined as such by TEX. CODE CRIM. PRO. ANN. ART. 2A.001(31) and TEX. OCC. CODE § 1701.001 et seq., ESD #1 recognizes that these individuals should receive additional training and experience in conducting investigations in order to ensure that the rights of citizens are protected pursuant to TEX. CODE CRIM. PRO. ANN. art. 2A.051 and the Fourth and Fourteenth Amendments to the United States Constitution and that the law is upheld. In light of this, and because ESD #1 is committed to upholding the Constitution of the United States and the laws of the State of Texas, HCPD and ESD #1 agree that peace officers assigned to the ESD #1 Fire Marshal's Office may accompany the detectives of HCPD in order to gain experience in conducting investigations and related investigative procedures (the "Program").

The following are the areas in which the Program will benefit peace officers of the ESD #1:

- Processing scenes and scene photography.
- Conducting interviews.
- Learning how ESD #1 peace officers can assist HCPD detectives on fire scenes with criminal ties.
- Compiling information to build and submit a case to the District Attorney's Office in accordance with the reporting duties established under TEX. CODE CRIM. PRO. ANN. art. 2A.051.
- Experience in taking a case from an on-scene investigation through its disposition (i.e. citation or arrest).

ESD #1 peace officers will remain vigilant to ensure that the safety of themselves and the detective(s) they are accompanying is maintained. ESD #1 peace officers will abide by the ESD #1 Use of Force policy consistent with TEX. PENAL CODE § 9.51 (justification for use of force by peace officers), while participating in activities under this MOU. The Program shall be conducted while officers are on duty, and no overtime will be allocated for this collaboration. Instead, peace officers will adjust their schedules as needed to balance work duties and accompanying activities. When a notification is made to the peace officers of ESD #1, the supervisor on duty at the time will determine which ESD #1 peace officers will go and accompany HCPD depending upon schedules and workload. Additionally, ESD#1 peace officers will not be eligible to participate in the Program while acting as an "on-call fire/arson investigator" for that day or period of assignment. This restriction ensures that ESD #1 maintains adequate fire investigation coverage within its jurisdiction..

While accompanying HCPD personnel under this MOU, ESD #1 peace officers shall comply with applicable HCPD operational policies, safety requirements, and lawful directives of HCPD supervisory personnel, provided such directives do not conflict with ESD #1 policies or applicable law.

The following requirements shall be in effect when ESD #1 peace officers participating in the Program:

- The ratio of ESD #1 peace officers accompanying detectives shall not exceed 1:1.
- Adherence to the dress code or uniform requirements of HCPD (including the use of plain clothes).
- Utilization of PPE and equipment as required by HCPD.
- Follow lawful directions from HCPD personnel related to scene safety and coordination while accompanying detectives..
- Assistance as requested by HCPD detectives and officers.

This MOU does not create any financial obligation between the parties. Each party shall be responsible for its own personnel costs, equipment, and operational expenses incurred in connection with activities conducted under this MOU unless otherwise agreed to in writing by the parties.

At all times while participating in activities under this MOU, ESD #1 peace officers shall remain employees of ESD #1 and shall not be considered employees, agents, or borrowed servants of the Horizon City Police Department. Nothing in this MOU shall be construed to create an employment relationship, joint enterprise, or agency relationship between the parties. Each party shall remain responsible for the acts and omissions of its own officers and employees to the extent provided by TEX. CIV. PRAC. & REM. CODE § 101 (Texas Tort Claims Act).

This MOU may be terminated at any time by the Police Chief of the Horizon City Police Department or Fire Chief of ESD #1 upon not less than thirty (30) days' written notice to the other party. Unless renewed by written agreement of the parties, this MOU as listed above shall expire on October 01, 2031.

Fire Chief – ESD # 1

ESD #1 Commissioner – President

Police Chief – Horizon PD

Notary

KATHERINE MARIE AMES
Notary Public, State of Texas
Comm. Expires 01-28-2028
Notary ID 132334393

Memorandum of Understanding

To: Police Chief Marco Vargas, Horizon City Police Department
From: Fire Marshal Michael Franco, El Paso County ESD#1
Thru: Fire Chief Kris Menendez, El Paso County ESD#1
Subject: Joint Investigations of Incendiary Fires within the Town of Horizon City, TX
Date: March 26, 2026

WHEREAS, the Horizon City Police Department (HCPD) and the El Paso County Emergency Services District #1 (ESD#1) both recognize and respect the value, integrity, and sanctity of human life and are committed to upholding the United States Constitution, the laws of the State of Texas, and the ordinances of the Town of Horizon City, and the fire code as adopted by ESD#1:

NOW, THEREFORE, HCPD and ESD#1 enter into this Memorandum of Understanding ("MOU") pursuant to the Texas Interlocal Cooperation Act, TEX. LOC. GOV'T CODE ch. 791, which authorizes local governmental entities to contract with one another for the performance of governmental functions. This MOU is established for the purpose of conducting joint investigations related to fires started in connection with criminal activity.

The Fire/Arson Investigators with ESD#1 possess training, experience, and certification in the investigation of fires to determine origin, cause, and the surrounding circumstances related to a fire. Additionally, the Fire/Arson Investigators with ESD#1 are certified as both Fire Investigators and Arson Investigators through the Texas Commission on Fire Protection, as well as Peace Officers through the Texas Commission on Law Enforcement. HCPD employs officers and detectives who are trained and experienced in the handling of criminal investigations. Not only that, but HCPD has Crime Scene Investigators who are knowledgeable and experienced in collection, processing, and handling of evidence.

Based upon the information above, the following interworking is established, until October 01, 2026, regarding the investigation of intentionally, knowingly, or recklessly set fires within the Town of Horizon City, TX:

- ESD#1 Fire/Arson Investigators will have primary jurisdiction at the scene of a fire to conduct the origin & cause investigation.
- If the cause of the fire was due to criminal circumstances, the ESD#1 Fire/Arson Investigators will transfer primary jurisdiction of the scene and investigation to detectives from HCPD.
- HCPD will serve as the lead law enforcement agency for any criminal investigation related to a fire.
- ESD#1 Fire/Arson Investigators will either obtain a search warrant for the scene or wait until the detectives from HCPD have obtained a search warrant, before proceeding with the investigation.
- ESD#1 Fire/Arson Investigators and HCPD detectives will work jointly to conduct an investigation, with ESD#1 Fire/Arson Investigators focusing on the origin & cause of a fire.
- ESD#1 will defer collection of evidence in a criminal case to the HCPD Crime Scene Investigators, and any evidence collected will be stored in accordance with HCPD policies and procedures.
- The Fire/Arson investigators will utilize their specialized training and experience to focus on determining the origin & cause of a fire but will also assist the HCPD detectives with any other portion of the criminal investigation when requested to do so by HCPD.
- Both agencies will support each other by relying upon the specialties that each agency brings to any fire investigation scene.
- ESD#1 Fire/Arson Investigators will request NCIC/TCIC information through HCPD, as applicable.

Through this partnership, it is the goal of El Paso County ESD#1 for the Fire/Arson Investigators to be able to work criminal investigations related to their fire investigations entirely on their own beginning on October 01, 2026. At that time, the following will take effect:

- ESD#1 Fire/Arson Investigators will conduct their own criminal investigations from beginning to finish but will still request assistance from HCPD as needed to handle investigations.

Submission of Evidence to HCPD Evidence Room.

- ESD#1 Fire/Arson Investigators will label evidence in accordance with both HCPD requirements as well as the requirements of NFPA1033 and the recommendations in NFPA921 (the industry standard and industry guide for fire & explosion investigations).
- Evidence collected by ESD#1 Fire/Arson Investigators shall package evidence in accordance with the requirements of HCPD.
- ESD#1 Fire/Arson Investigators will utilize the HCPD forms for evidence and chain-of-custody, and copies of the forms will be sent by the Fire/Arson Investigators to the ESD#1 Evidence Custodian.
- The HCPD Evidence Custodian may refuse evidence from ESD#1 Fire/Arson Investigators if the evidence is not properly packaged or accounted for – see HCPD policies or procedures on refusal of evidence.
- Any evidence rejected by the HCPD evidence custodian shall be picked up without unnecessary delay by the ESD#1 Fire/Arson Investigator who submitted the evidence.
- No personnel from ESD#1 shall be allowed into the HCPD Evidence Room unless escorted or authorized by HCPD Evidence Custodian.

Chain of Custody:

- Once HCPD Crime Scene Investigators have taken custody of the evidence, they shall not relinquish custody unless either pursuant to a court order or if the ESD#1 Fire/Arson Investigator responsible for that case takes possession of the evidence to transport said evidence to the local DPS Crime Laboratory (11612 Scott Simpson Dr, El Paso, TX 79936).
- ESD#1 Fire/Arson Investigators shall be responsible for submitting evidence to the DPS Crime Laboratory.
- The ESD#1 Evidence Custodian will liaison with the HCPD Evidence Custodian to ensure that the chain-of-custody is maintained, that any needed evidence is transported to or from the DPS Crime Laboratory, or any other related duties as requested by the HCPD Evidence Custodian.
- The ESD#1 Evidence Custodian will be responsible for coordinating with the HCPD Evidence Custodian regarding evidence retention, as well as with the appropriate ESD#1 Fire/Arson Investigator, prosecutor, or court, regarding when to dispose of evidence.
- The ESD#1 Evidence Custodian will be responsible for ensuring that the disposition of evidence is conducted in accordance with the law.

This MOU does not create any financial obligation between the parties. Each party shall be responsible for its own personnel costs, equipment, and operational expenses incurred in connection with activities conducted under this MOU unless otherwise agreed to in writing by the parties.

Nothing in this MOU shall be construed to create an employment relationship, joint enterprise, or agency relationship between the parties. Each party shall remain responsible for the acts and omissions of its own officers and employees to the extent provided by TEX. CIV. PRAC. & REM. CODE § 101 (Texas Tort Claims Act).

This MOU may be terminated at any time by the Police Chief of the Horizon City Police Department or Fire Chief of ESD #1 upon not less than thirty (30) days' written notice to the other party. Unless renewed by written agreement of the parties, this MOU as listed above shall expire on October 01, 2031.

Fire Chief – ESD # 1

ESD #1 Commissioner – President

Police Chief – Horizon PD

Notary

KATHERINE MARIE AMES
Notary Public, State of Texas
Comm. Expires 01-28-2028
Notary ID 132334393

RESOLUTION

WHEREAS, the City Council of the Town of Horizon City approved an Agreement Permitting a Limited Encroachment Easement dated June 27, 2024, between the Town of Horizon City ("City") and Texas Gas Service, a division of One Gas, Inc. ("TGS");

WHEREAS, the City and TGS now desire to modify the Agreement by amending Exhibit C to include a new set of drawings (Exhibit E) to allow for an additional crossing;

WHEREAS, in order to avoid delay in the construction of the N. Darrington Improvement Project, the Mayor signed the First Amendment to Agreement Permitting a Limited Encroachment on Easement between the City and TGS to allow for the construction of the additional crossing to commence;

WHEREAS, the City Council had been briefed about the need for the additional crossing and desires to ratify the action and approve the First Amendment to Agreement Permitting a Limited Encroachment on Easement for the for the N. Darrington Road Reconstruction Project.

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

That the City Council of the Town of Horizon City hereby ratifies the Mayor's signature on the First Amendment to Agreement Permitting a Limited Encroachment on Easement dated_____2026.

PASSED AND ADOPTED this _____ day of _____, 2026

THE TOWN OF HORIZON CITY

By:_____
Andres Renteria, Mayor

ATTEST:

By:_____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By:_____
Sylvia Borunda Firth
City Attorney

When Recorded Return To:
Texas Gas Service
Attn: Billi Cottier
9228 Tuscany Way
Austin, Texas 78754

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MEMORANDUM OF FIRST AMENDMENT TO AGREEMENT PERMITTING A LIMITED ENCROACHMENT ON EASEMENT

This Memorandum of First Amendment to Agreement Permitting a Limited Encroachment on Easement (this "Memorandum of First Amendment") is made as of _____, 2026, by and between Texas Gas Service, a division of ONE Gas, Inc., an Oklahoma corporation (hereinafter called "ONE Gas") and The Town of Horizon City, Texas, a Texas municipality (hereinafter called "Permittee").

1. Notice is hereby given that ONE Gas and Permittee have amended that certain Agreement Permitting a Limited Encroachment on Easement dated June 27, 2024, a memorandum of which is filed of record with the Office of the County Clerk, El Paso County, Texas in Document Number 20240061148 the ("Memorandum of Agreement"). The First Amendment to Agreement Permitting a Limited Encroachment on Easement ("First Amendment") consists of the following components:

> **Exhibit C** of the Agreement was amended to include the attached drawings. The attached drawings are considered part of the plans and specifications described in **Exhibit E** of the Agreement and are incorporated therein by reference and made a part of the Agreement. For the avoidance of doubt, the crossing shown in the attached drawings is included in the definition of Encroachment and all of the terms, provisions, conditions, covenants and requirements of the Agreement apply to such crossing.

2. Nothing contained in the First Amendment shall be construed as altering, amending or affecting the Agreement or any of the remaining terms and provisions, except as same were expressly amended by the First Amendment, and all of the other terms, provisions, conditions and covenants of the Agreement are thereby ratified and shall remain in full force and effect and shall be construed as originally written.

3. The First Amendment and the conditions contained therein constitute covenants running with the land and are binding upon and inure to the benefit of the parties thereto and their successors and assigns.

4. In the event of any conflict or inconsistency between the terms of this Memorandum of First Amendment and the terms of the First Amendment, the terms of the First Amendment shall control.

5. This Memorandum of First Amendment may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

[Signature Pages and Exhibit Following]

EXECUTED as of the ___ day of _____, 2026 (the "Effective Date").

ONE GAS:

TEXAS GAS SERVICE, a division of ONE Gas, Inc.,
an Oklahoma corporation

By: _____

Name: _____

Title: _____

STATE OF TEXAS)
) ss.
COUNTY OF EL PASO)

This instrument was acknowledged before me on the ____ day of _____, 2026, by _____, as _____ of Texas Gas Service, a division of ONE Gas, Inc., an Oklahoma corporation.

_____
Notary Public

Notary Commission No. _____

My commission expires: _____

[SEAL]

PERMITTEE:

TOWN OF HORIZON CITY, TEXAS,
a Texas municipality

By: _____

Name: Andres Renteria.

Title: Mayor

ATTEST:

By:_____
Name:_____
Title:_____

APPROVED AS TO FORM:

By:_____
Name:_____
Title:_____

APPROVED AS TO CONTENT:

By:_____
Name: _____
Title: _____

STATE OF TEXAS)
) ss.
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 16th day of April, 2026, by Andres Renteria, as Mayor of the Town of Horizon City, Texas, a Texas municipality.

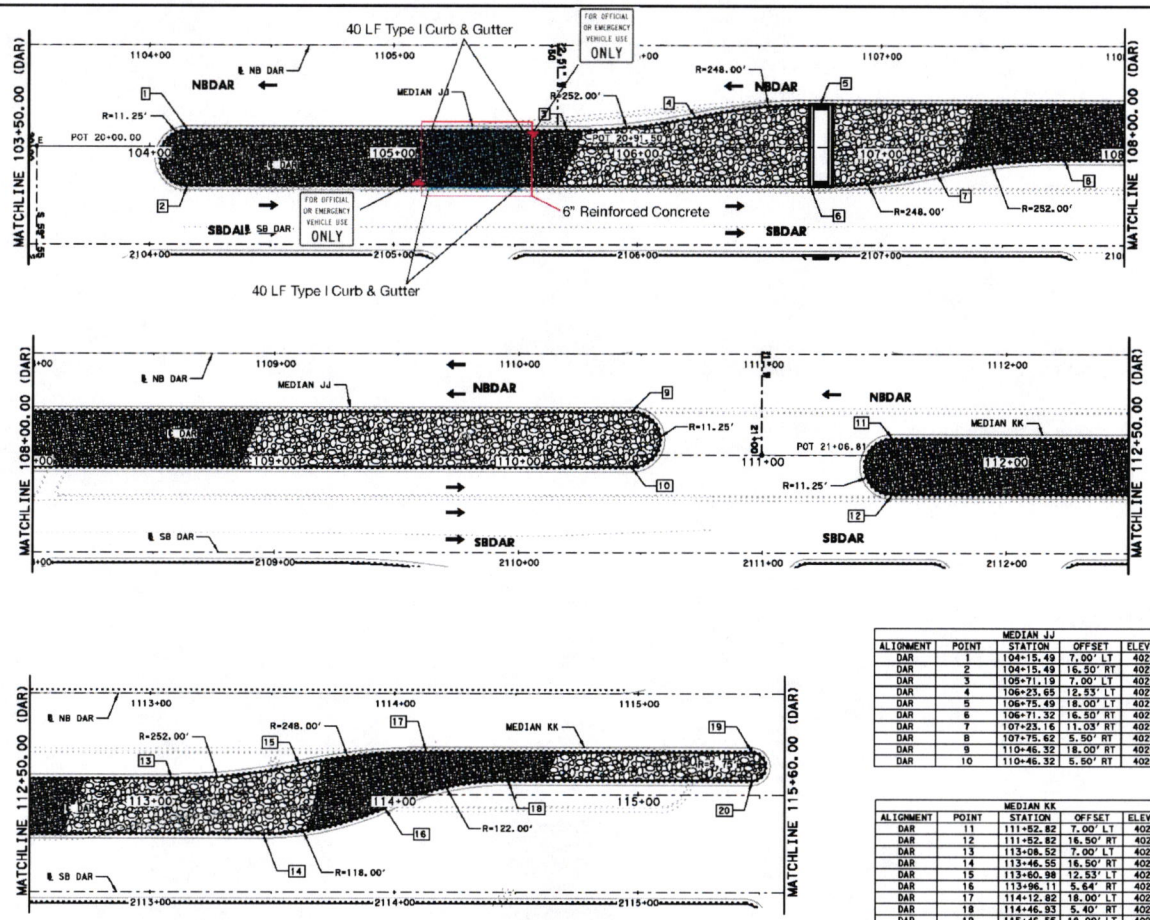
_____
Notary Public

Notary Commission No. _____
My commission expires: _____

ELVIA SCHULLER
My Notary ID # 4914891
Expires January 18, 2027
[SEAL]

DRAWINGS

RTL SUBMITTAL, APRIL 25, 2023



LEGEND:

- EXIST DIRECTION OF TRAVEL
- POINTS NUMBER
- DRIVEWAYS NUMBER
- LOOSE AGGREGATE TYPE I
- LOOSE AGGREGATE TYPE II

NOTES:

1. POINTS AND RADIUS DIMENSION ARE AT FACE OF CURB.
2. CONC CURB TY II PLACED FOR PERIMETER OF MEDIAN IS CONSIDERED SUBSIDARY TO ITEM 536.

DATE	BY	REV	REVISION

4/25/2023

OMEGA ENGINEERS, INC.

© 2023

Texas Department of Transportation

DARRINGTON ROAD
EASTLAKE BLVD. TO NUNDA DR.

MEDIAN LAYOUT
MEDIAN JJ, KK

SHEET 7 OF 9

DSN	OEI	FED. RD. DIV. NO. 6	PROJECT NO. SEE TITLE SHEET		SHEET NO. 1155
CHK	OEI	STATE TEXAS	DIST. 24	COUNTY EL PASO	
DRN	OEI	CONT. 3451	SECT. 01	JOB 040, ETC	HIGHWAY NO. FM 1261, ETC
CHK	OEI				

MEDIAN JJ

ALIGNMENT	POINT	STATION	OFFSET	ELEVATION
DAR	1	104+15.49	7.00' LT	4024.56
DAR	2	104+15.49	16.50' RT	4024.44
DAR	3	105+71.19	7.00' LT	4024.13
DAR	4	106+23.65	12.53' LT	4023.87
DAR	5	106+75.49	18.00' LT	4023.62
DAR	6	106+71.32	16.50' RT	4023.43
DAR	7	107+23.16	11.03' RT	4023.33
DAR	8	107+75.62	5.50' RT	4023.29
DAR	9	110+46.32	18.00' RT	4024.03
DAR	10	110+46.32	5.50' RT	4024.16

MEDIAN KK

ALIGNMENT	POINT	STATION	OFFSET	ELEVATION
DAR	11	111+52.82	7.00' LT	4024.82
DAR	12	111+52.82	16.50' RT	4024.35
DAR	13	113+08.52	7.00' LT	4025.23
DAR	14	113+46.55	16.50' RT	4025.14
DAR	15	113+60.98	12.53' LT	4025.30
DAR	16	113+96.11	5.64' RT	4025.56
DAR	17	114+12.82	18.00' LT	4025.38
DAR	18	114+46.93	5.40' RT	4025.95
DAR	19	115+46.55	18.00' LT	4025.99
DAR	20	115+46.55	5.50' LT	4026.15

FIRST AMENDMENT TO AGREEMENT PERMITTING A LIMITED ENCROACHMENT ON EASEMENT

TEXAS GAS SERVICE, a division of ONE Gas, Inc., an Oklahoma corporation ("Owner") and THE TOWN OF HORIZON CITY, Texas, a Texas municipality ("Permittee") hereby enter into this First Amendment to Agreement Permitting a Limited Encroachment on Easement ("First Amendment").

WHEREAS, Owner and Permittee previously executed that certain Agreement Permitting a Limited Encroachment on Easement dated June 27, 2024 ("Agreement"), covering certain property as described in **Exhibit A** of the Agreement. Capitalized terms contained herein and not otherwise defined herein shall have the meanings given to such terms as set forth in the Agreement.

WHEREAS, Owner and Permittee now desire to amend the Agreement as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Owner and Permittee hereby amend **Exhibit C** of the Agreement to include the attached drawings. The attached drawings shall be considered part of the plans and specifications described in **Exhibit E** of the Agreement and are incorporated therein by reference and made a part of the Agreement. For the avoidance of doubt, the crossing shown in the attached drawings shall be included in the definition of Encroachment and all of the terms, provisions, conditions, covenants and requirements of the Agreement shall apply to such crossing.

Nothing contained herein shall be construed as altering, amending or affecting the Agreement or any of the remaining terms and provisions, except as same are hereby expressly amended, and all of the other terms, provisions, conditions and covenants of the Agreement are hereby ratified and shall remain in full force and effect and shall be construed as originally written.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this instrument on this _____ day of _____, 2026.

[Signature Pages and Exhibit Following]

4909-3182-4032 v.1

OWNER:

TEXAS GAS SERVICE, a division of ONE Gas, Inc.,
an Oklahoma corporation

By: _____

Name: _____

Title: _____

STATE OF TEXAS)
) ss.
COUNTY OF EL PASO)

This instrument was acknowledged before me on the ____ day of _____, 2026, by _____, as _____ of Texas Gas Service, a division of ONE Gas, Inc., an Oklahoma corporation.

_____
Notary Public

Notary Commission No. _____

My commission expires: _____

[SEAL]

PERMITTEE:

TOWN OF HORIZON CITY, TEXAS,
a Texas municipality

By: _____

Name: Andres Renteria.

Title: Mayor.

ATTEST:

By:_____
Name:_____
Title:_____

APPROVED AS TO FORM:

By:_____
Name:_____
Title:_____

APPROVED AS TO CONTENT:

By: _____
Name: _____
Title: _____

STATE OF TEXAS)
) ss.
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 16th day of April, 2026, by Andres Renteria, as Mayor of the Town of Horizon City, Texas, a Texas municipality.

_____
Notary Public

Notary Commission No. _____

My commission expires: _____

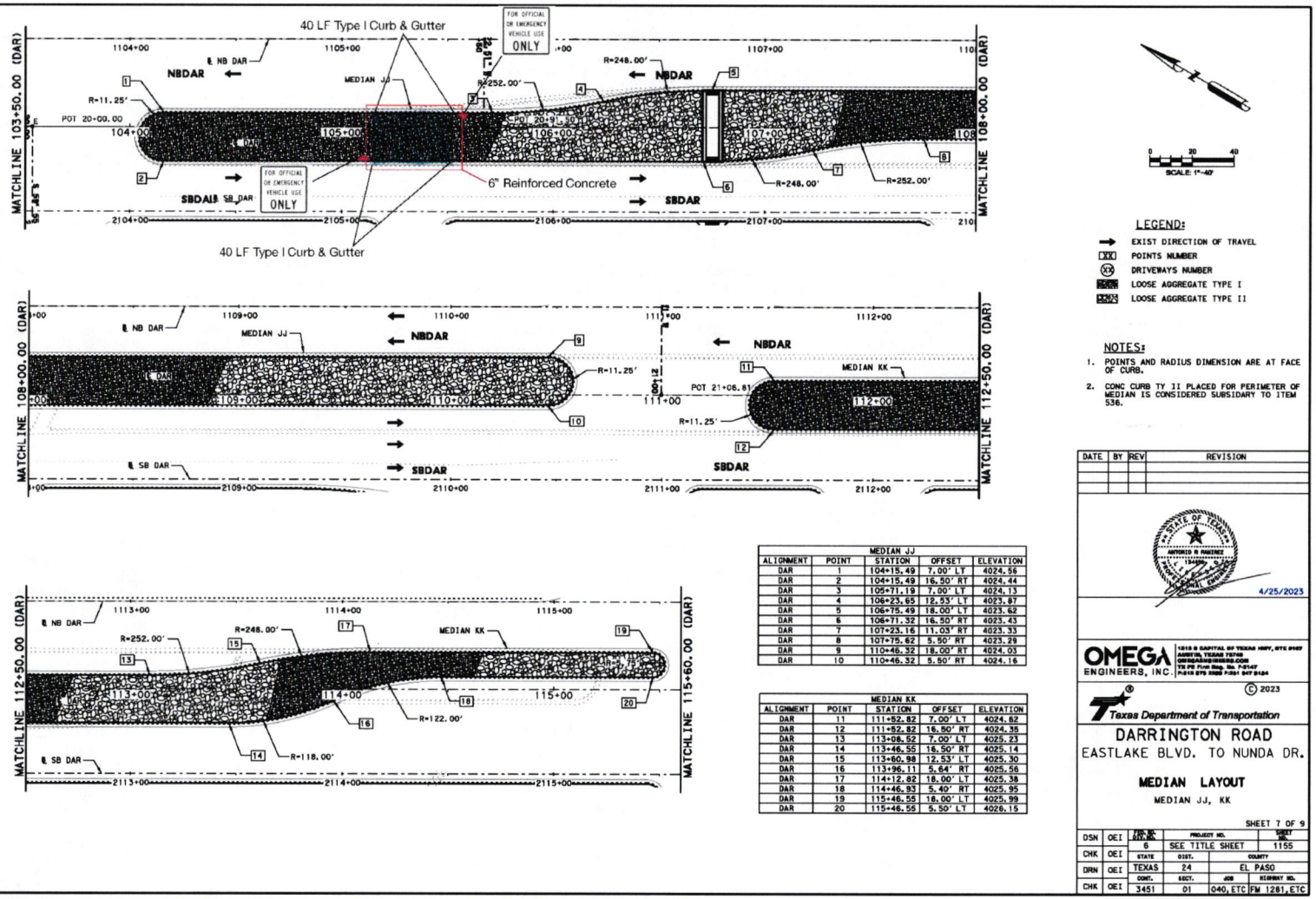
[SEAL]

ELVIA SCHULLER
My Notary ID # 4914891
Expires January 18, 2027

4909-3182-4032 v.1

DRAWINGS

RTL SUBMITTAL, APRIL 25, 2023



LEGEND:

- EXIST DIRECTION OF TRAVEL
- POINTS NUMBER
- DRIVEWAYS NUMBER
- LOOSE AGGREGATE TYPE I
- LOOSE AGGREGATE TYPE II

NOTES:

1. POINTS AND RADIUS DIMENSION ARE AT FACE OF CURB.
2. CONC CURB TY II PLACED FOR PERIMETER OF MEDIAN IS CONSIDERED SUBSIDARY TO ITEM 536.

MEDIAN JJ				
ALIGNMENT	POINT	STATION	OFFSET	ELEVATION
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DAR	4	106+23.65	12.53' LT	4023.87
DAR	5	106+75.49	18.00' LT	4023.62
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DAR	10	110+46.32	5.50' RT	4024.16

MEDIAN KK				
ALIGNMENT	POINT	STATION	OFFSET	ELEVATION
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DAR	20	115+46.55	5.50' LT	4026.15

DATE	BY	REV	REVISION

4/25/2023

OMEGA ENGINEERS, INC.

© 2023

Texas Department of Transportation

DARRINGTON ROAD

EASTLAKE BLVD. TO NUNDA DR.

MEDIAN LAYOUT

MEDIAN JJ, KK

SHEET 7 OF 9

DSN	OEI	FED. RD. DIV. NO.	PROJECT NO.		SHEET NO.
CHK	OEI	6	SEE TITLE SHEET		1155
DRN	OEI	STATE	DIST.	COUNTY	
CHK	OEI	TEXAS	24	EL PASO	
		CONT.	SECT.	JOB	HIGHWAY NO.
		3451	01	040, ETC	FM 1281, ETC

RESOLUTION

WHEREAS, the Town of Horizon City has adopted an Investment Policy which will provide maximum security and meet the liquidity and daily cash flow demands of the City;

WHEREAS, the Texas Public Funds Investment Act requires that the City Council review the Investment Policy annually;

WHEREAS, the Texas Public Funds Investment Act requires that the City Council approve any changes to the Investment Policy; and

WHEREAS, the Town of Horizon City Finance Director has determined it is advisable to continue the Town Of Horizon City Investment Policy without any amendments.

NOW, THEREFORE BE IN RESOLVED BY THE CITY COUNCIL OF THE TOWN OF HORIZON CITY AS FOLLOWS:

The Town of Horizon Investment Policy attached to this Resolution and titled **"The Town of Horizon City Investment Policy 2027**" is hereby approved and readopted by the Town of Horizon City.

ADOPTED and **APPROVED** this_____day of May, 2026.

TOWN OF HORIZON CITY

By:_____
Andres Renteria, Mayor

ATTEST:

By:_____ _____
Elvia Schuller, TRMC
City Clerk

APPROVED AS TO FORM:

By:_____
Sylvia Borunda Firth
City Attorney

APPROVED AS TO CONTENT:

By: _____
Lilia Gaytan
Finance Director

Horizon Resolution
Investment Policy 2027

THE TOWN OF HORIZON CITY
INVESTMENT POLICY
2027

1.0 POLICY STATEMENT:

The policy of the Town of Horizon City, Texas is to invest public funds in a manner which will provide the maximum security and meet the liquidity and daily cash flow demands of the City. All investments will be made in full compliance with the Texas Public Funds Investment Act and all applicable state and local statutes governing the investment of public funds.

2.0 SCOPE:

This investment policy applies to the financial assets of the Town of Horizon City. These funds are accounted in the Town of Horizon City's Comprehensive Annual Financial Report and include:

2.1 General Fund: Any new funds created by the City Council of the Town of Horizon City, as the governing body, which shall adopt a separate investment strategy for each fund or group of funds under its control in compliance with Section 2256 of Texas Government Code.

All the listed funds will be pooled for investment purposes. The strategy developed for this pooled fund group will address the varying needs, goals, and objectives of each fund.

The investment of bonds proceeds, or pledged revenues shall be permitted only in compliance with the Texas Public Funds Investment Act Chapter 2256 of the Texas Government Code, and in accordance with statutory provisions governing the debt issuance or the agreement, as applicable and the City's investment policy regarding debt issuance or the agreement, as applicable. "Pledged Revenue" shall have the meaning set forth in Government Code Section 2256.008.

3.0 STANDARD OF CARE:

Investments shall be made with judgement and care under prevailing circumstances that a person of prudence, discretion and intelligence would exercise in the management of their own affairs, not for speculation, but for investment considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used in the investment function shall be the "prudent person" standard and shall be applied in the context of managing the overall portfolio. The Investment Officer and those with delegated investment authority under this policy, when acting in accordance with written procedures and this policy and exercising due diligence shall be relieved of personal responsibility and liability in the management of the portfolio provided that deviations from expectations are reported in a timely fashion and that appropriate action is taken to control adverse developments.

4.0 OBJECTIVES:

It is the policy of the City that all management and investment of funds shall be governed by the following objectives, in order of priority.

4.1 Preservation and Safety of Principal: Safety of principal is the foremost objective of the investment program. Investments of the Town of Horizon City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in the portfolio's composition. The suitability of each investment decision will be based on these objectives. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

4.2 Liquidity: The Town of Horizon City's investment portfolio will remain sufficiently liquid to enable the Town of Horizon City to meet all reasonably expected operating requirements.

4.3 Yield/Return on Investment: The Town of Horizon City's investment portfolio shall be designated with the objective of attaining a rate of return throughout budgetary and economic cycles, commensurate with the Town of Horizon City's investment risk constraints and the cash flow characteristics of the portfolio.

4.4 Investment Strategy: The strategy of the pool is to ensure cash flows are matched with adequate liquidity. This may be accomplished by purchasing quality, short-tern securities in a laddered strategy utilizing an investment pool. The dollar weighted average maturity will be 180 days or less to accomplish the goal.

5.0 DELEGATION OF AUTHORITY:

The authority to manage the Town of Horizon City investment program is derived from the following:

a. Public Funds Investment Act, Chapter 2256, Texas Government Code;
b. Town of Horizon City Resolution # 43; and
c. Town of Horizon City Investment Funds Policy Manual.

Management responsibility for the investment program is hereby delegated to the Town of Horizon City's Finance Director who shall serve as the Investment Officer and shall establish written procedures for the operation of the investment program consistent with this investment policy. Procedures should include reference to safekeeping, repurchase agreements, wire transfer agreements, banking service contracts and collateral/depository agreements, monitoring of the market price of investments and monitoring of rating changes in investments. Such procedures shall include explicit delegation of authority to the people responsible for all investments.

No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer. The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials and staff. The Investment Officer, or the Mayor in the absence of the Investment Officer, may designate a person as a deputy in the event circumstances require timely action and the Investment Officer is not available.

The Investment Officer shall attend training sessions as required by the Public Funds Investment Act, Chapter 2256 of the Texas Government Code. The Town of Horizon City encourages its Investment Officer to obtain professional credentials.

6.0 ETHICS AND CONFLICTS OF INTEREST:

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. The Investment Officer shall disclose to the City Council any material financial interests in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the Town of Horizon City, particularly with regard to the time of purchases and sales of investments.

The Investment Officer who has a personal business relationship with a business organization offering to engage in an investment transaction with the City shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree by affinity or consanguinity, as determined under Chapter 573, of the Government Code to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship with the Texas Ethics Commission and the City Council. The Investment Officer has a personal business relationship with a business organization if:

1) the Investment Officer owns 10 percent or more of the voting stock or shares of the business organization or owns $5,000 or more of the fair market value of the business organization;

2) funds received by the Investment Officer from the business organization exceed 10 percent of the Investment Officer's gross income for the previous year; or

(3) the Investment Officer has acquired from the business organization during the previous year investments with a book value of $2,500 or more for the personal account of the Investment Officer.

7.0 AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS:

7.1 List of Authorized Financial Institutions: The Town of Horizon City Town Clerk will maintain a list of financial institutions authorized to provide investment services that has been approved at least annually by the City Council. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment services in the State of Texas. These may include "primary" dealers or regional dealers qualified under Securities & Exchange Commission Rule I 15C3- I (uniform 1 net capital rule). No public deposit shall be made except in the qualified public depository as established by state laws.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Town Clerk with the following:

a. Audited financial statements.
b. Proof of National Association of Security Dealers certification.
c. Proof of state registration.
d. Certification of having read Town of Horizon City' s Investment and depository policy
e. A current audited financial statement is required to be on file for each financial institution and broker/dealer in which the Town of Horizon City invests.

7.2 Signed Written Instrument: A written copy of this investment policy shall be presented to any business organization offering to engage in an investment transaction with the Town of Horizon City. The Investment Officer may not acquire or otherwise obtain any authorized investment from a business organization that has not delivered the written instrument described below.

The qualified representative of the business organization (as defined in Section 2256.005 of Texas Government Code) offering to engage in an investment transaction with the Town shall sign a statement in a form acceptable to the Town of Horizon City and business organization to the effect that the business organization has (I) received and reviewed the Investment Policy of the Town and (2) acknowledged that be business organization has implemented reasonable procedures and controls to preclude investment transactions conducted between the Town and the organization that are not authorized by the Investment Policy, except to the extent that the authorization is dependent on an analysis of the makeup of the City' s entire portfolio or requires an interpretation of subjective investment standards.

7.3 Investment Pools: To be eligible to receive funds from and invest funds on behalf of the Town, an investment pool must furnish to the Investment Officer or other authorized Town representative an offering circular or other similar disclosure statement that contains at a minimum the information required by section 2256.016 of the Texas Government code and will obtain the approval of the Town council if the investment pool does not meet the requirements and ratios of the market value of the portfolio divided by the book value as set forth in such statute.

8.0 AUTHORIZED AND SUITABLE INVESTMENTS:

The Town of Horizon City is authorized to invest in the following types of securities (subject to the requirements in the referenced sections of Texas Government Code Chapter 2256, Texas Public Funds Investment Act in compliance with the terms and conditions of each of the referenced authorizing statutes:

a. Commercial paper (Section 2256.013)
b. Bankers acceptances (Section 2256.012)
c. Repurchase agreements (Section 2256.011)
d. Certificates of deposit that are issued by a depository institution that has its main office or a branch in this state and meets the requirements of (Section 2256.010)
e. Obligations of, or Guaranteed by the United States, the State of Texas or its respective agencies or instrumentalities, including the Federal Home Loan Banks, such as letters of credit or direct obligations (Section 2256.009)
f. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent; (Section 22.56.009)
g. Money Market Mutual Funds (Section 2256.014)
h. Investment Pools if the pool is approved by resolution of the Town Council (Section 2256.016)
i. interest-bearing banking deposits that are guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund or its successor (Section 2256.009)

The City is expressly prohibited from investing in Collateralized Mortgage Obligations as set forth in Section 2256.009.

The maximum allowable stated maturity of any authorized investment type shall not exceed two years to maturity, except any specific investment type shall comply with any lower maximum maturity requirements in the authorizing statute.

9.0 COLLATERIZATION:

Collateralization will be required on two types of investments: Certificates of deposit and repurchase (and reverse) agreements. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 100 % of the market value of principal and accrued interest. Collateral will always be held by an independent third party with whom the entity has a current custodial agreement. Clearly marked evidence of ownership (safekeeping receipt) must be supplied to the entity and retained.

The right of collateral substitution is granted.

10.0 SAFEKEEPING AND CUSTODY:

All security transactions, including collateral for repurchase agreements entered into by the Town of Horizon City shall be conducted on a delivery-versus payment basis. Securities will be held by a third-party custodian designated by the Investment Officer and evidenced by safekeeping receipts.

11.0 DIVERSIFICATION:

The Town of Horizon City will diversify its Investments by security type and institution. With the exception of US Treasury securities and authorized pools, no more than 50% of the Town of Horizon City's total investment portfolio will be invested in a single security type or with a single financial institution. The City recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification.

12.0 MAXIMUM MATURITIES:

To the extent possible, the Town of Horizon City will attempt to match its investments with the anticipated cash flow requirements. Unless matched to a specific cash flow, the Town of Horizon City will not directly invest in securities maturing more than two years from the date purchase, except any specific investment type shall comply with any lower maximum maturity requirements in the authorizing statute. However, the Town of Horizon City may collateralize its repurchase agreements using longer-dated investments not to exceed two years to maturity.

13.0 INTERNAL CONTROL:

The Investment Officer shall establish a system of written internal controls which will be reviewed annually. The controls shall be designed to prevent loss of public funds due to fraud, employee error, misrepresentation by third parties, unanticipated market changes, or imprudent actions by City employees.

The Investment Officer and Town Clerk shall establish an annual process of independent review by an external auditor. The review will include a compliance audit of management controls on investments and adherence with the established investment process, policies, and procedures.

14.0 PERFORMANCE STANDARDS:

The investment portfolio shall be designed with the objective of obtaining a rate of return through budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs.

14.1 Market Yield (Benchmark): The Town of Horizon City's investment strategy is active. Given this strategy, the basis used by the Investment Officer to determine whether market yields are being achieved shall be the corresponding US Treasury Bill rate and the average Fed Funds rates.

15.0 REPORTING:

The Investment Officer is charged with the responsibility of including a market report to the City Council on investment activity and returns and will include the performance of the Town of Horizon City's financial report. Reports will include performance, market sector breakdown, number of trades, and interest earnings.

Detail and summary reports will be prepared by the Investment Officer and presented to the Town of Horizon City Council no less than quarterly. Reports will comply with Section 2256.023 of the Public Funds Investment Act and GASB 31 at a minimum.

16.0 LOSS OF REQUIRED RATING:

This Investment Policy requires certain minimum ratings of certain investments. At least monthly, the Investment Officer will review the ratings of each of the investments in the City' s portfolio. In the event an investment does not meet that minimum rating during the period that the investment is being held by the City, that investment does not qualify as an authorized investment. The City shall take all prudent measures that are consistent with this Investment Policy to liquidate an investment that does not have the minimum rating.

17.0 INVESTMENT POLICY ADOPTION:

This Investment Policy, which includes strategies for each fund, shall be adopted by resolution by the City Council of the Town of Horizon City and shall be reviewed annually by the City Council. The Town of Horizon City Council must approve any modifications.

Texas Gas Service Company, a Division of ONE Gas, Inc.
Interim Rate Adjustment Application
12 Month Period Ending December 31, 2025
Bill Comparison

Line No.	Rate Class		Current*	Proposed	Difference	% Change
(a)	(b)		(c)	(d)	(e)	(f)
10	**Current and Proposed Bill Information - With Gas Cost**					
11	Small Residential					
12	Customer Charge		$19.50	$23.08	$3.58	18.38 %
13	Initial Block Rate	$0.92	$15.65	$15.65	$0.00	0.00 %
14	Cost of Gas Rate	$0.55	$9.35	$9.35	$0.00	0.00 %
15	Average Monthly Bill @ 1.7 Mcf*	17	$44.50	$48.08	$3.58	8.05 %
16						
17	Large Residential					
18	Customer Charge		$35.00	$38.58	$3.58	10.24 %
19	Initial Block Rate	$0.36	$16.43	$16.43	$0.00	0.00 %
20	Cost of Gas Rate	$0.55	$25.29	$25.29	$0.00	0.00 %
21	Average Monthly Bill @ 4.6 Mcf*	46	$76.72	$80.31	$3.58	4.67 %
22						
23	Small Commercial					
24	Customer Charge		$75.00	$88.70	$13.70	18.26 %
25	Initial Block Rate	$0.49	$22.21	$22.21	$0.00	0.00 %
26	Cost of Gas Rate	$0.55	$24.74	$24.74	$0.00	0.00 %
27	Average Monthly Bill @ 4.5 Mcf*	45	$121.95	$135.64	$13.70	11.23 %
28						
29	Large Commercial					
30	Customer Charge		$150.00	$163.70	$13.70	9.13 %
31	Initial Block Rate	$0.19	$173.75	$173.75	$0.00	0.00 %
32	Cost of Gas Rate	$0.55	$493.72	$493.72	$0.00	0.00 %
33	Average Monthly Bill @ 89.8 Mcf*	898	$817.47	$831.17	$13.70	1.68 %
34						
35	Public Authority					
36	Customer Charge		$200.00	$225.90	$25.90	12.95 %
37	Initial Block Rate	$0.18	$96.14	$96.14	$0.00	0.00 %
38	Cost of Gas Rate	$0.55	$301.84	$301.84	$0.00	0.00 %
39	Average Monthly Bill @ 54.9 Mcf*	549	$597.98	$623.88	$25.90	4.33 %
40						
41	Industrial					
42	Customer Charge		$1,250.00	$1,447.56	$197.56	15.80 %
43	Initial Block Rate	$0.19	$773.23	$773.23	$0.00	0.00 %
44	Cost of Gas Rate	$0.55	$2,243.75	$2,243.75	$0.00	0.00 %
45	Average Monthly Bill @ 408.1 Mcf*	4,081	$4,266.98	$4,464.54	$197.56	4.63 %
46						
47	Compressed Natural Gas					
48	Customer Charge		$320.00	$320.00	$0.00	0.00 %
49	Initial Block Rate	$0.09	$0.00	$0.00	$0.00	-
50	Cost of Gas Rate	$0.55	$0.00	$0.00	$0.00	-
51	Average Monthly Bill @ 0 Mcf*	0	$320.00	$320.00	$0.00	0.00 %
52						
53						
54	Current and Proposed Bill Information - Without Gas Cost					
55						
56	Rate Class		Current	Proposed	Difference	% Change
57	Small Residential					
58	Customer Charge		$19.50	$23.08	$3.58	18.38 %
59	Initial Block Rate	$0.92	$15.65	$15.65	$0.00	0.00 %
60	Average Monthly Bill @ 1.5 Mcf*	17	$35.15	$38.74	$3.58	10.19 %
61						
62	Large Residential					
63	Customer Charge		$35.00	$38.58	$3.58	10.24 %
64	Initial Block Rate	$0.36	$16.43	$16.43	$0.00	0.00 %
65	Average Monthly Bill @ 4.6 Mcf*	46	$51.43	$55.02	$3.58	6.97 %

Texas Gas Service Company, a Division of ONE Gas, Inc.
Interim Rate Adjustment Application
12 Month Period Ending December 31, 2025
Bill Comparison

Line No.	Rate Class		Current*	Proposed	Difference	% Change
(a)	(b)		(c)	(d)	(e)	(f)
66						
67	Small Commercial					
68	Customer Charge		$75.00	$88.70	$13.70	18.26 %
69	Initial Block Rate	$0.49	$22.21	$22.21	$0.00	0.00 %
70	Average Monthly Bill @ 4.5 Mcf*	45	$97.21	$110.90	$13.70	14.09 %
71						
72	Large Commercial					
73	Customer Charge		$150.00	$163.70	$13.70	9.13 %
74	Initial Block Rate	$0.19	$173.75	$173.75	$0.00	0.00 %
75	Average Monthly Bill @ 89.8 Mcf*	898	$323.75	$337.44	$13.70	4.23 %
76						
77	Public Authority					
78	Customer Charge		$200.00	$225.90	$25.90	12.95 %
79	Initial Block Rate	$0.18	$96.14	$96.14	$0.00	0.00 %
80	Average Monthly Bill @ 54.9 Mcf*	549	$296.14	$322.03	$25.90	8.75 %
81						
82	Industrial					
83	Customer Charge		$1,250.00	$1,447.56	$197.56	15.80 %
84	Initial Block Rate	$0.19	$773.23	$773.23	$0.00	0.00 %
85	Average Monthly Bill @ 408.1 Mcf*	4,081	$2,023.23	$2,220.79	$197.56	9.76 %
86						
87	Compressed Natural Gas					
88	Customer Charge		$320.00	$320.00	$0.00	0.00 %
89	Initial Block Rate	$0.09	$0.00	$0.00	$0.00	-
90	Average Monthly Bill @ 0 Mcf*	0	$320.00	$320.00	$0.00	0.00 %
91						
92	General Transportation					
93	Customer Charge		$500.00	$599.98	$99.98	20.00 %
94	Initial Block Rate	$0.09	$663.88	$663.88	$0.00	0.00 %
95	Average Monthly Bill @ 701.0 Mcf*	7,010	$1,163.88	$1,263.86	$99.98	8.59 %
96						
97	Electric Generation Transportation					
98	Customer Charge		$1,000.00	$3,275.55	$2,275.55	227.55 %
99	Initial Block Rate	$0.02	$7,106.54	$7,106.54	$0.00	0.00 %
100	Initial Block Rate (MDQ)	$0.73	$9,219.36	$9,219.36	$0.00	0.00 %
101	Average Monthly Bill @ 35,532.7 Mcf*	355,327	$17,325.90	$19,601.45	$2,275.55	13.13 %
102						
103	* Average bill usage per GUD No. 28202.					
104	* Average bills exclude revenue related taxes, riders, and weather normalization adjustement The cost of gas is computed using a 12-month average for CY 2025.					

RESOLUTION NO._____

A RESOLUTION BY THE TOWN OF HORIZON CITY, TEXAS, ("CITY") RESPONDING TO THE APPLICATION OF TEXAS GAS SERVICE COMPANY, A DIVISION OF ONE GAS, INC., TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM; SUSPENDING THE EFFECTIVE DATE OF THIS RATE APPLICATION FOR FORTY-FIVE DAYS; AUTHORIZING REPEESENTATION BY COUNSEL; REQUIRING THE REIMBURSEMENT OF COSTS; DETERMINING THAT THE MEETING AT WHICH THE RESOLUTION WAS ADOPTED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS: on or about March 10, 2026, Texas Gas Service Company, a Division of ONE Gas, Inc., (the Company or TGS) filed an application to increase its gas utility rates under the Gas Reliability Infrastructure Program ('GRIP"), resulting in a requested increase in its monthly customer charges as shown below:

Rate Schedule	Current Customer Charge	Proposed 2026 Interim Rate Adjustment	Proposed Monthly Customer Charge
Residential - Small Average Usage of @ 1.7 Mcf*	$19.50	$3.58	$23.08
Residential - Large Average Usage of @ 4.6 Mcf*	$35.00	$3.58	$38.58
Commercial - Small Average Usage of 4.5 Mcf*	$75.00	$13.70	$88.70
Commercial - Large Average Usage of 89.8 Mcf*	$150.00	$13.70	$163.70
Industrial Average Usage of 408.1 Mcf*	$1,250.00	$197.56	$1,447.56
Public Authority Average Usage of 54.9 Mcf*	$200.00	$25.90	$225.90
Compressed Natural Gas Average Usage of 0 Mcf*	$320.00	$0.00	$320.00
Transportation - General Average Usage of 701.0 Mcf*	$500.00	$99.98	$599.98
Transportation - Electrical Generation Average Usage of 35,532.7 Mcf*	$1,000.00	$2,275.55	$3,275.55

and

WHEREAS: The City has a special responsibility to exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries; and

WHEREAS: The application to increase rates by TGS is complex; and

WHEREAS: It is necessary to suspend the effective date for the increase in rates for forty-five days, so that the City can assure itself that the data and calculations in TGS's rate application are correctly done, and whether TGS's application otherwise conforms to the requirements of Texas Utilities Code § 104.301, commonly referred to as the GRIP statute; and

WHEREAS: The effective date proposed by TGS is May 9, 2026, but a suspension by the City means that the rate increase cannot go into effect prior to June 23, 2026.

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

SECTION 1. The statements and findings set out in the preamble to this resolution are hereby in all things approved and adopted.

SECTION 2. Pursuant to the authority granted the City under Section 104.301 of the Texas Utilities Code the City suspends TGS's proposed effective date of May 9, 2026, by forty-five days to June 23, 2026.

SECTION 3. The City finds that additional time is needed in order to review the data and calculations that provide the basis for the rate increase application, and to determine whether TGS's application otherwise conforms to the requirements of the GRIP statute.

SECTION 4. The City authorizes the law firm of Herrera Law & Associates, PLLC, to act on its behalf in connection with TGS's application to increase rates.

SECTION 5. TGS is ordered to reimburse the City's reasonable rate case expenses incurred in response to TGS's application within 30 days of receipt of invoices for such expenses to the extent allowed by law.

SECTION 6. The meeting at which this resolution was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 7. This resolution shall be effective immediately upon passage.

PASSED AND APPROVED this _____ day of May 2026.

TOWN OF HORIZON CITY

By:_____
Andres Renteria, Mayor

ATTEST:

By:_____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By:_____
Sylvia Borunda Firth, City Attorney

AGENDA INFORMATION SHEET

AGENDA ITEM NO. _____

ACTION TO SUSPEND THE EFFECTIVE DATE PROPOSED BY TEXAS GAS SERVICE COMPANY, A DIVISION OF ONE GAS, INC., TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM FOR 45 DAYS

TGS'S "GRIP" APPLICATION

On or about March 10, 2026, Texas Gas Service Company, a Division of ONE Gas, Inc., (the Company or TGS) filed an application to increase its gas utility rates under the Gas Reliability Infrastructure Program ('GRIP"). TGS's application when approved by the Railroad Commission will result in an increase in the monthly customer charges as shown below:

Rate Schedule	Current Customer Charge	Proposed 2026 Interim Rate Adjustment	Proposed Monthly Customer Charge
Residential - Small Average Usage of @ 1.7 Mcf*	$19.50	$3.58	$23.08
Residential - Large Average Usage of @ 4.6 Mcf*	$35.00	$3.58	$38.58
Commercial - Small Average Usage of 4.5 Mcf*	$75.00	$13.70	$88.70
Commercial - Large Average Usage of 89.8 Mcf*	$150.00	$13.70	$163.70
Industrial Average Usage of 408.1 Mcf*	$1,250.00	$197.56	$1,447.56
Public Authority Average Usage of 54.9 Mcf*	$200.00	$25.90	$225.90
Compressed Natural Gas Average Usage of 0 Mcf*	$320.00	$0.00	$320.00
Transportation - General Average Usage of 701.0 Mcf*	$500.00	$99.98	$599.98
Transportation - Electrical Generation Average Usage of 35,532.7 Mcf*	$1,000.00	$2,275.55	$3,275.55

TGS's proposed interim rate adjustment is based on capital expenditures it made from January 1, 2025, through December 31, 2025. TGS proposed May 9, 2026, as the date its proposed increase in rates would take effect.

Under Section 104.301 of the Gas Utility Regulatory Act (GURA), the City may suspend the utility's proposed effective date for a period of up to 45 days. Thus, suspending TGS's proposed effective date of May 9, 2026, for 45 days extends the effective of TGS's proposed increase in rates to June 23, 2026. *Note that TGS refers to its filing as its "2025" filing referring to the period covering the investments in made from January 1, 2025 through December 31, 2025. We refer to it as its "2026" filing referring to the year in which it made the filing and in which its increase in rates will go into effect.*

"GRIP" RATE APPLICATIONS

Under Section 104.301 of the Gas Utility Regulatory Act (GURA), a gas utility is allowed to request increases in its rates to recover a return on investments it makes between rate cases. This section of GURA is commonly referred to as the "GRIP" statute (the "Gas Reliability Infrastructure Program"). More accurately stated, GURA § 104.301 refers to these types of increases in rates as an "interim rate adjustment."

Under a decision by the Supreme Court of Texas, the Court concluded that a filing made under the GRIP statute permitted gas utilities the opportunity to recover a return on capital expenditures made during the interim period between rate cases by applying for an interim rate adjustment and that proceedings under the GRIP statute did not contemplate either adjudicative hearings or substantive review of utilities' filings for interim rate adjustments. Instead, the Court concluded, the GRIP statute provides for a *ministerial* review of the utility's filings to ensure compliance with the GRIP statute and the Railroad Commission's rules, and that it is within the Railroad Commission's authority to preclude cities from intervening and obtaining a hearing before the Railroad Commission.

REVIEW AND ACTION RECOMMENDED

Although the City's ability to review and effectuate a change in TGS's requested increase is limited, the City should exercise due diligence with regard to rate increases by monopoly utilities who operate within its boundaries, including increases requested under the GRIP statute to ensure compliance with the requirements of that law.

To exercise its due diligence, it is necessary to suspend TGS's proposed effective date of May 9, 2026, for forty-five days, so that the City can evaluate whether the data and calculations in TGS's rate application are correctly done, and whether TGS's application otherwise conforms to the requirements of the GRIP statute.

Therefore, the City's Special Counsel, the law firm of Herrera Law & Associates, PLLC (through Alfred R. Herrera) recommends that the City adopt a resolution suspending TGS's proposed effective date for 45 days. Assuming a proposed effective date of May 9, 2026, TGS's proposed effective date is suspended until June 23, 2026.

The City must take action to suspend by no later than May 9, 2026.

HORIZON CITY
RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF HORIZON CITY, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE TOWN OF CLINT FOR VECTOR CONTROL SERVICES.

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

WHEREAS, the Town of Horizon City has agreed to provide vector control services to the Town of Clint as described in an Interlocal Agreement;

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

Section 1. The City Council hereby authorizes the Mayor to execute the Interlocal Agreement between the Town of Horizon City and the Town of Clint for vector control services attached to this Resolution as Attachment "A".

Section 2. Staff is authorized to provide the Town of Clint with vector control services in exchange to the payment of the fees specified tin the Interlocal Agreement.

This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED ON the _____day of May 2026.

TOWN OF HORIZON CITY

By:_____
Andres Renteria, Mayor

ATTEST:

By:_____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By:_____
Sylvia Borunda Firth, City Attorney

TOWN OF CLINT

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF CLINT, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE TOWN OF HORIZON CITY FOR VECTOR CONTROL SERVICES.

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

WHEREAS, the Town of Horizon City has agreed to provide vector control services to the Town of Clint as described in an Interlocal Agreement;

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

Section 1. The City Council hereby authorizes the Mayor to execute the Interlocal Agreement between the Town of Horizon City and the Town of Clint for vector control services attached to this Resolution as Attachment "A".

Section 2. Staff is authorized to make payment to the Town of Horizon City for vector control services as specified in the Interlocal Agreement.

This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED ON the 20th day of April 2026.

TOWN OF ~~HORIZON CITY~~ Clint

By: _____
Ramon Cano, Mayor

ATTEST:

By: _____
Susie Rodriguez, City Clerk

APPROVED AS TO FORM:

By: _____
Desiree Duarte, Town Attorney

STATE OF TEXAS)
) **INTERLOCAL AGREEMENT**
COUNTY OF EL PASO)

THIS AGREEMENT is entered into on this 20th day of April 2026 by and between the **TOWN OF HORIZON CITY, TEXAS** ("Town of Horizon City") and the **TOWN OF CLINT, TEXAS** ("Town of Clint") by and through its duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

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

WHEREAS, the Town of Horizon has a Code Enforcement Department which provides mosquito control services to the Town of Horizon; and 43

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

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

1. **SCOPE OF SERVICES.**

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

The Town of Horizon City will provide larvicide and fogging services ("vector control services") on a weekly basis.

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

1.3 The Town of Horizon City agrees that it will keep accurate records of all services provided to the Town of Clint pursuant to this Agreement as part of its routine data collection processes and shall report such activities in its standardized records format to Town of Clint officials, as requested. However,

the Town of Horizon City will not be required to furnish copies of any reports that are maintained on the Town of Horizon City's website and available to the Town of Clint from the website.

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

2. **LOCATION OF PERFORMANCE.** The place where services are to be performed is in the Town of Clint, Texas, and any extraterritorial jurisdiction thereof where the Town of Clint may lawfully provide vector control services as delegated and authorized under this Interlocal Agreement (jurisdictional areas of the Town of Clint). 44

3. **TIMES OF PERFORMANCE.** The Town of Horizon City will commence the provision of its services on May 1, 2026, and will terminate on Oct. 31, 2026, regardless of the date of execution of this Agreement.

3.1 In the event of an mosquito control emergency, such as, but not limited to, a disaster declaration of the Town of Clint, requiring, as a result of the emergency, mosquito control services from the Town of Horizon City after Oct. 31, 2026, and prior to the signing of any subsequent Interlocal for mosquito control services between the Parties to this Agreement, the required services shall be provided by the Town of Horizon City to the Town of Clint at the rate described in the present Agreement, and the Town of Clint shall pay for Town of Horizon City said services at said rate within thirty (30) days of receipt of an invoice from the Town of Horizon City for said services.

4. **COMPENSATION.**

4.1 The Town of Clint agrees to pay the amount not to exceed THIRTY FOUR THOUSAND SIX HUNDRED NINETY SEVEN and .02/100 DOLLARS ($34,697.02) for services rendered in accordance with this Agreement, excluding the services described in Section 3.1. Payments shall be made within thirty (30) days of receipt of an invoice from the Town of Horizon City for said services. The payment described in this Section 4.1 does not include the services described in Section 3.1. The Rate Schedule attached hereto as Appendix A identifies the total cost of services offered by the Town of Horizon City to the Town of Clint pursuant to this Agreement.

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

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

6.1 *Privileges and Immunities.* All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the Town of Horizon City when performing a function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement. Each Party reserves, and does not waive, its rights of sovereign immunity and rights under the Texas Tort Claims Act.

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

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

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

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

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

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

All payments by the Town of Clint under this Agreement are payable only out of current Town of Clint revenues. In the event that funds relating to this Agreement do not become available, such as by Town of Clint City Council not appropriating the funds, the Town of Clint shall have no future obligation to pay or perform any future services related herein to the Town of Horizon for the Town of Clint's fiscal year during which time such funding is not available or appropriated; however, all services that have been provided by the Town of Horizon shall be paid in accordance with Sections 5 and 6 of this Agreement. Should the Town of Clint experience a funding unavailability related to the services described in this Agreement, the Town of Clint shall immediately provide written notification to the Town of Horizon City of such case and either Party may choose to terminate the Agreement subject to this Section 7. In the event that the Town of Clint notifies the Town of Horizon City that the Town of Clint is experiencing a funding unavailability related to this Agreement, the Town of Horizon City shall immediately cease providing the services described in this Agreement to the Town of Clint except as required by related grant funding requirements to which the Town of Horizon City must adhere.

8. **INDEPENDENT CONTRACTORS.** The Town of Horizon City and the Town of Clint are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the Town of Horizon City nor the Town of Clint nor any of their respective agents or employees shall control or have any right to control the activities of the other Party in carrying out the terms of this Agreement.

9. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall

not affect the validity of the remainder of this Agreement.

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

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

STATE OF TEXAS)
) INTERLOCAL AGREEMENT
COUNTY OF EL PASO)

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

Signed the 20th day of April 2026.

TOWN OF CLINT

By: Ramon Cano
Ramon Cano, Mayor

ATTEST:

Susie Rodriguez
Susie Rodirguez, Town Clerk

(*Signatures continue on the following page*)

STATE OF TEXAS)
) INTERLOCAL AGREEMENT
COUNTY OF EL PASO)

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

Signed the_____day of_____ _____, 2026.

TOWN OF HORIZON CITY

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By:_____
Andres Renteria, Mayor

ATTEST:

By:_____
Elvia Schuller, City Clerk

APPENDIX A
2026 FEE SCHEDULE

APPENDIX A
FEE SCHEDULE

Service	Hours	Hourly/Daily Rate	Number of Days/Hours	Weekly Rate	Total for 26 weeks
Larvaciding Mileage	22 travel miles + 10 larvaciding miles @ $0.73 per week	$ 0.73	1 day	$ 23.36	$ 607.36
Fogging Mileage OVT	22 travel miles + 20 fogging miles @ $0.73 per week	$ 0.73	1 day	$ 30.66	$ 797.16
Equipment Maintenance	$250	$ 0.12	12 hours	$ 1.44	$ 37.50
Chemicals*	see below	*	*	$ 744.64	$ 19,360.64
Larvaciding Labor	6 hours per week	$ 23.68	6 hours	$ 142.08	$ 3,694.08
Fogging Labor	6 hours OVT per week	$ 35.53	6 hours	$ 213.18	$ 5,542.68
Recordkeeping	1 hour per week	$ 23.68	1 hour	$ 23.22	$ 603.72
Program Management	2 hours per week	$ 45.05	2 hours	$ 90.10	$ 2,342.60
FICA/Medicare	Earnings at Rate	7.65%			$ 932.01
TMRS	Earnings at Rate	5.75%			$ 700.53
Certification Renewal & Maintenance	$250	$ 0.12	14 hours	$ 1.68	$ 43.75
Tool & Safety Equipment	$200	$ 0.10	14 hours	$ 1.35	$ 35.00
	Totals:	$ 129.87		$ 1,271.71	**$ 34,697.02**

Chemicals*					
Larvaciding granuals per lb	covers 2 acres	$16.24	8	$129.92	
Larvaciding oil per gallon	covers 1 acre	$29.46	2	$58.92	
Fogging Chemical per gallon	covers all 20 miles (approximately) of roadways within city limits	$79.40	7	$555.80	
				$744.64	weekly
				$19,360.64	26 weeks

2025

APPENDIX A
FEE SCHEDULE

Service	Hours	Hourly/Daily Rate	Number of Days/Hours	Weekly Rate	Total for 27 weeks
Larvaciding Mileage	22 travel miles + 10 larvaciding miles @ $0 67 per week	$ 0.72	1 day	$ 23.04	$ 506.88
Fogging Mileage OVT	22 travel miles + 20 fogging miles @ $0.67 per week	$ 0.72	1 day	$ 30.24	$ 665 28
Equipment Maintenance	$25	$ 0.12	12 hours	$ 1 44	$ 31 73
Chemicals*	see below	*	*	$ 730 17	$ 16,063 74
Larvaciding Labor	6 hours per week	$ 23 22	6 hours	$ 139.32	$ 3,065.04
Fogging Labor	6 hours OVT per week	$ 34 84	6 hours	$ 209 04	$ 4,598 88
Recordkeeping	1 hour per week	$ 23.22	1 hour	$ 23.22	$ 10.84
Program Management	2 hours per week	$ 44.17	2 hours	$ 88 34	$ 1,943.48
FICA/Medicare	Earnings at Rate	7 65%			$ 774 05
TMRS	Earnings at Rate	5.75%			$ 581.80
Certification Renewal & Maintenance	$250	$ 0.12	14 hours	$ 1 68	$ 37.02
Tool & Safety Equipment	$200	$ 0.10	14 hours	$ 1.35	$ 29.62
	Totals:	$ 127 36		$ 1,247 84	$ 28,808.35

Chemicals*					
Larvaciding granuals per lb	covers 2 acres	$15.93	8	$127 44	
Larvaciding oil per gallon	covers 1 acre	$28.89	2	$57 78	
Fogging Chemical per gallon	covers all 20 miles (approximately) of roadways within city limits	$77.85	7	$544 95	
				$730 17	weekly
				$16,063 74	22 weeks