



**HORIZON CITY**

Incorporated 1988

**AGENDA  
PUBLIC MEETING  
ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS MEETING  
THE TOWN OF HORIZON CITY, TEXAS  
Wednesday, July 14, 2021, 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 **Wednesday, July 14, 2021 at 6:30 PM** at Virtual Meeting, 15001 Darrington Road, Horizon City, TX 79928, at which time the following will be discussed and considered:

To watch by video conference:

Topic: Special EDC Board Meeting  
Time: Jul 14, 2021 06:30 PM Mountain Time (US and Canada)

Join Zoom Meeting  
<https://us02web.zoom.us/j/82354190921?pwd=ckZ1Zk9yYmxOSFVLSVpUU3BDUT12dz09>

**Meeting ID: 823 5419 0921**  
**Passcode: 196628**

One tap mobile  
+13462487799,,82354190921#,,,,\*196628# US (Houston)  
+16699006833,,82354190921#,,,,\*196628# US (San Jose)

Dial by your location  
+1 346 248 7799 US (Houston)  
+1 669 900 6833 US (San Jose)  
+1 253 215 8782 US (Tacoma)  
+1 312 626 6799 US (Chicago)  
+1 929 205 6099 US (New York)  
+1 301 715 8592 US (Washington DC)

Meeting ID: 823 5419 0921  
Passcode: 196628  
Find your local number: <https://us02web.zoom.us/j/82354190921>

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

**2. Discussion and Action:**

Presenter: EDC Board President

**3**

On authorizing the Board President to execute an employment agreement with Eduardo Garcia as Executive Director of the Horizon Economic Development Corporation.

**3. 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.

**4. Adjournment:**

Adjournment:

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

Dated this Posted on Tuesday, July 6, 2021

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 Posted on Tuesday, July 6, 2021 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.

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into by and between the Horizon City Type 4B Economic Development Corporation a nonprofit corporation, (the "EDC"), and Eduardo Garcia, hereinafter called "Employee", collectively referred to as "Parties," upon the following terms, covenants and conditions:

WHEREAS, the EDC is a nonprofit corporation established under Chapter 505 of the Texas Local Government Code by Town of Horizon City Ordinance No. 0191 for the purpose of promoting economic development within the Town of Horizon City as permitted by Texas law;

WHEREAS, the EDC desires to retain the services of the Employee as its Executive Director pursuant to the terms of this Agreement;

WHEREAS, the Employee desires to work for the EDC as its Executive Director upon the terms and conditions set forth herein;

WHEREAS, The EDC desired to encourage full work productivity by outlining the Employee's functions and responsibilities within the organization, and to provide a proper means for termination or resignation of the Employee consistent with professional practices.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **TERM.** The EDC employs the Employee, and the Employee accepts employment with the EDC, in the capacity of Executive Director for a period beginning on \_\_\_\_\_, 2021 and extending through \_\_\_\_\_, 2024. The EDC Board of Directors shall have the option to extend the Term for one additional two-year term at the end of the initial term. In the event the EDC Board of Directors decides not to exercise the additional 2- year option, the Employee shall be entitled to receive a lump sum payment equal to one year of salary paid during the third year of this Agreement at the termination of the Agreement as full and final severance. Upon payment of the severance all the obligations arising from this Agreement shall cease. The full and final severance will be paid within ten (10) business days of notification to Eduardo Garcia that the option is not being exercised or separation of employment, whichever is sooner.

2. Notwithstanding the date which this Agreement is executed, the Commencement Date as referenced in this Agreement shall be

**3. DUTIES.** Employee shall serve as the Executive Director of the EDC and shall be responsible for the management of the EDC's day-to-day management, operations and budget, in accordance with the EDC's policies and directives of the EDC Board, and in compliance with all relevant federal and state law. The Employee shall report to the EDC Board President or his designee, serve as the central point of contact for the EDC Board and potential outside contractors, business prospects and other external persons or entities, and perform the essential functions as set forth in the Job Description attached to this Agreement as "EXHIBIT A" which shall substantially include the following duties and responsibilities:

- (1) Expand the existing non-residential tax base
- (2) Retain and expand existing industries
- (3) Attract new industries from outside the area and create new jobs
- (4) Develop the annual budget with approval from governing bodies
- (5) Manage the development of all programs outlined in the budget
- (6) Manage deal flow and negotiate incentive and real estate agreements
- (7) Develop and direct external marketing, including marketing collateral and media
- (8) Manage and provide oversight of all retention efforts
- (9) Represent the EDC at meetings, including various community meetings, regional, state, and national economic development organizations.
- (10) Develop strong professional relationships with site selectors, commercial real estate developers, and consulting firms.
- (11) Assist with managing compliance of the EDC budget and the planning and preparation of future budgets for the EDC as requested by the EDC Board
- (12) Provide administrative consulting services relating to planning and construction of new municipal facilities, as directed by the EDC Board President or designee.
- (13) Perform additional services as requested by the EDC Board President or designee.

**4. WORKING HOURS.** Employee is employed as a full-time exempt employee. The Parties anticipate that the Employee's weekly duties will be performed in approximately forty (40) hours per week, more or less, and that Employee's compensation under this Agreement is based on this expectation and appointment. Employee shall establish such working hours as are necessary and appropriate to accomplish the assigned tasks and duties in conjunction with the needs and requests of the EDC Board President or his designee. Such working hours may

occasionally require work outside standard business hours, such as attending the meetings of the EDC Board, and Employee shall make such adjustments to this schedule.

**5. OUTSIDE EMPLOYMENT/ACTIVITIES.** The Employee shall devote best efforts to the financial affairs of the EDC and shall not accept any other employment during the term of this Agreement that will conflict with such efforts. Prior to accepting any outside employment, Employee shall seek the approval of the President of the EDC who shall in his/her sole and absolute discretion approve or disapprove the additional work based upon his/her assessment that the outside employment is not in conflict with the job as Executive Director of the EDC and will not interfere with the Employee's ability to satisfactorily perform the job functions of the Executive Director of the EDC.

**6. EMPLOYEE BENEFITS.** As of the Commencement Date of this Agreement, Employee shall be eligible for all employee benefits as granted to a full-time employee of the Town of Horizon City as provided in the City's Employee Handbook, including, but not limited to, the dental and vision benefit plans, and the life insurance and disability coverage, and participation in the City's retirement plans.

As of the Commencement Date, the Employee will have eighty (80) hours of accrued vacation leave. Additional vacation leave will accrue as set forth in the Town of Horizon City Employee Handbook.

**7. COMPENSATION.** As compensation for all services under this Agreement, commencing on the Commencement Date of this Agreement, the EDC shall pay Employee for services as Executive Director the annual salary of One Hundred and Five Thousand Dollars (\$105,000.00), paid on a bi-weekly basis in the same manner as the Town of Horizon City payroll is paid. Employee shall receive any regular increases provided to administrative employees of Horizon City.

After the first anniversary of the effective date of this Agreement, Employee may be eligible for annual merit increases of 5% of the annual salary paid the year before. The merit increases may be given as described in paragraph eight of this agreement.

Employee shall obtain and maintain a cell phone with the expectation by the EDC that it will be able to contact the Employee through this phone. Employee will be reimbursed a sum of \$50.00 per month for the cell phone. In addition, Employee shall receive a monthly car allowance in the amount of \$250.0 per month.

**8. PROFESSIONAL DEVELOPMENT.** Employee is eligible for reimbursement of appropriate training, conferences, subscriptions, meetings, and professional dues subscriptions and fees; provided that such expenses must be approved by the EDC Board President before they are incurred.

Employee is entitled reimbursement of reasonable, actual and necessary expenses in conducting EDC business, including ordinary expenses for travel, in accordance with Town of Horizon City policy and procedures.

**8. PERFORMANCE REVIEWS.** The EDC Board shall review and evaluate the performance of the Employee at least once annually. Employee will be evaluated using the performance evaluation form Attached as Exhibit B". Provided however, the performance evaluation may be modified upon mutual agreement of the Employee and EDC Board President during the term of the Agreement and extensions to reflect the goals and objectives of the EDC and the Board of Directors. The merit increases may be given if Employee meets a rating of "meets expectation" or similar rating.

The President of the EDC Board with input from the Board of Directors will have the responsibility of preparing and completing the performance evaluation.

**9. TERMINATION AND RESIGNATION.** The EDC may only terminate this Agreement "for cause" under any one of the following circumstances, upon notice to Employee:

1. Conviction of a felony or other crime which renders the Employee incapable of satisfactorily performing the duties of the position, or impairs the safe, efficient, or effective operations of the EDC.
2. Employee under the influence of alcohol or controlled substances while on-duty or at an event while representing the EDC.
3. Violation of any lawful official order of, or failure to obey any lawful direction made and given by, the EDC Board President or his designee, where such violation or failure to obey amounts to an act of insubordination or a serious breach of proper discipline or has resulted or reasonably might be expected to result in a loss or injury to the EDC or to the public.
4. Violation of any Town of Horizon City and EDC employment rule or policy, including but not limited to excessive absenteeism, sexual harassment, etc.
5. Theft, misuse or waste of EDC property, resources, or funds.

Employee may terminate this Agreement for any reason prior to the conclusion of the term upon the giving of sixty (60) days written notice to the other Party. Employee shall cooperate with the EDC in effecting the transfer of the duties during the sixty (60) day notice period.

**10. NOTICES.** Notices by either party required to be given under this

Agreement shall be in writing and hand-delivered or sent by certified mail addressed to the other party as herein provided. Notice to the EDC shall be delivered to the EDC Board President at the offices of the EDC or the City Clerk at City Hall. Notice to Employee shall be delivered at the last known home address as indicated on the EDC's records.

If notice is mailed, it shall be deemed "received" three (3) days after the postmarked date of mailing, provided such notice was sent postage prepaid and addressed as specified in this paragraph.

**11. MISCELLANEOUS.**

1. This Agreement shall be governed and construed in accordance with the substantive and procedural laws of the State of Texas.
2. As of the Commencement Date, this Agreement sets forth the entire agreement of the parties and supersedes and renders null and void any and all prior or contemporaneous oral or written understandings, statements, representations or promises.
3. If any provision of this Agreement is later deemed unenforceable, the remaining provisions will continue to be binding, and the arbitrator(s) making such a determination shall also have the limited authority to modify any clause solely to render the provision valid under applicable law.

The parties have executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2021.

**EMPLOYER:**

**TOWN OF HORIZON CITY TYPE 4B  
ECONOMIC DEVELOPMENT  
CORPORATION**

By: \_\_\_\_\_  
**Walter Miller, President**

**EMPLOYEE:**

\_\_\_\_\_  
**Eduardo Garcia**

Horizon EDC – Executive Director  
Employment Agreement  
2021 – SBF

**HORIZON CITY EDC**  
**PERFORMANCE EVALUATION - EXECUTIVE DIRECTOR**

RELATIONSHIP WITH HORIZON EDC Board	MEETS EXPECTATIONS	NEEDS IMPROVEMENT	UNSATISFACTORY
Provides effective leadership in EDC meetings.			
Communicates major issues, questions, and activities to the EDC.			
Executes efficiently EDC bylaws, policies, and instructions.			
Provides new EDC members timely opportunities for mandatory training.			
<b>INTERNAL MANAGEMENT:</b>			
Ensures compliance with all relevant federal and state policies, guidelines and regulations.			
Develops and manages efficiently the EDC Operational Budget.			
Provides effective leadership to staff and use of resources.			
<b>EXTERNAL ACTIVITIES:</b>			
Coordinates effectively with members and staff of local governments and partner agencies.			
Communicates effectively required information to stakeholders and the public.			
Ensures EDC participation in relevant activities and organizations at the local, state and federal level.			
Performs well under pressure and responds well to criticism.			
Seeks and implements innovative programs, services, and procedures to meet changing needs and ensure the use of best practices.			
Overall Rating			

*\*Comments in any area pertaining to the EDC Director's Performance Evaluation are appreciated. (Use other side for additional comments).*

Comments:

Please see comments on next page.

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# **TOWN OF HORIZON CITY-Economic Development Corporation**

**CLASS TITLE: Economic Development Corporation Executive Director**

**WC Class Code: Clerical-8810**

**DEPARTMENT: 501-EDC-Administration FLSA: Exempt-Contractual**

This information is intended to be descriptive of the key responsibilities of the position. The following examples do not identify all duties performed by any single incumbent.

## **GENERAL SUMMARY**

This is a full-time position responsible for working closely with the Economic Development Board of Director of the Economic Development Corporation, a 4B organization, and town staff and consultants in promoting the business and economic development interests within the community. This position will include working collaboratively with City departments in providing guidance to individuals and companies to establish, relocate, or expand their businesses within the community. The position will also work with County, regional and municipal economic development agencies to advance regional economic development goals. The position will assist in the planning and coordinating community development projects, assisting business and residential applicants with local and State permitting processes, and providing research for Town sponsored projects. The position supervises one administrative support position. The ideal candidate will demonstrate leadership skills and innovation in the application of best practices to achieve the goals and objectives established by the EDC Board and the City Council.

## **SUPERVISION**

General direction is provided by the Economic Development Board President.

## **ESSENTIAL DUTIES AND RESPONSIBILITIES *(including but not limited to)***

1. Directs economic development initiatives to achieve the goals and objectives outlined by the Economic Development Plan and guided by the Economic Development Board of Directors.
2. Provides leadership and expertise in the development of short and long term economic and community development plans, as well as the gathering of information and preparing studies, reports, and recommendations to achieve such goals. This will involve the preparation and maintenance of information on economic trends, utilities, taxes, zoning, transportation, community services, financing tools, and incentives, in order to respond to requests for information for economic development purposes, and the coordination with other departments and agencies as needed.
3. Provides professional economic development advice, assists in the application and permitting process, and serves as an advocate for economic development in line with the Comprehensive Plan, zoning ordinances, and goals as established by the Town.
4. Works closely with the TIRZ No. 1 Board of Directors to identify areas of concern in the promotion of business location and expansion within the Town.
5. Maintains a liaison with various local, State, and Federal agencies, coordinates projects with agencies as deemed necessary and appropriate, i.e. Camino Real Regional Mobility Authority, Housing and Urban Development, Horizon Regional Municipal Utility District, the state Comptroller of Public Accounts, the Economic Development Administration, Texas Economic Development Corporation.
6. Provides information and/or makes presentations to supervisors, boards, commissions, civic groups, businesses, individuals, and the general public on economic development issues, programs, services, and plans and initiatives

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Classification Status:

*(TQ 03/03/2021), (HR 03/09/2021)*

# **TOWN OF HORIZON CITY-Economic Development Corporation**

**CLASS TITLE: Economic Development Corporation Executive Director**

**WC Class Code: Clerical-8810**

**DEPARTMENT: 501-EDC-Administration FLSA: Exempt-Contractual**

7. Maintains an existing inventory of available buildings and business and residential development sites within the community to include both public and private buildings and land areas.
8. Prepares grant proposals and applications, contracts and other necessary documents as may be required for necessary community services.
9. Assists with negotiation and the management of professional service contracts, property sales or acquisition, and economic development-oriented negotiations, as assigned.
10. Works with the Economic Development Board of Directors to formulate and implement marketing and business attraction strategies, including familiarity with the goals and objectives of the Town.
11. Serves as a member of economic development groups or task force that promote economic and community development at the local, State or Federal level, as deemed necessary or appropriate.
12. Monitors legislation and regulations relating to economic development, and report findings to the appropriate impacted parties, i.e. the Economic Development Board of Directors, the Town City Council, the TIRZ No. 1 Board of Directors.
13. Assist in development of budget. Monitor and approve expenditures.
14. Maintains strong working relationships with the general public, area businesses, clients, the media, and regional and local economic development organization.
15. Serves as a member of various staff committees, as assigned.
16. Attends professional development workshops and conferences to keep abreast of trends and developments in the field of economic development, and to represent the interest of the Town of Horizon City on matters related to economic development.
17. Collaborates with Town staff and consultants to achieve goals and objectives as established by the EDC Board of Directors and City Council.
18. Conducts other related work as assigned.
19. Supervises assigned personnel.
20. Performs any other duties as assigned and as may be necessary to complete regular work.

## **MINIMUM JOB REQUIREMENTS**

### **EDUCATION AND EXPERIENCE**

- Bachelor's Degree in Economics, Finance, Business or Public Administration, Urban or Regional Planning, or related field, plus four (4) years of professional experience planning and managing economic development programs, trade development, international trade, commercial or residential real estate development or urban and regional planning including two (2) years of supervisory or lead experience.

## **LICENSES AND CERTIFICATES**

- Texas Class "C" License or equivalent from another state.

## **KNOWLEDGE, SKILLS AND ABILITIES**

- Considerable experience in economic and community development, including administrative responsibility; graduation from a four-year college or university, preferably with specialization in

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Classification Status:

(TQ 03/03/2021), (HR 03/09/2021)

**TOWN OF HORIZON CITY-Economic Development Corporation**

**CLASS TITLE: Economic Development Corporation Executive Director**

**WC Class Code: Clerical-8810**

**DEPARTMENT: 501-EDC-Administration FLSA: Exempt-Contractual**

economic and community development or a related field; or any equivalent combination of experience and training.

- Considerable knowledge of business development, community, and economic development.
- Working knowledge of municipal zoning and infrastructure, and planning programs and processes.
- Ability to communicate effectively to groups and individuals, engineers, architects, contractors, developers, businesses, supervisors, employees, and the general public.
- Ability to establish working relationships with other organizations and economic development practitioners.
- Ability to prepare and analyze reports and data, and have skill in the operation of necessary tools and equipment, i.e. computer, word processing, spreadsheet software, and general office equipment (telephone, fax, copier, calculator, etc.).
- Ability to drive.
- Ability to travel for business purposes.

**Other Job Characteristics**

- Occasional driving through City traffic
- Work beyond standard workday or work week hours.

**—Signature – Review and Comments—**

I have reviewed this job description and find it to be an accurate description of the demands of this position.

	_____ Signature of Employee	_____ Date
_____ Job Title of Supervisor	_____ Signature of Supervisor	_____ Date
_____ Job Title of Department Head	_____ Signature of Department Head	_____ Date

Comments: \_\_\_\_\_

This job description is intended to describe the general nature and level of work being performed by individuals assigned to this position. It is not intended to be an exhaustive list of all responsibilities, duties, and skills required of personnel so assigned to this position. This job description is subject to change as the needs and requirements of the job change.

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