



**HORIZON CITY**

**Incorporated 1988**

**AGENDA  
PUBLIC MEETING  
ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS MEETING  
THE TOWN OF HORIZON CITY, TEXAS  
Tuesday, July 21, 2020, 6:30 PM**

Notice is hereby given that a ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS MEETING of the Town of Horizon City, Texas will be held on **Tuesday, July 21, 2020 at 6:30 PM** at Virtual Meeting, 15001 Darrington Road, Horizon City, TX 79928, at which time the following will be discussed and considered:

**WebEx meeting:**

To watch by videoconference:

<https://horizoncityeconomicdevelopmentcorporation.my.webex.com/horizoncityeconomicdevelopmentcorporation.my/j.php?MTID=m58c>

**Meeting number: 126 519 5845**

**Meeting password: 6JfKcTWdP67 (65352893 from phones and video systems )**

Join by phone

**+1-408-418-9388 United States**

**Toll**

On Tuesday, July 21, 2020

- 1. Call to order; Establishment of Quorum**
- 2. Approval of Minutes from:** June 24, 2020 Regular EDC Board Meeting. **3**
- 3. Discussion:**  
Presenter: EDC Executive Director  
On recent activities by the Horizon Economic Development Corporation.
- 4. Discussion and Action:** **5**  
Presenter: EDC Executive Director  
On Horizon City EDC's agreement with Summit Plastic Molding.
- 5. Discussion and Action:** **21**  
Presenter: EDC Executive Director  
On a proposed Horizon City EDC budget for the 2021 fiscal year.
- 6. Discussion and Action:** **29**  
Presenter: EDC Executive Director/Horizon City CIP Manager  
On improvements to N. Darrington Rd. and the N. Darrington Rd./Horizon Boulevard intersection and their impact on nearby commercial properties.
- 7. Executive Session**  
The Economic Development Corporation Board of Directors of the Town of Horizon City may recess into EXECUTIVE SESSION pursuant to the Texas Government Code, Chapter 551, Subchapter D, under Article 551.071 – Consultation with Attorney; 551.072 – Deliberation Regarding Real Property; 551.073 – Deliberation

Regarding Gifts and Donations; 551.074 – Personnel Matters; 551.076 – Deliberation Regarding Security Devices and 551.087 – Deliberation Regarding Economic Development Negotiations.

Adjournment:

Motion to Adjournment: \_\_\_\_\_ 2nd \_\_\_\_\_

Dated this Tuesday, July 17, 2020

By: \_\_\_\_\_  
Elvia Schuller, City Clerk

I, the undersigned authority, hereby certify that the above notice of the ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS MEETING of the Town of Horizon City, Texas is a correct copy of this notice, and that I posted this notice at least seventy-two (72) hours preceding the scheduled meeting at the City Hall Bulletin Boards of the Town of Horizon City, Texas on this Tuesday, July 17, 2020 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  
ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS MEETING  
THE TOWN OF HORIZON CITY, TEXAS  
Wednesday, June 24, 2020, 6:30 PM**

Notice is hereby given that a ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS MEETING of the Town of Horizon City, Texas was held on **Wednesday, June 24, 2020 at 6:30 PM**, at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following was discussed and considered:

**WebEx meeting:**

To watch by videoconference:

<https://horizoncityeconomicdevelopmentcorporation.my.webex.com/horizoncityeconomicdevelopmentcorporation.my/j.php?MTID=me77a405ec02c0e15b7bc056514d17959>

**Meeting number: 126 090 9445**

**Meeting password: MbvmfP7AZ95**

Join by phone

**+1-408-418-9388 United States Toll**

On Wednesday, June 24, 2020

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

Board Members Present: Walter Miller, Jerry Garcia, Justin Chapman, Allie Lozano, Kevin Richardson and EDC Executive Director. Absent Board Members: Karina Hagelsieb and Bob Jarvis. Quorum Established.

City Staff Present: Board Secretary Veronica Rojas; CIP Manager Terry Quezada; Asst. City Atty. Bertha Ontiveros; Board Treasurer Pat Randleel; Planning Director Michelle Padilla; Special Counsel Sylvia Firth, Josue Mendoza

**2. Approval of Minutes from:** April 21, 2020 Regular Board Meeting.

The above-stated minutes were approved on a motion by Board Member Walter Miller and seconded by Board Member Allie Lozano. Motion Carried Unanimously (5-0).

**3. Discussion:**

On a Transit Oriented Development (TOD) and Tax Increment Reinvestment Zone (TIRZ) Update.

Presenter: EDC Executive Director/CIP Manager

CIP Manager, Terry Quezada gave presentation of this item.

**4. Discussion:**

On recent activities by the Horizon City Economic Development Corporation.

Presenter: EDC Executive Director

EDC Executive Director Michael Hernandez spoke regarding this item.

**5. Discussion and Action:**

On a proposed commercial development analysis of the Transit Oriented Development by Pegasus Planning and Development.

Presenter: EDC Executive Director

No action taken on this item. Proposal to be refined.

**6. Discussion and Action:**

On an agreement between Horizon City EDC and Polar Service Center/Entrans International for a manufacturing operation.

Presenter: EDC Executive Director/Counsel

A motion to finalize the agreement and the terms presented between Horizon City EDC and Polar Service Center/Entrans International for a manufacturing operation was made by Board Member Jerry Garcia and seconded by Board Member Kevin Richardson. Motion Carried Unanimously (5-0).

**7. Executive Session**

The Economic Development Corporation Board of Directors of the Town of Horizon City may recess into EXECUTIVE SESSION pursuant to the Texas Government Code, Chapter 551, Subchapter D, under Article 551.071 – Consultation with Attorney; 551.072 – Deliberation Regarding Real Property; 551.073 – Deliberation Regarding Gifts and Donations; 551.074 – Personnel Matters; 551.076 – Deliberation Regarding Security Devices and 551.087 – Deliberation Regarding Economic Development Negotiations.

**ADJOURNMENT**

A motion was made by Board Member Jerry Garcia and seconded by Kevin Richardson to adjourn at 7:42 P.M.

Approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Attest:**

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Board President



a "project", as that term is defined in the Act, and is willing to provide Company with economic assistance as hereinafter set forth on the terms and subject to the conditions as stated herein and Company is willing to accept the same subject to all terms and conditions contained in this Agreement; and

**WHEREAS**, the EDC has determined that the Project is in the best interest of the public and the Town of Horizon City and promotes the purposes authorized by the voters of the City for which the EDC was established to encourage the expansion, development and use of industrial and business properties within the City.

**NOW, THEREFORE**, for and in consideration of the above recitals and the terms, conditions and requirements hereinafter set forth, the parties hereto agree as follows:

**1. Economic Assistance.**

Subject to the terms of this Agreement and provided there is no Event of Default by Company under this Agreement with the City, the EDC will provide to the Company economic assistance in the form of a grant/unsecured loan that may be forgiven under the terms of this Agreement ("Economic Incentives") to finance a portion of the costs incurred by Company to implement the Project in an amount up to, but not to exceed the principal amount of SEVENTY FIVE THOUSAND AND NO/100ths DOLLARS (\$75,000.00).

The obligation to repay the loan shall be evidenced by the Note (attached hereto and incorporated by reference as **Exhibit "A"**). The Company's obligation shall not be otherwise secured by the Project or any other collateral but shall be a general obligation of the Company. The Note shall bear interest at a rate per annum equal to the floating prime or base rate published in the Wall Street Journal for December 31<sup>st</sup> of each year plus one and three-fourths percent (1 - 3/4%) during the repayment period and will be adjusted annually.

The Company's payment of the Economic Incentives loan amount may be forgiven by the EDC in the event the Company meets or exceeds the requirements described in Section 5 of this Agreement.

**2. EDC Disbursement of Economic Incentives Funds.**

For the period beginning on the execution date of this Agreement and extending until the sooner to occur of (i) the disbursement of funds is made for twenty-four (24) months; or (ii) the receipt by Company of the principal amount of Seventy-Five Thousand and No/100ths Dollars (\$75,000.00.00), the EDC shall disburse to Company as Economic Incentives, as follows:

\$ 25,000 Four (4) months after Execution Date

\$ 25,000 Ten (10) months after Execution Date

\$ 25,000 Twenty-one (21) months after Execution Date

**3. Criteria to Qualify for Incentives** The following conditions must be satisfied for the entire term of the Agreement in order for a Project to qualify for the Economic Incentives:

A. The Company shall, prior to the disbursement of the Economic Incentives, deliver to the EDC financial statements of the Company for the most recent fiscal year end as well as any all documentation establishing a net worth and financial stability capable of supporting the Project. The obligation of the EDC under this Agreement shall be subject to the approval by the EDC of such financial statements. Future financial statements shall be provided to the EDC by the Company as required herein.

B. Company shall provide to EDC a certificate from an authorized officer of Company and such documentation reasonably required by EDC verifying the cost and detail of the Project.

C. At the time of disbursement of any portion of the Economic Incentives, Company shall not be delinquent in the payment of any ad valorem taxes then owed by Company on the Project (provided, however, Company retains the right to timely and properly protest and contest any such taxes or fees).

D. Within thirty (30) days of the Completion Deadline, Company has certified that the capital investment and related capital improvements and the jobs created for the Project have met the minimums set forth in **Exhibit "C"** (the "Schedule of Capital Investment and Jobs").

**4. Term of the Agreement.**

For purposes of this Agreement, a year shall consist of a period of four (4) calendar quarters ending on the last day of the month in each December, March, June and September. The term of the Agreement shall be from the date upon which both the EDC and Company have executed this Agreement until the date that is twenty-four (24) months from the Execution Date, unless sooner terminated as herein set forth (the "Term").

**5. Amounts Payable and Forgiveness Options**

The Company hereby agrees to pay the Note and repay the loan making the following payments:

A. The Company shall pay or cause to be paid amounts owing under the Note as directed by the EDC in immediately available funds for the account of the EDC by any date that any payment of principal of, interest and any other amount on the Note shall

have been fully paid or provision for the payment thereof shall have been made.

B. In the event that the Company shall fail to make any of the payments required under this Agreement or the Note, the item or installment so in default shall bear interest and continue as an obligation of the Company until the amount in default shall have been fully paid.

C. The Note shall be payable in three (3) installments of principal, plus accrued interest at the applicable rate, as follows:

- 1) \$25,000.00 plus accrued interest on or before seven (7) months from the Execution Date
- 2) \$25,000.00 plus accrued interest on or before thirteen (13) months from the Execution Date
- 3) \$25,000.00 plus accrued interest on or before twenty-four (24) months from the Execution Date

D. *Notwithstanding the above, in the event the Company meets or exceeds the performance measures set forth in Exhibit C, Schedule of Capital Investment and Jobs, and provided Company meets the qualifications set forth in Paragraph 3 above each period, the applicable installment of principal and interest owing on the Note shall be FORGIVEN and the Company shall receive a credit on the Note for such amount.*

E. All documentation required to establish the Company's eligibility for forgiveness or credit shall be submitted to the EDC on or before thirty (30) days prior to the applicable repayment date. The Company shall not be entitled to forgiveness or credit on any installment due on the Note unless and until it receives written confirmation from the EDC that it has established its eligibility for the forgiveness and credit for that year. Upon failure of the Company to establish its eligibility for the forgiveness or credit on or before ten (10) calendar days prior to the applicable Repayment Date, the Company shall be liable for the principal and interest payment due on that date and any failure to pay the same shall constitute a default under the terms of the Note.

F. In the event the Company fails to qualify for the forgiveness of the principal and interest in any year, and is thus required to pay the installment due on the Note for that year, the Company shall be entitled to meet the requirements for succeeding years and receive the applicable credit on the Note for that year.

## **6. Confidentiality.**

To the extent permitted by law, and subject to the requirements of the Texas Public Information Act, the EDC shall maintain the confidentiality of the information contained

any submittals required by this Agreement (collectively, the “Company Information”), but shall be permitted to disclose the Company Information to such EDC officers, employees and consultants as the EDC, in its reasonable discretion, deems appropriate in furtherance of the purposes herein set forth.

Notwithstanding the above, the parties acknowledge that the Texas Public Information Act (the “Act”) exempts certain financial information from disclosure, provided that the EDC and the Company submit its arguments to the Attorney General as provided by law. The EDC will notify the Company about any request for information relating to this Agreement, as required by the Act.

## **7. Default**

A. The following shall constitute an “Event of Default” under this Agreement:

(1) Upon the expiration of the notice and cure period set forth in the first sentence of Paragraph 7(b) below, the EDC’s failure to process any portion of the payments owing to Company in accordance with this Agreement

(2) Upon the expiration of the notice and cure period set forth in the first sentence of Paragraph 7(b) below, a failure of Completion of Construction to occur on or before the Completion Deadline (as the same may have been extended by Force Majeure).

(3) Upon the expiration of the notice and cure period set forth in the first sentence of Paragraph 7(b) below, Company’s failure to pay any real or personal ad valorem taxes or other material fees or charges owed by Company to the City prior to delinquency (provided, however, Company retains the right to timely and properly protest and contest any such taxes or fees and so long as Company is timely and properly protesting or contesting the same it shall not constitute an Event of Default).

(4) Upon the failure of the Company to occupy and operate the business that is the recipient of the funding in Horizon City for a period of three (3) years from the Execution Date.

(5) A breach of a representation under this Agreement by Company or the EDC.

B. In the event of the occurrence of a default described under Paragraph 7(A) above, the non-defaulting party may give written notice to the other party of such default, and the defaulting party shall have (i) thirty (30) days thereafter to cure said default or (ii) if the defaulting party is diligently pursuing the cure of such default but such default is not reasonably curable within thirty (30) calendar days, then the

defaulting party shall have such additional amount of time as is reasonably necessary to cure such default. Should said default remain uncured after such cure period and the non-defaulting party is not otherwise in default hereunder, then the non-defaulting party shall have the right to give the defaulting party a notice (the "Second Notice") that this Agreement shall immediately terminate if such default is not cured within fifteen (15) days after the Second Notice is given and, if such default is not cured within such additional 15-day period, regardless of the amount of time reasonably necessary to cure, then this Agreement shall terminate without further action by either party. In addition and without terminating this Agreement, Company shall further have the power to enforce specific performance or bring an action to collect amounts owing upon an Event of Default by the EDC. Company shall further have the right to seek a judicial declaration of the appropriate amount of Grant payments owing by the EDC. No action shall lie for damages by either party (beyond the foregoing amounts owed by the EDC upon an Event of Default by the EDC), including punitive damages, and no special or consequential damages shall be recovered by any party.

C. This Agreement shall terminate upon the occurrence of any one of the following:

- (1) the execution by both parties of a written agreement terminating this Agreement;
- (2) the expiration of the term of this Agreement;
- (3) at the option of the non-defaulting party (subject to the notice and cure and other provisions of Paragraph 7(b) above), after an Event of Default.

D. The prevailing party in any action to enforce this Agreement shall be entitled to receive reasonable attorneys' fees from the non-prevailing party.

E. The EDC's sole and exclusive remedies for a breach by Company under this Agreement shall be those expressly provided for in this Paragraph 7 and elsewhere in this Agreement and the EDC hereby waives any other remedies under law or in equity.

F. TO THE EXTENT PERMITTED BY APPLICABLE LAWS, THE EDC VOLUNTARILY WAIVES ITS RIGHT TO ASSERT SOVEREIGN IMMUNITY FROM SUIT OR LIABILITY IN RESPONSE TO AN ACTION BY COMPANY SEEKING ONLY THE REMEDIES SPECIFIED IN THIS AGREEMENT.

THE EDC DOES NOT OTHERWISE WAIVE IMMUNITIES EXISTING UNDER APPLICABLE LAWS, AND IT IS EXPRESSLY UNDERSTOOD THAT THE WAIVER HERE GRANTED IS A LIMITED AND NOT A GENERAL WAIVER, AND THAT ITS EFFECT IS LIMITED TO SPECIFIC CLAIMS UNDER THIS AGREEMENT.

## **8. Force Majeure**

For purposes of this Agreement, the term “Force Majeure” shall mean and refer to (a) labor disputes, strikes, lockouts, action of labor unions; (b) inability after expending reasonable efforts to procure or general shortage of labor, equipment, facilities, materials or supplies in the ordinary course on the open market; (c) fire, earthquake, floods, explosion, actions of the elements, severe and adverse weather conditions, act of God; (d) war, invasion, riots, insurrections, civil commotion, mob violence, sabotage, act of the public enemy, terrorist acts; (e) condemnation, requisition, moratorium, unusual delay in transportation, unforeseeable acts, delays or failures to act by any governmental entity or their respective agents or employees, unforeseeable governmental restrictions, regulations or controls; or (f) other causes beyond the reasonable control of Company after the exercise of due diligence. Force Majeure shall not include delays caused by Company’s lack of, or inability to obtain, funds.

## **9. Assignment**

A. Except as hereinafter provided, this Agreement may not be assigned by any party without the written consent of the other parties.

B. Any attempted transfer or assignment of this Agreement by Company in violation of the terms set forth in this Paragraph 9 shall be void ab initio, and shall entitle the EDC to terminate this Agreement by written notice to Company; provided, however, that such termination shall not be effective if, within ten (10) days after its receipt of the EDC’s termination notice. Company shall notify the EDC that Company has rescinded such attempted transfer or assignment.

C. Nothing in this Agreement shall prohibit Company from conveying or leasing any interest in the Property; provided however that if Company conveys or leases all of its interest in the Property or the Project to any party other than an Affiliate as permitted in Paragraph 9(b) above, then, unless an assignment of this Agreement executed by the Company has been recorded in the real property records where the Property is located at the time of such conveyance or lease, this Agreement shall terminate automatically and immediately without any further action required on the part of either party. To memorialize such termination, Company shall execute a confirmation of such termination which shall be recorded in the real property records where the Properties are located.

**10. Miscellaneous**

A. This Agreement shall be construed according to the laws of the State of Texas and is subject to all provisions of the Act, which are incorporated herein by reference for all purposes. In the event any provision of the Agreement is in conflict with the Act, the Act shall prevail.

B. This Agreement shall be governed by the laws of the State of Texas and is specifically performable in El Paso County, Texas.

C. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

D. Any notice required or permitted to be given under this Agreement shall be deemed delivered by hand delivery or depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other address as any party hereto might specify in writing:

EDC: Horizon City Economic Development Corporation  
Attn: President  
14999 Darrington Rd.  
Horizon City, Texas 79928

With a Copy to: Horizon City Economic Development Corporation  
Attn: Executive Director  
14999 Darrington Rd.  
Horizon City, Texas 79928

COMPANY: Summit Industrial Plastics II, Inc.  
Attn: President/CEO  
201 S. Darrington Road  
Horizon City, Texas 79928

E. This Agreement contains the entire agreement of the parties regarding the subject matter and may only be amended or revoked by the written agreement executed by all of the parties hereto.

F. If requested by either party, the other party agrees to deliver within twenty (20) days of the requesting party's request, an estoppel certificate confirming to the other party that the following, to the extent truthful or detailing the inaccuracies to the extent not truthful: (1) an attached copy of this Agreement is true and complete, is in full force and effect and has not been supplemented, amended or modified (or referencing and attaching copies of any such supplement, amendment or modification); (2) to the actual knowledge of the non-requesting party, no default of the requesting party exists

hereunder, (3) there are no existing or intended documents related to the Economic Incentives other than this Agreement and the Development Agreement with the Company; and (4) the requesting party is and shall be entitled to rely upon the estoppel certificate.

G. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes, but all of which shall constitute one instrument. Execution copies of this Agreement may be delivered by facsimile or email, and the parties hereto agree to accept and be bound by facsimile signatures or scanned signatures transmitted via email hereto, which signatures shall be considered as original signatures with the transmitted Agreement having the same binding effect as an original signature on an original Agreement.

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

I. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

J. Time is of the essence in this Agreement.

K. The parties agree this Agreement has been drafted jointly by the parties and their legal representatives.

***[SIGNATURE PAGE TO FOLLOW]***

**BY THE EXECUTION HEREOF**, each signatory hereto represents and affirms that he is acting on behalf of the party indicated, that such party has taken all action necessary to authorize the execution and delivery of the Agreement and that the same is a binding obligation on such party.

EXECUTED this 13<sup>th</sup> day of November, 2018.

**EDC:**

**HORIZON CITY ECONOMIC  
DEVELOPMENT CORPORATION**

By: 

**COMPANY:**

**SUMMIT PLASTIC MOLDING II, INC.,**  
a Texas corporation

By: 

Raymond Kalinonski  
President/CEO

Exhibits:

- Exhibit A - Promissory Note
- Exhibit B - Employment Certification
- Exhibit C - Schedule of Capital Investment and Jobs

**EXHIBIT A**

**EXHIBIT B**

**CERTIFICATION REGARDING EMPLOYMENT OF UNDOCUMENTED  
ALIENS**

**SUMMIT PLASTIC MOLDING II, INC.**, a Texas corporation (“Company”) hereby certifies that Company, and any branches, divisions, or departments, does not and will not knowingly employ an undocumented worker, as that term is defined by Section 2264.001(4) of the Texas Government Code. In the event that, Company or any branch, division, or department of Company, is convicted of a violation under 8 U.S.C. Section 1324a(f) (relating to federal criminal penalties and injunctions for a pattern or practice of employing unauthorized aliens), subject to any appellate rights that may lawfully be available to and exercised by Company, must repay, within one hundred twenty (120) calendar days following receipt of written demand from the EDC, the aggregate amount of any economic development grants received by Company from the EDC, if any, plus Simple Interest at a rate of two percent (2%) per annum.

For the purposes of this Certification, “Simple Interest” is defined as a rate of interest applied only to an original amount of a grant payment made to Company by the City. This rate of interest can be applied each year or prorated as to partial years, but will only apply to the amount of grants received hereunder and is not applied to interest calculated. For example, if a grant payment received by Company is \$10,000 and it is required to be paid back with two percent (2%) interest five years later, the total amount would be  $\$10,000 + [5 \times (\$10,000 \times 0.02)]$ , which is \$11,000. This repayment obligation shall not apply to convictions of any Affiliate of Company, any franchisees of Company, or any person or entity with whom Company contracts.

**SUMMIT PLASTIC MOLDING II, INC.**

a Texas corporation

By: 

Raymond Kalinonski

President/CEO

**Exhibit C**

**SCHEDULE OF CAPITAL INVESTMENT AND JOBS FOR FACILITY TO QUALIFY  
FOR DISBURSEMENT OF PAYMENTS**

<b>PERFORMANCE METRICS</b>	<b>NUMBER/PERCENT</b>	<b>DEADLINE – FROM EXECUTION DATE</b>
<i>Minimum Number of Employment Positions</i>	4 Full Time Jobs  10 Full Time Jobs  (Baseline: 53 Full Time Jobs)	Six (6) months from Execution Date  Twenty-four (24) months from Execution Date
<i>Period to Purchase of Equipment</i>	50% of total investment, not to exceed 50% of grant amount  100% of total investment, not to exceed 50% of grant amount	Twelve (12) months from Execution Date  Eighteen (18) months from Execution Date
<i>Employee Training Completed</i>	50% of Employees Scheduled to be trained  100% of Employees Scheduled to be trained	Twelve (12) months from Execution Date  Eighteen (18) months from Execution Date

**THE STATE OF TEXAS    )        **FIRST AMENDMENT TO ECONOMIC****  
                                  )        **DEVELOPMENT INCENTIVE AGREEMENT**  
**COUNTY OF EL PASO    )        **(SUMMIT PLASTIC MOLDING)****

THIS FIRST AMENDMENT TO the Revised and Restated Economic Development Incentive Grant/Loan and Performance Agreement (this “Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2020 (“Execution Date”) by and between the **HORIZON CITY ECONOMIC DEVELOPMENT CORPORATION** (the “EDC”), a Texas corporation organized and existing under Chapter 501 and 505 of the Texas Local Government Code, known as the Development Corporation Act, as amended from time to time (the “Act”), and **SUMMIT PLASTIC MOLDING II, INC.** , a Texas corporation (“Company”).

**RECITALS**

**WHEREAS**, Company is the owner of the property known as Lot 2, Block 1, Horizon Industrial Park, Replat A, Horizon City, Texas, commonly known as 201 S. Darrington Road, Horizon City, Texas, (“Property”);

**WHEREAS**, the EDC is authorized by state law to provide loans or grant funding for specific expenditures that are found by the Board of Directors to be required or necessary to promote or develop new or expanded business enterprises, as defined therein; and

**WHEREAS**, on or about November 13, 2018 (“Execution Date”), the EDC and Company entered into an Economic Development Grant/Loan and Performance Agreement and a Promissory Note to provide financial/economic assistance to the Company to assist in the implementation of the expansion of its company’s operations in Horizon City in the Town of Horizon City, Texas, which agreement establishes certain performance metrics for payments of funds for the Company’s expansion project and includes a Force Majeure provision; and

**WHEREAS**, pursuant to such agreements, the EDC has disbursed two (2) payments to the Company who met the performance metrics, and pursuant to the agreement, has forgiven repayment based on the metrics and terms and conditions of the agreement; and

**WHEREAS**, on or about March 13, 2020, the Governor of the State of Texas, declared a state of emergency relating to the epidemic of COVID-19 and ordered that non-essential businesses in the state suspend operations until a future date and pursuant to that order and the similar orders of the County Judge of El Paso County and the Mayor of the Town of Horizon City, the Company suspended parts of its operations that were not determined to be essential services;

**WHEREAS**, after the emergency orders were extended several times and authorized the staggered reopening of businesses, the Company resumed operations, but due to the suspension in operations and the economic consequences and downturn in the regional economy as a result of the emergency governmental actions, it is desired by the parties that

the disbursement and repayment schedule of the economic assistance in the Agreement and Promissory Note be revised to extend the dates to enable the Company to continue operations and qualify for the final disbursement and repayment of the funds provided under the Agreement and the Promissory Note; and

**WHEREAS**, the parties acknowledge that pursuant to the Force Majeure provisions of the Agreement, the duly enacted emergency declaration of the local and state government authorities constitutes “unforeseeable governmental restrictions, regulations or controls” and a cause beyond the reasonable control of the Company after the exercise of due diligence, and therefore the parties agree that an extension of the time for performance, disbursement of economic assistance and repayment of the amounts in the Agreement and Promissory Note is appropriate, subject to the terms and conditions of this First Amendment.

## **AGREEMENT**

**NOW THEREFORE**, for the consideration and promises, the parties do mutually agree as follows:

**A. EXTENSION OF DISBURSEMENT.** Section 2 of the Agreement, EDC Disbursement of Economic Incentive Funds, is hereby amended to add the following:

The parties acknowledge that, in consideration of Section 8, Force Majeure, of the Agreement, the date for disbursement of the third and final payment of Twenty-Five Thousand Dollars (\$25,000.00) is hereby extended to a date that is Twenty-Four (24) Months from the Execution Date set forth in the Agreement.

**B. EXTENSION OF REPAYMENT AND FORGIVENESS.** Section 5 of the Agreement, Amounts Payable and Forgiveness Options, is hereby amended to add the following:

The parties acknowledge that, in consideration of Section 8, Force Majeure, of the Agreement, the date for final installment for repayment of the principal, plus accrued interest at the applicable rate, of Twenty-Five Thousand Dollars (\$25,000.00) is hereby extended to a date that is Twenty-Seven (27) Months from the Execution Date set forth in the Agreement.

The provisions in Section 8, including but not limited to Section 8.D regarding forgiveness of the applicable installment of the principal and interest owing on the Note for this third installment shall be applicable to the new repayment date for the third and final payment.

**C. PRIOR DISBURSEMENTS AND PRINCIPAL INSTALLMENTS/FORGIVENESS.**

The parties hereby acknowledge and agree that the EDC has disbursed and the Company has received the first two payments of total principal amount of \$25,000 each pursuant to Section 2 of the Agreement and that the EDC has previously notified the Company that the first two installments due and payable regarding pursuant to Section 8 of the Agreement in the principal amounts of \$25,000 each have been forgiven since the Company has complied, and the EDC

has verified in writing that Company has complied, with the performance metrics set forth in the Agreement and the Promissory Note.

**C. ENTIRE AGREEMENT.** The Compensation to the CONSULTANT for Services under the Agreement shall be amended to revise Section 6.11, Entire Agreement as follows:

6.11 ENTIRE AGREEMENT. The Agreement as amended by this First Amendment, or any extension that may be executed pursuant to the Agreement as amended, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. The Agreement as amended by this First Amendment shall not be amended or modified, except by written amendment, executed by both parties.

**D. FULL FORCE AND EFFECT.** Except as set forth in this First Amendment, all remaining terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this First Amendment to Agreement on the \_\_\_\_ day of July, 2020.

**HORIZON CITY ECONOMIC  
DEVELOPMENT CORPORATION**

\_\_\_\_\_  
Walter Miller  
President

Approved as to Legal Form:

Approved as to Content:

\_\_\_\_\_  
Bertha A. Ontiveros  
Assistant City Attorney

\_\_\_\_\_  
Michael Hernandez  
Executive Director

**COMPANY  
SUMMIT PLASTIC MOLDING II, INC.**  
a Texas corporation

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

# Budget Forecast by Department (CC)

Division Economic Development Corporation

	2020	2021		
	Budget	Budget	Change	% Change
<b>Expenses</b>				
07-501EDC - Administration-EDC	248,681	297,402	48,721	19.59%
5010-Salaries	105,275	123,941	18,665	17.73%
5030-Payroll Taxes	8,054	9,583	1,530	18.99%
5040-Retirement Benefits	6,327	7,329	1,002	15.83%
5050-Group Health	11,179	11,069	(109)	-0.98%
5070-Training	3,800	3,980	180	4.74%
5080-Travel	13,500	13,466	(34)	-0.25%
5090-Unemployment Taxes-Texas	65	0	(65)	-100.00%
5200-City Attorney	16,042	16,363	321	2.00%
5210-Janitorial Supplies	1,000	1,050	50	5.00%
5220-Materials & Supplies	1,000	1,300	300	30.00%
5240-Postage	200	200	0	0.00%
5250-Office Supplies	1,000	1,100	100	10.00%
5260-Furniture & Equipment < \$2,500	7,500	7,700	200	2.67%
5270-Employee Candidate Testing	158	0	(158)	-100.00%
5320-Dues	2,000	2,450	450	22.50%
5330-Publications & Subscriptions	234	260	26	10.90%
5350-Insurance - Workmen's Comp	370	262	(108)	-29.22%
5360-Insurance - Liability	346	0	(346)	-100.00%
5410-Contract Labor	25,676	44,650	18,974	73.90%
5510-Electricity	1,200	1,250	50	4.17%
5520-Gas - Natural	1,050	1,075	25	2.38%
5530-Gasoline, Oil	0	300	300	100.00%
5540-Maintenance - Bldg	2,000	2,500	500	25.00%
5550-Maintenance - Equipment	500	550	50	10.00%
5590-Telephone & Communications	6,450	7,050	600	9.30%
5620-Rents - Building	14,000	14,400	400	2.86%
5630-Storage Rental	3,832	3,800	(32)	-0.84%
5640-Software Licensing & Maintenance Fees	2,325	2,926	601	25.83%
5700-Bank Charges	0	0	0	0.00%
5710-Miscellaneous Expense	600	650	50	8.33%
5720-Public Relations	10,000	15,200	5,200	52.00%
5735-Investor Relations	3,000	3,000	0	0.00%
7010-Projects - EDC	0	0	0	0.00%
Total 07-501EDC - Administration-EDC	248,681	297,402	48,721	19.59%
07-507EDC - Capital Costs-EDC				
7010-Projects - EDC	144,581	187,000	42,419	29.34%
Total 07-507EDC - Capital Costs-EDC	144,581	187,000	42,419	29.34%
Total Expenses	393,262	484,402	91,140	23.18%
<b>Revenues</b>				
07-400EDC - Revenues - EDC				
4050-Economic Development Fund Taxes	393,262	466,036	72,773	18.50%
4600-Prior Year Fund Surplus	0	18,367	18,367	100.00%
Total 07-400EDC - Revenues - EDC	393,262	484,402	91,140	23.18%
Total Revenues	393,262	484,402	91,140	23.18%
<b>Net Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>23.18%</b>

# Department (CC) Summary

07-400EDC - Revenues - EDC

<b>Previous Department (CC)</b>	07-400EDC - Revenues - EDC	<b>Budget Year</b>	2021
<b>Division</b>	Economic Development Corporation	<b>Accounting Reference</b>	07-400EDC
<b>Department</b>	400EDC - Revenues - Economic Development	<b>Approved</b>	No
<b>Stage</b>	Council Review	<b>Manager</b>	Pat Randleel (prandleel)

## Comments

### Description

Revenues for the Economic Development Corporation come from a 0.25% sales tax. This was determined by a voter referendum in 2011

### Justification

Sales taxes have continued to be strong and are therefore being increased annually by 4%

## Budget Prior Year Comparison

Object	Changes	Percent Change	2020 Amount	2021 Amount
<b>Revenues</b>				
4050-Economic Development Fund Taxes	Increased	18.50 %	393,262	466,036
4600-Prior Year Fund Surplus	New this year		-	18,366
<b>Total Revenues</b>		23.18 %	<b>393,262</b>	<b>484,402</b>

## Budget 5 Year Forecast

	2021	2022	2023	2024	2025
<b>Revenues</b>					
4050-Economic Development Fund Taxes	466,036	484,677	504,064	524,227	545,196
4600-Prior Year Fund Surplus	18,366	-	-	-	-
<b>Total Revenues</b>	484,402	484,677	504,064	524,227	545,196
<b>% Increase</b>		0.06%	4.00%	4.00%	4.00%
<b>Net Total</b>	<b>484,402</b>	<b>484,677</b>	<b>504,064</b>	<b>524,227</b>	<b>545,196</b>

## 2021 Budget Details

# Department (CC) Summary

07-501EDC - Administration-EDC

<b>Previous Department (CC)</b>	07-501EDC - Administration-EDC	<b>Budget Year</b>	2021
<b>Division</b>	Economic Development Corporation	<b>Accounting Reference</b>	07-501EDC
<b>Department</b>	501EDC - Administration-EDC	<b>Approved</b>	No
<b>Stage</b>	Council Review	<b>Manager</b>	Michael Hernandez

## Comments

The EDC has two employees; an executive director and an executive assistant.

## Description

The nonprofit organization that is part of the Town of Horizon City and tasked with economic development activities.

## Justification

### Budget Prior Year Comparison

<b>Object</b>	<b>Changes</b>	<b>Percent Change</b>	<b>2020 Amount</b>	<b>2021 Amount</b>
<b>Expenses</b>				
5010-Salaries	Increased	17.73 %	105,275	123,941
5030-Payroll Taxes	Increased	18.99 %	8,054	9,583
5040-Retirement Benefits	Increased	15.83 %	6,327	7,329
5050-Group Health	Decreased	0.98 %	11,179	11,069
5070-Training	Increased	4.74 %	3,800	3,980
5080-Travel	Decreased	0.25 %	13,500	13,466
5090-Unemployment Taxes-Texas	Not used this year		65	-
5200-City Attorney	Increased	2.00 %	16,042	16,363
5210-Janitorial Supplies	Increased	5.00 %	1,000	1,050
5220-Materials & Supplies	Increased	30.00 %	1,000	1,300
5240-Postage	Unchanged	0.00 %	200	200
5250-Office Supplies	Increased	10.00 %	1,000	1,100
5260-Furniture & Equipment < \$2,500	Increased	2.67 %	7,500	7,700
5270-Employee Candidate Testing	Not used this year		158	-
5320-Dues	Increased	22.50 %	2,000	2,450
5330-Publications & Subscriptions	Increased	10.90 %	234	260
5350-Insurance - Workmen's Comp	Decreased	29.22 %	370	262
5360-Insurance - Liability	Not used this year		346	-
5410-Contract Labor	Increased	73.90 %	25,676	44,650
5510-Electricity	Increased	4.17 %	1,200	1,250
5520-Gas - Natural	Increased	2.38 %	1,050	1,075
5530-Gasoline, Oil	New this year		-	300
5540-Maintenance - Bldg	Increased	25.00 %	2,000	2,500
5550-Maintenance - Equipment	Increased	10.00 %	500	550
5590-Telephone & Communications	Increased	9.30 %	6,450	7,050
5620-Rents - Building	Increased	2.86 %	14,000	14,400
5630-Storage Rental	Decreased	0.84 %	3,832	3,800
5640-Software Licensing & Maintenance Fees	Increased	25.83 %	2,325	2,926
5710-Miscellaneous Expense	Increased	8.33 %	600	650
5720-Public Relations	Increased	52.00 %	10,000	15,200
5735-Investor Relations	Unchanged	0.00 %	3,000	3,000
<b>Total Expenses</b>		<b>19.59 %</b>	<b>248,681</b>	<b>297,402</b>

# Department (CC) Summary

07-501EDC - Administration-EDC

## Budget 5 Year Forecast

	2021	2022	2023	2024	2025
<b>Expenses</b>					
5010-Salaries	123,941	124,013	124,085	124,157	124,229
5030-Payroll Taxes	9,583	9,589	9,594	9,600	9,605
5040-Retirement Benefits	7,329	7,277	7,282	7,286	7,290
5050-Group Health	11,069	11,069	11,069	11,069	11,069
5070-Training	3,980	4,060	4,141	4,224	4,308
5080-Travel	13,466	13,735	14,010	14,290	14,576
5200-City Attorney	16,363	16,690	17,024	17,364	17,712
5210-Janitorial Supplies	1,050	1,071	1,092	1,114	1,137
5220-Materials & Supplies	1,300	1,326	1,353	1,380	1,407
5240-Postage	200	204	208	212	216
5250-Office Supplies	1,100	1,122	1,144	1,167	1,191
5260-Furniture & Equipment < \$2,500	7,700	7,854	8,011	8,171	8,335
5320-Dues	2,450	2,450	2,450	2,450	2,450
5330-Publications & Subscriptions	260	264	268	273	277
5350-Insurance - Workmen's Comp	262	262	262	262	262
5410-Contract Labor	44,650	45,104	45,659	46,225	46,802
5510-Electricity	1,250	1,275	1,301	1,327	1,353
5520-Gas - Natural	1,075	1,097	1,118	1,141	1,164
5530-Gasoline, Oil	300	300	306	312	318
5540-Maintenance - Bldg	2,500	2,550	2,601	2,653	2,706
5550-Maintenance - Equipment	550	561	572	584	595
5590-Telephone & Communications	7,050	7,179	7,311	7,445	7,582
5620-Rents - Building	14,400	14,800	14,800	14,800	14,800
5630-Storage Rental	3,800	3,876	3,954	4,033	4,113
5640-Software Licensing &	2,926	2,974	3,022	3,071	3,121
5710-Miscellaneous Expense	650	663	676	690	704
5720-Public Relations	15,200	15,404	15,612	15,824	16,041
5735-Investor Relations	3,000	3,060	3,121	3,184	3,247
<b>Total Expenses</b>	<b>297,402</b>	<b>299,828</b>	<b>302,045</b>	<b>304,306</b>	<b>306,609</b>
<b>% Increase</b>		0.82%	0.74%	0.75%	0.76%
<b>Net Total</b>	<b>(297,402)</b>	<b>(299,828)</b>	<b>(302,045)</b>	<b>(304,306)</b>	<b>(306,609)</b>

# Department (CC) Summary

07-507EDC - Capital Costs-EDC

<b>Previous Department (CC)</b>	07-507EDC - Capital Costs-EDC	<b>Budget Year</b>	2021
<b>Division</b>	Economic Development Corporation	<b>Accounting Reference</b>	07-507EDC
<b>Department</b>	507EDC - Capital Costs-EDC	<b>Approved</b>	No
<b>Stage</b>	Council Review	<b>Manager</b>	

**Comments**

**Description**

**Justification**

**Budget Prior Year Comparison**

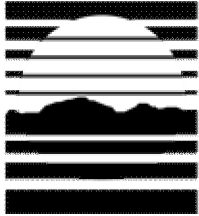
Object	Changes	Percent Change	2020 Amount	2021 Amount
<b>Expenses</b>				
7010-Projects - EDC	Increased	29.34 %	144,581	187,000
<b>Total Expenses</b>		29.34 %	<b>144,581</b>	<b>187,000</b>

**Budget 5 Year Forecast**

	2021	2022	2023	2024	2025
<b>Expenses</b>					
7010-Projects - EDC	187,000	175,000	175,000	175,000	175,000
<b>Total Expenses</b>	187,000	175,000	175,000	175,000	175,000
<b>% Increase</b>		(6.42%)	0.00%	0.00%	0.00%
<b>Net Total</b>	<b>(187,000)</b>	<b>(175,000)</b>	<b>(175,000)</b>	<b>(175,000)</b>	<b>(175,000)</b>

**2021 Budget Details**

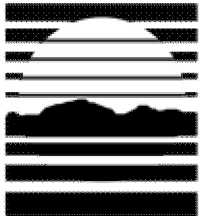
Objects	Comments	Object Subtotals	2021 Budget
<b>Expenses</b>			
<b>70 - Special Projects</b>			
7010-Projects - EDC	ARMS Group (Alliance for Regional Military Support	10,000	
7010-Projects - EDC	HTAP Office Space Rent	28,800	
7010-Projects - EDC	Other Projects	46,533	
7010-Projects - EDC	Polar Services/Entrans	46,667	
7010-Projects - EDC	TOD Activation and Acquisition	55,000	
			187,000
<b>Total</b>			<b>187,000</b>
<b>Total Expenses</b>			<b>187,000</b>
<b>Net Total</b>			<b>(187,000)</b>



TOWN OF HORIZON CITY, TEXAS

**Balance Sheet**  
**Account Summary**  
As Of 06/30/2020

Account	Name	Balance	
<b>Fund: 07 - ECONOMIC DEVELOPMENT</b>			
<b>Assets</b>			
<a href="#">07-101-1101</a>	CASH-Claim on Pool	115,348.04	
<a href="#">07-101-1190</a>	Checking - Economic Development Fund	363,055.09	
<a href="#">07-101-1200</a>	Investments	1,062,620.46	
<a href="#">07-101-1305</a>	Loans Receivable	50,000.00	
<a href="#">07-101-1800</a>	Deposits	3,500.00	
	<b>Total Assets:</b>	<b>1,594,523.59</b>	<b><u>1,594,523.59</u></b>
<b>Liability</b>			
<a href="#">07-200-2010</a>	Accounts Payable	2,893.09	
<a href="#">07-200-2070</a>	Purchasing Card Liability	250.34	
<a href="#">07-200-2320</a>	Group Health Insurance Payable	1,518.82	
<a href="#">07-200-2330</a>	Dental Insurance Payable	0.31	
<a href="#">07-200-2340</a>	Life Insurance Payable	0.02	
<a href="#">07-200-2450</a>	Disability Insurance Payable	0.34	
	<b>Total Liability:</b>	<b>4,662.92</b>	
<b>Equity</b>			
<a href="#">07-300-3310</a>	Reserve for Economic Development	1,444,501.51	
	<b>Total Beginning Equity:</b>	<b>1,444,501.51</b>	
Total Revenue		353,016.29	
Total Expense		207,657.13	
<b>Revenues Over/Under Expenses</b>		<b>145,359.16</b>	
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>1,589,860.67</b>	
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>		<b><u>1,594,523.59</u></b>



# Income Statement Account Summary

For Fiscal: 2019-2020 Period Ending: 06/30/2020

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Revenue</b>					
<b>Category: 42 - Sales Taxes</b>					
<a href="#">07-400-4050</a> Economic Development Fund Taxes	393,262.41	393,262.41	41,617.62	336,083.36	57,179.05
<b>Category: 42 - Sales Taxes Total:</b>	<b>393,262.41</b>	<b>393,262.41</b>	<b>41,617.62</b>	<b>336,083.36</b>	<b>57,179.05</b>
<b>Category: 47 - Interest Income</b>					
<a href="#">07-400-4420</a> Interest Income	0.00	0.00	2,870.34	16,932.93	-16,932.93
<b>Category: 47 - Interest Income Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>2,870.34</b>	<b>16,932.93</b>	<b>-16,932.93</b>
<b>Revenue Total:</b>	<b>393,262.41</b>	<b>393,262.41</b>	<b>44,487.96</b>	<b>353,016.29</b>	
<b>Expense</b>					
<b>Category: 51 - Salaries and Benefits</b>					
<a href="#">07-501-5010</a> Salaries	105,275.21	105,275.21	9,324.40	78,223.83	27,051.38
<a href="#">07-501-5030</a> Payroll Taxes	8,053.55	8,053.55	714.39	6,009.29	2,044.26
<a href="#">07-501-5040</a> Retirement Benefits	6,327.04	6,327.04	563.39	4,708.55	1,618.49
<a href="#">07-501-5050</a> Group Health	11,178.63	11,178.63	866.44	6,970.36	4,208.27
<a href="#">07-501-5090</a> Unemployment Taxes-Texas	64.80	64.80	0.01	55.80	9.00
<a href="#">07-501-5350</a> Insurance - Workmen's Comp	369.52	369.52	0.00	179.46	190.06
<b>Category: 51 - Salaries and Benefits Total:</b>	<b>131,268.75</b>	<b>131,268.75</b>	<b>11,468.63</b>	<b>96,147.29</b>	<b>35,121.46</b>
<b>Category: 52 - Personnel Services</b>					
<a href="#">07-501-5070</a> Training	3,800.00	3,800.00	25.00	900.00	2,900.00
<a href="#">07-501-5080</a> Travel	13,500.00	13,500.00	0.00	5,312.63	8,187.37
<a href="#">07-501-5270</a> Employee Candidate Testing	157.50	157.50	0.00	59.50	98.00
<b>Category: 52 - Personnel Services Total:</b>	<b>17,457.50</b>	<b>17,457.50</b>	<b>25.00</b>	<b>6,272.13</b>	<b>11,185.37</b>
<b>Category: 53 - Supplies</b>					
<a href="#">07-501-5210</a> Janitorial Supplies	1,000.00	1,000.00	0.00	10.40	989.60
<a href="#">07-501-5220</a> Materials & Supplies	200.00	1,000.00	0.00	1,259.39	-259.39
<a href="#">07-501-5240</a> Postage	0.00	200.00	0.00	25.00	175.00
<a href="#">07-501-5250</a> Office Supplies	1,000.00	1,000.00	0.00	535.59	464.41
<a href="#">07-501-5260</a> Furniture & Equipment < \$2,500	2,500.00	7,500.00	0.00	4,955.15	2,544.85
<b>Category: 53 - Supplies Total:</b>	<b>4,700.00</b>	<b>10,700.00</b>	<b>0.00</b>	<b>6,785.53</b>	<b>3,914.47</b>
<b>Category: 54 - Advertising, Dues, and Public Notices</b>					
<a href="#">07-501-5320</a> Dues	1,500.00	2,000.00	0.00	1,470.00	530.00
<a href="#">07-501-5330</a> Publications & Subscriptions	234.00	234.00	0.00	45.00	189.00
<b>Category: 54 - Advertising, Dues, and Public Notices Total:</b>	<b>1,734.00</b>	<b>2,234.00</b>	<b>0.00</b>	<b>1,515.00</b>	<b>719.00</b>
<b>Category: 55 - Professional Fees</b>					
<a href="#">07-501-5200</a> City Attorney	16,042.00	16,042.00	1,320.00	5,776.46	10,265.54
<a href="#">07-501-5360</a> Insurance - Liability	346.00	346.00	0.00	0.00	346.00
<a href="#">07-501-5410</a> Contract Labor	25,676.00	25,676.00	694.48	16,843.20	8,832.80
<b>Category: 55 - Professional Fees Total:</b>	<b>42,064.00</b>	<b>42,064.00</b>	<b>2,014.48</b>	<b>22,619.66</b>	<b>19,444.34</b>
<b>Category: 57 - Maintenance Expense</b>					
<a href="#">07-501-5510</a> Electricity	1,200.00	1,200.00	50.08	196.52	1,003.48
<a href="#">07-501-5520</a> Gas - Natural	0.00	1,050.00	18.39	314.12	735.88
<a href="#">07-501-5530</a> Gasoline, Oil	0.00	0.00	0.00	80.57	-80.57
<a href="#">07-501-5540</a> Maintenance - Bldg	0.00	2,000.00	50.00	2,410.00	-410.00
<a href="#">07-501-5550</a> Maintenance - Equipment	0.00	500.00	0.00	240.00	260.00
<a href="#">07-501-5590</a> Telephone & Communications	3,000.00	6,450.00	340.35	3,480.98	2,969.02
<a href="#">07-501-5620</a> Rents - Building	14,000.00	14,000.00	1,166.90	10,502.10	3,497.90
<a href="#">07-501-5630</a> Storage Rental	3,832.00	3,832.00	332.50	2,045.00	1,787.00
<a href="#">07-501-5640</a> Software Licensing & Maintenance Fees	2,325.00	2,325.00	31.87	2,078.04	246.96
<b>Category: 57 - Maintenance Expense Total:</b>	<b>24,357.00</b>	<b>31,357.00</b>	<b>1,990.09</b>	<b>21,347.33</b>	<b>10,009.67</b>

**Income Statement**

**For Fiscal: 2019-2020 Period Ending: 06/30/2020**

	<b>Original Total Budget</b>	<b>Current Total Budget</b>	<b>MTD Activity</b>	<b>YTD Activity</b>	<b>Budget Remaining</b>
<b>Category: 58 - Other Expenses</b>					
<a href="#">07-501-5700</a> Bank Charges	0.00	0.00	0.00	4.32	-4.32
<a href="#">07-501-5710</a> Miscellaneous Expense	100.00	600.00	0.00	370.25	229.75
<a href="#">07-501-5720</a> Public Relations	10,000.00	10,000.00	3,178.75	4,833.89	5,166.11
<a href="#">07-501-5735</a> Investor Relations	3,000.00	3,000.00	0.00	183.63	2,816.37
<b>Category: 58 - Other Expenses Total:</b>	<b>13,100.00</b>	<b>13,600.00</b>	<b>3,178.75</b>	<b>5,392.09</b>	<b>8,207.91</b>
<b>Category: 70 - Special Projects</b>					
<a href="#">07-507-7010</a> Projects-EDC	158,581.16	144,581.16	5,648.82	47,578.10	97,003.06
<b>Category: 70 - Special Projects Total:</b>	<b>158,581.16</b>	<b>144,581.16</b>	<b>5,648.82</b>	<b>47,578.10</b>	<b>97,003.06</b>
<b>Expense Total:</b>	<b>393,262.41</b>	<b>393,262.41</b>	<b>24,325.77</b>	<b>207,657.13</b>	
<b>Total Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>20,162.19</b>	<b>145,359.16</b>	

# N. Darrington & Horizon Blvd. Intersection Project Update

EDC Board  
July 21, 2020

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# Background

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Priority project for Town of Horizon City

Approved as part of the region's 2020 Regional Mobility Strategy (RMS) in December 2019 by the Metropolitan Planning Organization's Transportation Policy Board

To leverage federal and state funds, project was split in two:

- **N. Darrington Reconstruction** from Eastlake to approximately Homestead
- **Horizon/Darrington Intersection Improvement**

From December 2019 through May 2020, planning documents amended to include projects

From April 2020 to date, Town staff working with TXDOT and TXDOT consultant team to develop preliminary design



Location Map from June 18, 2020 Design Concept Conference

# Project Goals, Budget and Proposed Contract Award

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**N. Darrington Reconstruction** – Full depth pavement replacement, add pedestrian, bicycle amenities; add storm sewer/drainage system  
\$12 million; programmed award date: May 2022

**Horizon/Darrington Intersection Improvement** – improve safety and operations at intersection  
\$6 million; programmed award date: August 2022

# Schedule Overview

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Final Schematic Design – May 2021

Draft Environmental – December 2021

Public Hearing – January 2022

Final Environmental Assessment – April 2022

# Intersection Alternatives – Partially Displaced Left Turns

## Advantages

- Reduces number of phases
- Reduces number of conflict points

## Disadvantages

- Does not optimize the heaviest left-turn movements
- Driver expectancy (none in El Paso)
- Most complex TCP

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# Intersection Alternatives – Wide Divided Median

## Advantages

- Allows for simultaneous left-turn movement on primary road
- Most compatible with long-term overpass solution
- Most simple TCP

## Disadvantages

- Requires most ROW
- Does not optimize the heaviest left-turn movements

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## Intersection Alternatives – Add Left Turn Bays

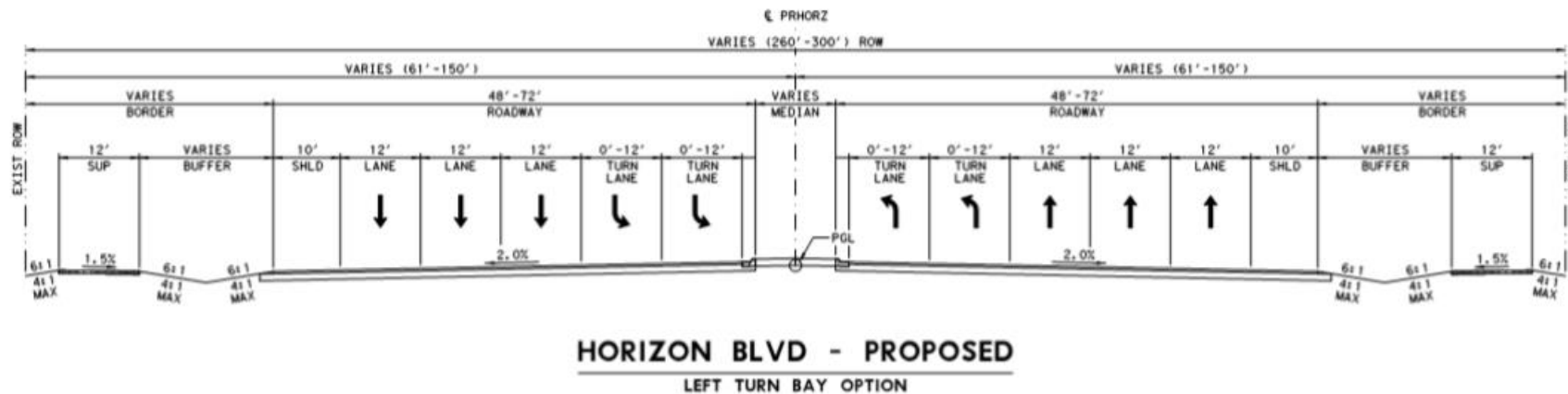
### Advantages

- Increases capacity for left-turn movements
- Smallest footprint, least expensive to construct

### Disadvantages

- Highest number of phases
- Highest number of conflicting movements

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# Intersection Alternatives – Comparison

## Summary

		Partially Displaced Left Turns (East-West Direction)	Wide Divided Median w/ U-Turn	Add Left Turn Bays (All Directions)
Traffic Operations	2034	Acceptable LOS, Best-performing	Worst-performing	Acceptable LOS
	2044	Potentially acceptable LOS	Unacceptable LOS, Requires improvement	Unacceptable LOS, Requires improvement
Access	NWQ	Restricts access, Eliminates parking	Restricts access, Eliminates parking	Access maintained
	SEQ	EB Horizon restricted Suboptimal merge condition	No adverse impact	No adverse impact
Other Considerations		Most expensive Most complex build Unfamiliar to drivers Requires reconstruction for OP	Most compatible with overpass More simple build	Least expensive More simple build Requires reconstruction for OP
Summary		Best non-OP long-term solution Most adverse access impacts	Acceptable short-term solution Good if OP desired in <10 years	Good mid-term solution Minimal access impacts

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# Town & Technical Recommendation

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## **Add left turn lanes in all directions**

As of July 17, 2020, this is also the recommendation from TXDOT

# Next Steps

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Proceed with schematic design

Proceed with Public Meeting

- Multiple Options, including No-Build Option will be presented to public
- TXDOT will be developing the options, to include the technically preferred option, to present at the Public Meeting

**Provide written comments to TXDOT**

# N. Darrington & Horizon Blvd. Intersection Project Update

EDC Board  
July 21, 2020

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