



HORIZON CITY

Incorporated 1988

**AGENDA
PUBLIC MEETING
TIRZ NO. 1 REGULAR BOARD OF DIRECTORS MEETING
THE TOWN OF HORIZON CITY, TEXAS
Monday, April 26, 2021, 6:15 PM**

Notice is hereby given that a TIRZ No. 1 Regular Board of Directors Meeting of the Town of Horizon City, Texas will be held on **Monday, April 26, 2021 at 6:15 PM** at Virtual Meeting , at which time the following will be discussed and considered:

**** OPEN MEETINGS DURING COVID-19 EMERGENCY DISASTER PERIOD ****

After declaring a state emergency on March 16, 2020, Governor Greg Abbott temporarily suspended certain requirements of the Texas Open Meetings Act that require governmental officials and the public to be physically present at the public meeting location in order to reduce face-to-face contact and mitigate the spread of COVID-19.

Participation by members of the public is welcome. To participate in public comment, interested members of the public **MUST** sign up prior to the meeting by emailing citycouncilmeetings@horizoncity.org or calling (915) 852-1046, EXT #106, or submit their comment or question by emailing citycouncilmeetings@horizoncity.org and the comments will be read during the Open Forum or the appropriate agenda item.

An electronic copy of the meeting agenda materials will be posted on our City Website at the following link:
<https://v3.boardbook.org/Public/PublicHome.aspx?ak=1001244>.

The TIRZ No. 1 Board of Directors and staff will participate in this meeting via videoconferencing or telephone conference. Members of the public may view the meeting online or by videoconferencing via the following:

To watch by videoconferencing:

<https://townofhorizoncity.my.webex.com/townofhorizoncity.my/j.php?MTID=m11a42dbc1a9947557661a3ac3393410a>

Meeting number (access code): 182 108 9129

Meeting password: QHvrm4p6ga2

To Join by Phone

1-408-418-9388

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 TIRZ No. 1 Board of Directors

requests one or more items be removed from the CONSENT AGENDA to the REGULAR AGENDA for separate discussion and action prior to the Board's vote to adopt the CONSENT AGENDA.

3. Approval of Minutes from: **3**
1/25/21 TIRZ #1 Regular Board Meeting

4. Discussion and Action: **5**
Chairman/CIP Manager
On an update on the TIRZ.

5. Request to Excuse Absent TIRZ Board Members:
REGULAR AGENDA

6. Discussion and Action: **13**
Chairman/CIP Manager
On Election of Board Vice-Chair.

7. Discussion and Action: **14**
Chairman/CIP Manager
On a Resolution authorizing TIRZ Board Chairman to sign a financial participation agreement with the Town of Horizon City.

8. Discussion: **23**
Chairman/CIP Manager
On the Requests for Qualifications for Architectural Design Guidelines for the TOD.

9. Executive Session
The TIRZ No. 1 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 Friday, 4/23/2021

By: _____
Elvia Schuller, City Clerk

I, the undersigned authority, hereby certify that the above notice of the TIRZ No. 1 Regular 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 Friday, 4/23/2021 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.

**MINUTES
AGENDA
PUBLIC MEETING
TIRZ REGULAR BOARD OF DIRECTORS MEETING
THE TOWN OF HORIZON CITY, TEXAS
Monday, January 25, 2021, 6:30 PM**

Notice is hereby given that a TIRZ Regular Board of Directors Meeting of the Town of Horizon City, Texas was held on **Monday, January 25, 2021 at 6:30 PM**, at Virtual Meeting, at which time the following was discussed and considered:

The TIRZ No. 1 Board of Directors and staff participated in this meeting via videoconferencing or telephone conference.

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

Board Member Renteria 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 TIRZ No. 1 Board of Directors requests one or more items be removed from the CONSENT AGENDA to the REGULAR AGENDA for separate discussion and action prior to the Board's vote to adopt the CONSENT AGENDA.

3. Approval of Minutes from:

This is the initial meeting - No Minutes Available.

4. Request to Excuse Absent Board Members:

A motion was made by Board Member Duran and seconded by Board Member Corral to excuse absent Board Member Renteria. The BOARD SECRETARY polled the Board: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Absent; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

REGULAR AGENDA

5. Discussion and Action:

Mayor/CIP Manager
On adoption of TIRZ #1 Board Bylaws.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Board Member Duran and seconded by Board Member Corral to approve the adoption of TIRZ #1 Board Bylaws with the proposed changes. The BOARD SECRETARY polled the Board: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Absent; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

6. **Discussion and Action:**

Mayor/CIP Manager
On the work plan for calendar year 2021.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Board Member Padilla and seconded by Board Member Miller to accept the presentation. The BOARD SECRETARY polled the Board: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Absent; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

7. **Discussion and Action:**

Mayor/CIP Manager
On a presentation by the Camino Real Regional Mobility Authority (CRRMA).

CIP Manager, Terry Quezada spoke regarding this item. No action taken.

8. **Discussion and Action:**

Mayor/CIP Manager
On establishing the fourth (4th) Monday of the month for the regular meeting date for the TIRZ #1 Board.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Board Member Garcia and seconded by Board Member Ortega to approve establishing the fourth (4th) Monday of the month for the regular meeting date for the TIRZ #1 Board. The BOARD SECRETARY polled the Board: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Absent; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

9. **Executive Session**

The TIRZ No. 1 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 Duran and seconded by Board Member Corral to adjourn at 7:20 PM.

Approved this ____ day of _____, 20__.

Attest:

Elvia Schuller, Board Secretary

Ruben Mendoza, Chairman

Horizon TIRZ Update

Board Meeting

April 26, 2021

Horizon City's TIRZ No. 1



TOD Projects

Submitted **Dilley and Delake street construction** and **Transit Plaza construction** to Congresswoman Escobar for consideration in the reauthorization of the transportation act and for appropriations consideration

Current Activities

- Coordinating with TXDOT for drainage pond acquisition for N. Darrington Reconstruction
- Coordinating with potential partners:
 - HRMUD
 - County of El Paso
- Coordinating with Camino Real Regional Mobility Authority for potential funding and project management
- Architectural Guideline Development – preparing to advertise for a consulting firm to develop the Architectural Guidelines for the TOD

Current Activities

Preparing to submit RAISE Grant

- Federal Transportation Grant through Department of Transportation
- Successor to BUILD and TIGER grants
- Grant deadline: July 12, 2021
- Highly competitive grant
- \$30 million available nationwide for planning
- Will require resolution of support from TIRZ Board as well as other entities

Funding Updates – 2050 MTP

2050 Metropolitan Transportation Plan (MTP)

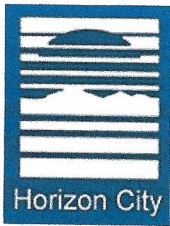
Horizon City Staff submitted projects to MPO as presented to Council at the June 9, 2020 Meeting.

11

Next steps are to go through project evaluation and selection at the MPO.

Proposed MTP Projects

Project	City Design	TIRZ	City /County Funding
S. Darrington Rd. Repaving (Oxbow to Alberton)	X		
N.. Kenazo Ave. Reconstruction (Eastlake to Horizon)	X		
Alberton Ave/Antwerp Rd. Construction	X		12
Dilley & Delake (TOD Phase 1 Roadways)		X	
Transit Plaza with park & ride (TOD)		X	
Horizon City – Socorro Circulator Bus Route			X
Horizon City – UTEP Express Route			X



**TAX INCREMENT REINVESTMENT ZONE #1
BOARD**

Date: April 26, 2021
To: Honorable TIRZ Board Members
From: Teresa Quezada, CIP Manager
SUBJECT: On Election of Board Vice-chair

*Teresa Quezada
4/26/2021*

Per the TIRZ Board By-laws adopted by the Board in January 2021, the Board will have a vice-chair who is elected by the Board.

This item allows the Board to take action to elect a Board Vice-Chair who can act as chair in the absence of the Board Chair.

The Board is expected to take this action during the April 26, 2021 meeting

Town of Horizon City Agreement Regarding Participation, Cost Allocation and Reimbursement for Reinvestment Zone Number One Town of Horizon City

This Interlocal Agreement (“Agreement”) is made and entered into by and between the **Town of Horizon City, Texas (“City”)** and **Reinvestment Zone Number One Town of Horizon City (“Zone)** on the ____ day of _____, 2021 to memorialize the manner in which the City will participate in projects within the Zone, contribute financially and in kind and be entitled to reimbursement for funds advanced.

WHEREAS, the City pursuant to Ordinance **No. 0264** adopted, created, designated, and established the Zone;

WHEREAS, the City has committed to constructing a Transit Oriented Development/ Town Center and to site municipal facilities within the boundaries of the Zone;

WHEREAS, the City has committed to making in-kind contributions to advance the purposes of the Zone;

WHEREAS, the City has expended specific funds for the creation and administration of the Zone;

WHEREAS, the City has agreed to contributing on hundred percent (100%) of the tax increment generated by the Zone to the TIRZ;

WHEREAS, the City and its residents will both benefit from the development and improvements that will be paid for by the Tax Increment funds;

WHEREAS, the City **will contribute** specific costs for the development of the Transit Oriented Development/Town Center and other TIRZ projects and will be reimbursed with Tax Increment Funds;

WHEREAS, the purpose of this Agreement is to specify how allocated funds will be distributed to each party;

WHEREAS, the City shall not be obligated to contribute additional funds to the TIRZ Projects other than those specifically designated by the City Council;

WHEREAS, the parties desire to provide a framework for the expenditure of funds dedicated to the TIRZ projects by each Party;

NOW, THEREFORE, the City and TIRZ, in consideration of the terms, conditions, and covenants contained herein, hereby agree as follows:

ARTICLE I

TERM OF AGREEMENT

1.1 Term. The term of this Agreement (“Term”) shall be until December 31, 2023. This Agreement may be extended for up to twenty years by Agreement of all Parties.

1.2 Annual Review. Parties hereby agree to annually revisit and review this agreement by July 1st of each year to reaffirm Parties’ goals and commitments and to consider amendments that reflect altered circumstances.

ARTICLE II

DEFINITIONS

2.1 In addition to any terms defined in the body of this Agreement, the following terms shall have the definitions ascribed to them as follows:

Tax Increment. Tax Increment means the amount of property taxes levied and collected by the City on the Captured Appraised Value of real property taxable by the City and located in the Zone.

Captured Appraised Value. Captured Appraised Value in a given year means the total appraised value, less any applicable exemptions, of all TIRZ real property taxable by the City for that tax year less the Tax Increment Base.

City Tax Increment will be that amount paid by the City into the Tax Increment Fund.

Creation Cost. Costs the City incurred creating the TIRZ.

Act means the Tax Increment Financing Act, as amended, and as codified as Chapter 311 of the Texas Tax Code.

Project Management and Coordination Costs are costs incurred in management of the TIRZ projects as a whole or to multiple projects within the TIRZ, but not readily attributable to a single project.

Project Plan means the project plan for the TIRZ as adopted by the TIRZ Board and the Town of Horizon City along with amendments to this plan that are adopted by the Board of Directors of TIRZ Number One and approved by the City Council of the Town of

Horizon City from time to time. The Project Plan includes maps of all property in the Zone.

Reimbursable Costs are costs incurred by the City in furtherance of the TIRZ projects. Reimbursable Costs do not include Creation Cost as defined above. Reimbursable Costs only relate to direct costs incurred by the parties in relation to the planning and assessment phase of any project, to include attorney's fees incurred in the drafting and revising said agreements, together with the allocable share of Project Management and Coordination costs, and do not include the reimbursement of actual construction and/or implementation costs of any project beyond the planning and assessment phase unless agreed to in a separate Interlocal Agreement.

Tax Increment Fund (TIF) means that fund created by the City pursuant to Section 311.014 of the Act and the Ordinance, which will be maintained by the City, and into which all revenues of the TIRZs will be deposited, including deposits of Tax Increment by the City and by such other taxing units with jurisdiction over real property in the TIRZs that may enter into agreements for such contributions.

TIRZ Board means the governing board of directors of the TIRZs appointed in accordance with Section 311.009 of the Act, the Ordinance, and this Agreement.

TIRZ means the Tax Increment Reinvestment Zone Number One approved by the town of Horizon City pursuant to Ordinance No. _____.

2.2 Terms other than those defined above shall: (1) have their meanings as given in Chapter 311, Texas Tax Code; or (2) if not so defined, their usual and ordinary meanings.

2.3 References to state statutes shall include amendments to those statutes that are duly enacted from time to time.

ARTICLE III

OBLIGATIONS OF THE TIRZ BOARD

3.1 The TIRZ Board agrees to keep an accurate accounting of expenditures on each project concerning the Parties and to accurately report those expenditures to the Parties.

3.2 The TIRZ Board agrees to provide access to any accounting of the TIRZ to the other parties to this Agreement.

3.3 The TIRZ Board agrees to keep an accurate accounting of Project Management Coordination Costs and related costs associated with all projects concerning the Parties.

3.4 The TIRZ Board agrees to keep an accurate accounting of tax increments paid by Parties into the Tax Increment Fund or paid for specific costs.

3.5 The TIRZ Board agrees to consider the provisions of this Agreement when expending funds dedicated to the TIRZ projects and when requesting additional funding, if any, from any Party.

3.6 If requested by the City, the TIRZ Board will reimburse the City for Creation Expenses as funds become available in the Tax Increment Fund. The TIRZ Board may, at its discretion reimburse the City in one lump sum or defer payment until such time as there are sufficient funds to make reimbursement and continue operation of the Zone.

3.7 The TIRZ Board may engage the City to act as fiscal agent for the TIRZ and will, if requested by the City, reimburse the City for the services. Otherwise, the services will be considered in-kind contributions to the TIRZ.

3.8 The TIRZ Board will reimburse the City for Reimbursable Costs as that term is defined in Article 2.1 of this Agreement

ARTICLE IV

OBLIGATIONS OF THE CITY

4.1 The City agrees to contribute 100% of the Tax Increment to the Tax Increment Zone Fund upon receipt and to allow those funds to be used for any TIRZ Projects identified in the Project Plan.

4.2 The City will provide the TIRZ Board with an accounting of all Creation Costs incurred that it requests to have reimbursed by December 31, 2021.

4.3. At least once annually the City will submit a statement of the Project Management and Coordination Costs it has incurred in connection with the management and operation of the Zone to receive reimbursement. The City shall be reimbursed the full amount of the expenses incurred as an administrative fee.

4.4 Prior to incurring any expenses other than Creation Costs and Project Management and Coordination Costs that the City would like reimbursed, the City shall seek the preapproval of the TIRZ Board. Failure to obtain approval prior to incurring the expense may, at the discretion of the TIRZ Board disqualify the City for reimbursement.

ARTICLE V

DEFAULT, REMEDIES, TERMINATION

5.1 Defaults, Generally. A default shall occur (“Default”) if either Party shall fail or refuse to perform any of its respective obligations under this Agreement and such Default shall continue for thirty (30) days after written notice from the non-defaulting parties to the defaulting party designating such Default (or for such longer period as may be reasonably required to cure such Default in the exercise of all due diligence but not in excess of ninety (90) days).

5.2 Remedies after Default. If a Default occurs, the non-defaulting party shall have all the remedies available to the non-defaulting party at law or in equity, including the right to bring an action for specific performance against the defaulting party.

5.3 Notice of Default; Opportunity to Cure. If this Agreement is breached, the party alleging the default or breach shall give the breaching party not less than thirty (30) days’ written notice, measured from the date of certified mailing, specifying the nature of the alleged default, and when appropriate, the manner in which the alleged default may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within the period.

5.4 Notice of Intent to Terminate. At any time following the thirty-day cure period, the complaining party may institute legal proceedings and/or give written notice of intent to terminate the Agreement by certified mail. The written notice of intent to terminate shall specify the nature of the alleged grounds for termination.

5.5 Termination of Agreement. Each party shall be able to terminate this Agreement by giving a thirty (30) day written notice to each other Party for any reason; provided however, if the TIRZ has incurred debt or any other obligations secured by the increment provided by the City, the City shall be obligated to continue to provide the Increment until such time as the debt is paid off or the financial obligation is otherwise secured.

5.6 Cancellation of Agreement. Except as otherwise permitted herein, this Agreement may be cancelled, in whole or in part, only by mutual written consent of the Parties.

5.7 Time of Essence to Agreement. The Parties agree that time is of the essence to this Agreement.

ARTICLE VI

GENERAL PROVISIONS

6.1 Notice. Any notice or statement required or permitted to be delivered by one of the Parties to this Agreement to the other shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the address shown below, or at such other address (or addressees) provided by the parties to each other:

TIRZ BOARD

ATTN: _____

With copy to:

ATTN: _____

City:

ATTN: _____

With copy to:

ATTN: _____

6.2 No Joint Venture; No Third-Party Beneficiaries. It is acknowledged and agreed to by the Parties to this Agreement that the terms hereof are not intended to and shall not constitute a partnership or joint venture between the parties. The Parties, their officials, officers, and agents, do not assume any responsibility or liability to any third parties in connection with the design, construction, operation or maintenance of any structures or improvements associated with the TIRZ,

11.3 Applicable Law and Venue. This Agreement is made and shall be construed and interpreted under the laws of the State of Texas, and venue to enforce or interpret any aspect of this Agreement shall lie in El Paso County, Texas.

11.4 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the transaction contemplated herein, and this instrument

supersedes any prior agreements or understandings between the parties. Nothing in this Agreement shall supersede or preempt other agreements related to funding of the TIRZ projects between the Parties but shall instead govern when other agreements related to funding of the TIRZ projects are silent or vague.

11.5 Savings Clause. If any portion of this Agreement is deemed to be invalid or unenforceable, the remaining terms and condition remain in full force and the Agreement shall be unaffected.

EXECUTED on this the _____ day of _____, 2021 (“Effective Date”).

Town of Horizon City, Texas

By: _____
Ruben Mendoza, Mayor

ATTEST:

By: _____
Elvia Schuller, TRMC
City Clerk

Reinvestment Zone Number One
Town of Horizon City – Board

By: _____

(Printed name), Chairperson

DRAFT



**TAX INCREMENT REINVESTMENT ZONE #1
BOARD**

Date: April 26, 2021
To: Honorable TIRZ Board Members
From: Teresa Quezada, CIP Manager *Teresa Quezada
4/26/2021*
SUBJECT: **On a Resolution authorizing the TIRZ Board Chairman to sign a participation agreement with the Town of Horizon City**

This resolution authorizes the TIRZ Board Chairman to sign an interlocal agreement between the Town of Horizon City and Reinvestment Zone (TIRZ) Number One. The agreement establishes each entity's responsibilities in carrying out the intent of TIRZ number one.

The Town's the responsibilities include

- Contributing 100% of the Town's tax increment to the TIRZ to be used for the Project identifies in the project plan; and
- Providing administrative support for the management and administration of the zone.

The TIRZ Board's responsibilities include

- Keeping accurate accounting of project expenditures;
- Providing access to accounting to the Town; and
- Reimbursing the Town for expenditures incurred on its behalf.

This agreement is necessary to allow the Town to dedicate the Town's increment to the zone and thus provide funding to the TIRZ board to carry out the projects as described in the project plan as adopted by the Council in December 2020 when the TIRZ was established.

Staff recommends approval.



**TAX INCREMENT REINVESTMENT ZONE #1
BOARD**

Date: April 26, 2021
To: Honorable TIRZ Board Members
From: Teresa Quezada, CIP Manager *Teresa Quezada*
SUBJECT: **On Requests for Qualifications for Architectural Design Guidelines for the TOD**

Developing *Architectural Design Guidelines* is key to ensuring the Transit Oriented Development within the TIRZ develops as a walkable, multi-modal, town center. The Guidelines will assist property owners and developers in designing structures that meet the goals as articulated in Horizon City's Comprehensive Plan.

The Guidelines must be developed by professionals with experience in developing the type of Town Center Horizon City has envisioned. Thus, the Town has advertised for the development of these Guidelines using the adopted Architect and Engineer (A/E) selection process.

The Town has advertised for Statements of Qualifications which will be received in mid-May, evaluated by the A/E selection committee. Staff anticipates an agreement with the selected architectural firm will be presented for approval in July 2021.