



**HORIZON CITY**

**Incorporated 1988**

**AGENDA  
PUBLIC MEETING  
ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS MEETING  
THE TOWN OF HORIZON CITY, TEXAS  
Tuesday, April 27, 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 **Tuesday, April 27, 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 videoconference:

Veronica Rojas is inviting you to a scheduled Zoom meeting.

Topic: EDC Board Meeting  
Time: Apr 27, 2021 06:30 PM Mountain Time (US and Canada)

Join Zoom Meeting  
<https://us02web.zoom.us/j/87088343901?pwd=TEdTa3hXZ0xXNDd4SkJoMS9HNmZZdz09>

**Meeting ID: 870 8834 3901**  
**Passcode: 584087**

One tap mobile  
+12532158782,,87088343901#,,,,\*584087# US (Tacoma)  
+13462487799,,87088343901#,,,,\*584087# US (Houston)

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

<b>1. Call to order; Establishment of Quorum</b>	<b>3</b>
<b>2. Approval of Minutes from:</b> March 30, 2021 Special Board Meeting.	<b>6</b>
<b>3. Discussion:</b> Presenter: EDC Board President On recent activities by the Horizon City Economic Development Corporation.	<b>20</b>
<b>4. Discussion and Action:</b> Presenter: Pegasus Consultant On an update by Pegasus Planning and Development regarding recreational development.	<b>43</b>
<b>5. Discussion and Action:</b>	

Presenter: EDC Board President

On authorizing the Board President to sign an Economic Development Accelerator Participant Agreement extension with Tailored Alloys, LLC for an additional 6 months beyond the current term.

**6. Discussion and Action:**

57

Presenter: EDC Board President

On authorizing the Board President to sign an Economic Development Accelerator Participant Agreement extension with PM Technologies, LLC for an additional 6 months beyond the current term.

**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.

**A. Discussion and Action:**

Presenter: EDC Board President

EDC Executive Director Search

**8. Adjournment:**

Adjournment:

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

Dated this Friday, April 23, 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 Friday, April 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  
PUBLIC MEETING  
ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS MEETING  
THE TOWN OF HORIZON CITY, TEXAS  
Tuesday, March 30, 2021, 6:30 PM**

Notice is hereby given that an ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS MEETING of the Town of Horizon City, Texas was held on **Tuesday, March 30, 2021 at 6:30 PM**, at Virtual Meeting, 15001 Darrington Road, Horizon City, TX 79928, at which time the following was discussed and considered:

To watch by video conference:

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

Join Zoom Meeting:  
<https://us02web.zoom.us/j/82384711177?pwd=MXRSL2ZLNURKWGp6YzZQVGw2U05ldz09>

**Meeting ID: 823 8471 1177**  
**Passcode: 625717**

One tap mobile  
+13462487799,,82384711177#,,,,\*625717# US (Houston)  
+16699006833,,82384711177#,,,,\*625717# US (San Jose)

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

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

Board Members Present: Walter Miller, Jerry Garcia, Dean Hulsey, Allie Lozano.  
Absent Board Members: Justin Chapman, Kevin Richardson and Karina Hagelsieb. Quorum Established

Staff Members Present: Board Secretary Veronica Rojas; CIP Manager Terry Quezada; Board Treasurer Pat Randleel; Horizon City Planning Director Michelle Padilla; City Attorney Sylvia Borunda Firth

**2. Approval of Minutes from:** March 30, 2021 Regular Board Meeting.

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

**3. Discussion:**

On a Presentation by Pegasus Planning and Development regarding recreational developments and impact on abutting properties.

Presenter: Pegasus Consultant, Sean Garretson

Mr. Sean Garretson gave update on development of the Regional Park. Board Members gave feedback and suggestions regarding development and impact on abutting properties.

**4. Discussion:**

On an update and monthly report of activities by the Horizon EDC and its Horizon Tech Accelerator Program.

Presenter: EDC Board President

EDC Board President Walter Miller spoke regarding this item. Update included EDC social media and press release on Polar Services. A social media report will be provided at the next scheduled EDC Board Meeting.

**5. Discussion:**

On an update on EDC Director recruitment.

Presenter: EDC Board President

EDC Board President Walter Miller gave update on EDC Director recruitment. Board Members were encouraged to participate in the interview process.

**6. Discussion:**

On an update on the Horizon City Tax Increment Reinvestment Zone.

Presenter: CIP Manager

CIP Manager, Terry Quezada gave update on the Horizon City Tax Increment Reinvestment Zone.

**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.

**8. Adjournment:**

**ADJOURNMENT**

A motion was made by Jerry Garcia and seconded by Allie Lozano to adjourn at 7:30 PM.

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

**Attest:**

\_\_\_\_\_  
Veronica Rojas, Board Secretary

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

DRAFT



# BOARD MEETING

April 27, 2021



## ACTIVITY UPDATE

- Welcome new member, Ms. Sandra Esqueda
- Continued support for ARMS group.
- Implemented Social Media - full monthly report scheduled for April 1, 2021
- Identifying real estate consultant to provide Board requested analysis for former FAA building
- Met with 2 of 3 HTAP Participants – lease extensions for Board consideration



# EDC DIRECTOR RECRUITMENT UPDATE

Position advertised in

- Texas Economic Development Council website
- UTEP Careers
- Indeed.com
- Horizon City Website

Position closed on Friday, April 9, 2021

Preliminary interviews held on April 21, 2021

Finalists to be interviewed on April 28, 2021

# Social Media Overview & AD Spend Report

Horizon EDC March 2021



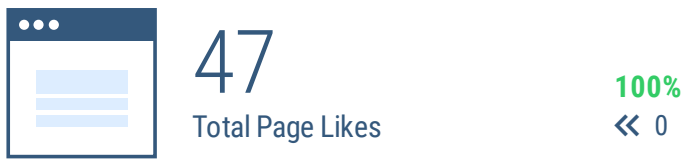
**Report date:** 3/1/21 — 3/31/21  
**Compared to:** 2/1/21 — 2/28/21

**Duration (days):** 31

## Horizon Economic Development Corporation Facebook

@horizedc

### Total Page Likes



Source: Custom data

### Reach

People who saw any of the content related to your Facebook page



Page: Horizon City EDC

### Impressions

The total number of impressions seen of any content associated with your page



Page: Horizon City EDC




### Paid impressions

The number of people who saw any of your paid posts





Page: Horizon City EDC

## Total interactions

 Likes	16	1500%
 Comments	0	
 Shares	0	





 Page: Horizon City EDC

## Impressions vs. clicks

 Page impressions	11,347	28995%
 Clicks	395	100%

 Page: Horizon City EDC

## Top performing cities

City	Unique impressions
 El Paso, TX	383
 New York, NY	168
 Chicago, IL	74
 Houston, TX	70

 Page: Horizon City EDC

## Audience by gender

Gender	Reach
Male	6,319
Female	3,357
Unknown	101

 Page: Horizon City EDC

## Post reactions

The number of reactions on your posts



 Page: Horizon City EDC

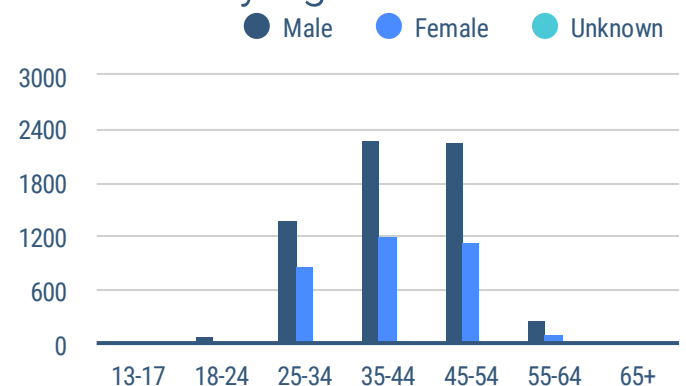
## Paid impressions

The number of people who saw any of your paid posts



 Page: Horizon City EDC

## Audience by age



 Page: Horizon City EDC

## Video views

Total number of times page's videos have been viewed for more than 3 seconds



3,480

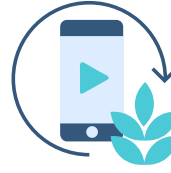
Total video views

347,900.00%  
 << 1

Page: Horizon City EDC

## Organic video views

The number of times page's videos have been watched for more than 3 seconds by organic reach



11

Videos

1,000.00%  
 << 1

Page: Horizon City EDC

## Paid video views

Total number of times page's promoted videos have been viewed for more than 3 seconds



3,469

Paid video views

100.00%  
 << 0

Page: Horizon City EDC

## Top performing posts

Message	Reach	Clicks	Engagement
<b>Get connected in Horizon City! Did you know Horizon ...</b>	569	14	20
<b>Polar Service Centers has chosen Horizon City as the ...</b>	185	6	6
<b>Have you heard the buzz about Horizon City? With ne...</b>	16	0	1
<b>The Horizon Tech Accelerator Program is giving the a...</b>	15	1	1
<b>Horizon EDC wishes you a happy and safe St. Patrick's...</b>	15	0	1
<b>Learn more about how Horizon City EDC and UTEP are ...</b>	14	0	1
<b>According to the latest available census data, Horizo...</b>	13	0	1
<b>Did you know that Horizon City is the fastest-growing...</b>	13	0	1
<b>The Hospitals of Providence's 40,000 square-foot fac...</b>	12	0	1
<b>Is your company considering relocation or expansion?...</b>	9	0	0

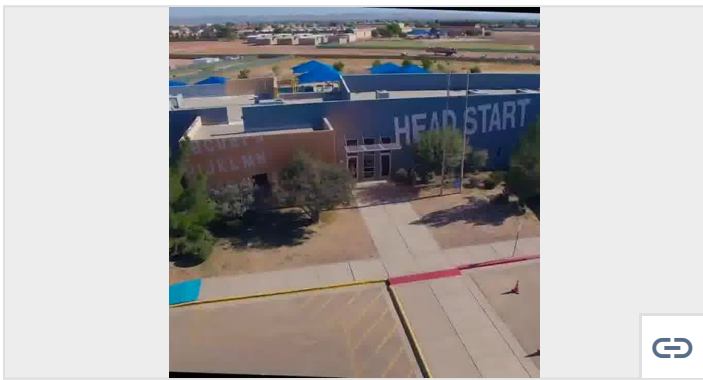
Page: Horizon City EDC

# Total Ad Spend:

**Total Spend: \$229.62**

**@horizedc**

## Horizon EDC Video-FB



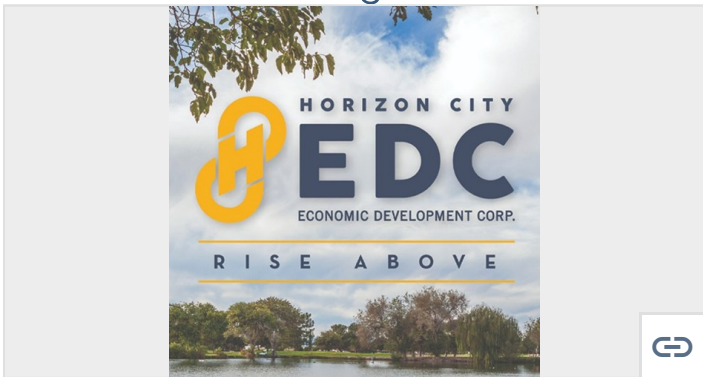
Post-"Horizon City is the fastest..."

**Campaign Name:** Horizon EDC-Horizon City Video-FB

Total sp...	Reach	Impress...	Post en...	Video th...
\$50.00	6,225	6,518	3,488	1,726

Campaign: Horizon EDC-Horizon City Video-FB

## Horizon EDC- Page Likes-FB



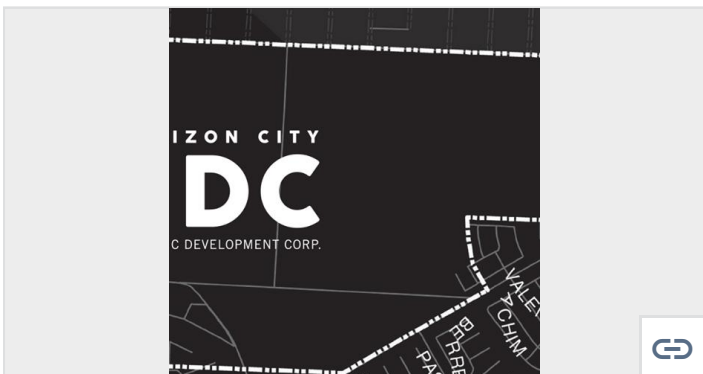
Post-"Like our page to..."

**Campaign Name:** Horizon EDC-Page Likes-FB

Total sp...	Reach	Impress...	Page Lik...	Post en...
\$50.00	2,690	4,088	34	17

Campaign: Horizon EDC-Page Likes-FB

## Horizon EDC Get Connected-FB



Post-"Get connected in..."

**Campaign Name:** Horizon EDC-Get connected-FB

Total sp...	Reach	Impress...	Post en...	Link clic...
\$49.62	534	562	346	12

Campaign: Horizon EDC-Get connected-FB

# Instagram

@horizedc

## Total followers

A number of Instagram followers you have



120.00%  
« 5

Account: Horizon City EDC

## New followers

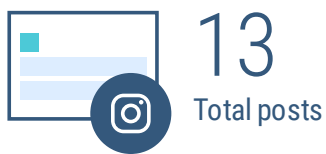
New Instagram fans you've made during this period



20.00%  
« 5

Account: Horizon City EDC

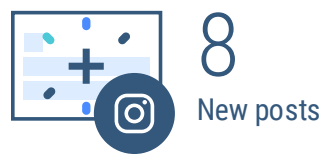
## Total posts



225.00%  
« 4

Account: Horizon City EDC

## New posts



166.67%  
« 3

Account: Horizon City EDC

## Engaged users

The number of unique users who clicked anywhere in your posts



320.00%  
« 5

Account: Horizon City EDC

## Reach




Total number of unique accounts that have seen this profile within the specified period.







5,383.33%  
« 6

Account: Horizon City EDC

# Activity

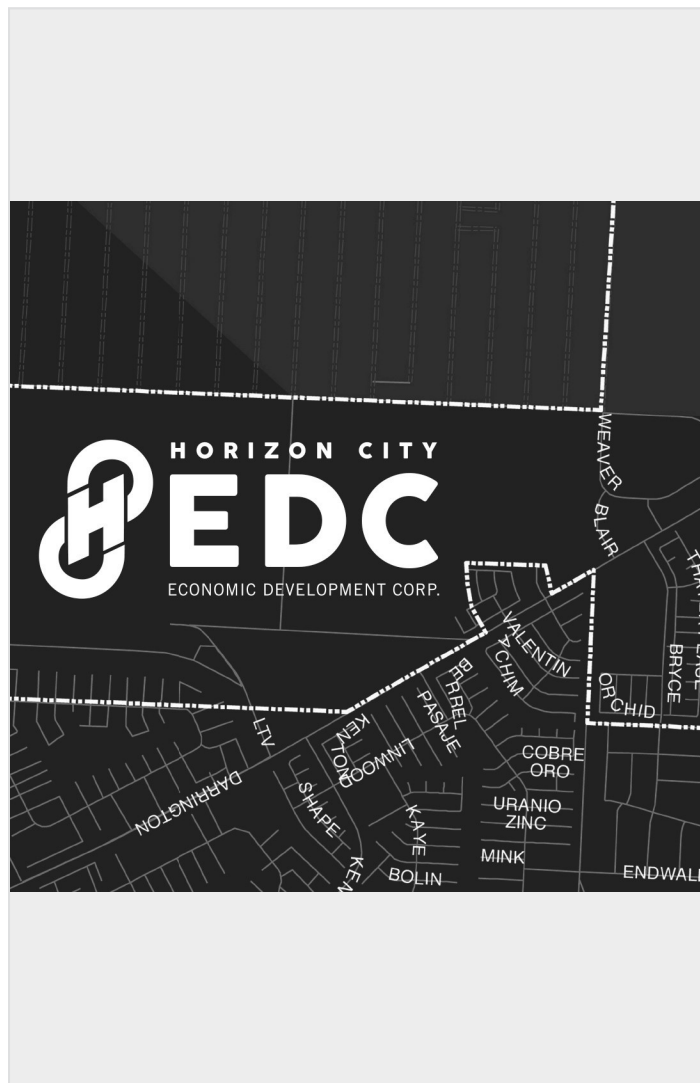
	<b>Website clicks</b>	0
	<b>Phone call clicks</b>	0
	<b>Get directions clicks</b>	0

	<b>Text message clicks</b>	0
	<b>Email contacts</b>	0
	<b>Profile visits</b>	16 <span style="float: right; color: green;">100%</span>

 Account: Horizon City EDC


# Top feed

Get connected in Horizon City! Did you know Horizon City recently made investments in its water, wastewater and drainage systems...



**Date:** 2021-03-12

Likes	Impress...	Reach	Engage...	Comme...
7	12	11	10	3

 Account: Horizon City EDC

The Horizon Tech Accelerator Program is giving the area's top talent a home to become entrepreneurs. Power your business through...



**Date:** 2021-03-19

Likes	Impress...	Reach	Engage...	Comme...
4	9	7	4	0

# Top feed

The Hospitals of Providence's 40,000 square-foot facility in Horizon City is a joint venture with Emerus, the nation's largest o...



Date: 2021-03-05

Likes	Impress...	Reach	Engage...	Comme...
3	11	9	3	0

Did you know that Horizon City is the fastest-growing community in West Texas and Southern New Mexico? Horizon City is home to a...



Date: 2021-03-02

Likes	Impress...	Reach	Engage...	Comme...
2	11	9	2	0

Have you heard the buzz about Horizon City? With new schools, new neighborhoods and the 18-hole Horizon Golf & Conference Center...



Date: 2021-03-15

Likes	Impress...	Reach	Engage...	Comme...
1	6	6	1	0

Horizon EDC wishes you a happy and safe St. Patrick's Day!



Date: 2021-03-18

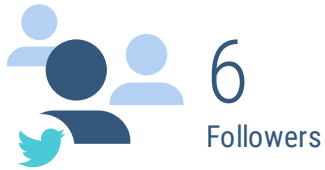
Likes	Impress...	Reach	Engage...	Comme...
1	9	6	1	0

# Twitter

(@horizedc)

## Total followers

A total number of Twitter accounts that follow you

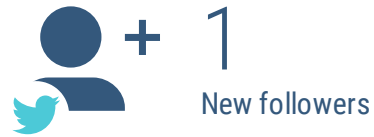


20.00%  
◀ 5

Account: horizedc

## New followers

New Twitter fans you've made during this period



-50.00%  
◀ 2

Account: horizedc

## Total tweets so far

Shows a total number of times you've tweeted so far



275.00%  
◀ 4

Account: horizedc

## New tweets








Indicates a number of new tweets during this period



150.00%  
◀ 4

Account: horizedc

# Top tweets

Tweet	Engagement	Retweets	Favorites
 <b>Tweet:</b> The Hospitals of Providence's 40,000 sq. facilit... <b>Date:</b> 3/4/21	1	0	1
 <b>Tweet:</b> Horizon EDC wishes you a happy and safe St. P... <b>Date:</b> 3/17/21	1	0	1
 <b>Tweet:</b> Did you know that Horizon City is the fastest-gr... <b>Date:</b> 3/1/21	0	0	0
 <b>Tweet:</b> According to the latest available census data, H... <b>Date:</b> 3/8/21	0	0	0
 <b>Tweet:</b> Learn more about how Horizon City EDC and U... <b>Date:</b> 3/11/21	0	0	0
 <b>Tweet:</b> Get connected in Horizon City! Did you know H... <b>Date:</b> 3/11/21	0	0	0
 <b>Tweet:</b> Have you heard the buzz about Horizon City? Wi... <b>Date:</b> 3/15/21	0	0	0

 Account: horizonedc

## LinkedIn (Horizon EDC)

### Total followers

Total number of followers your account had at the end of the report period




400.00%  
« 1

### New followers

New LinkedIn fans you've made during this period



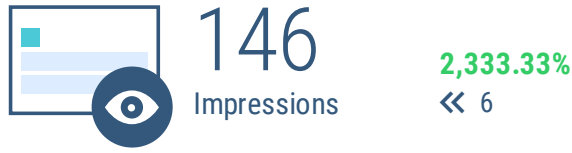
300.00%  
« 1

 Account: Horizon City EDC

 Account: Horizon City EDC


# Post impressions

The total number of post impressions during this period





 Account: Horizon City EDC

## Network by country

Country	Followers
 <b>United States</b>	5 <span>400%</span>

 Account: Horizon City EDC

## Network by function

Function	Followers
 <b>Community &amp; Social Services</b>	2
 <b>Business Development</b>	1
 <b>Marketing</b>	1
 <b>Quality Assurance</b>	1

 Account: Horizon City EDC

# LinkedIn Ads

## Amount spent

Amount of money spent on clicks and impressions for your ad



Account: Horizon EDC

## Impressions and clicks



Account: Horizon EDC

## Top campaigns

	Campaign name	Total spent	Impressions	Clicks	Soc. actions	Engagements	Video views
1.	Horizon EDC-Video Boost-LI	\$80.00	1,097	1	3	4	663

Account: Horizon EDC

## Average engagement

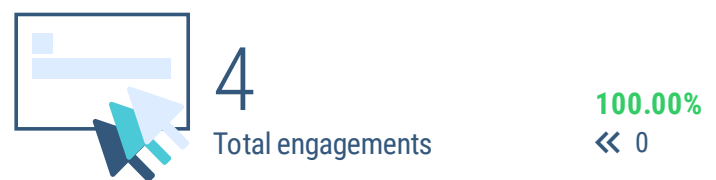
The is how often people engaged with your ad (both paid and free clicks divided by total impressions)



Account: Horizon EDC

## Total engagements

Indicates paid clicks plus social clicks on your LinkedIn ads



Account: Horizon EDC

# HEDC Regional Sports Park Final Presentation

20

Prepared by Pegasus Planning and Development  
April 2021

# Agenda

- Scope of Work Overview
- Review of NRPA Benchmarks and Horizon's Park Needs
- Map Discussion
- Economic Impacts of Passive Versus Active Parks
- Round Rock Sports Center – Follow Up
- Lessons Learned
- Next Steps

# Moving Forward with Strategic Priorities and Actions

The creation of a regional sports park is a strategic priority for the HEDC, and an action outlined in Horizon City's Comprehensive Plan.

From HEDC's Strategic Priorities and Actions:

7. Enable sports tourism through regional sports park

- Identify partners for development and available sites
- Also need to form partnerships for other aspects, such as operations
- Funding – consider public/private partnership

From the Horizon City Comprehensive Plan (Parks & Open Space Actions):

- Build a multi-purpose community rec center
- Build a multi-purpose sports park
- Update 2010 Parks and Open Space Master Plan
- Establish a Parks and Recreation department
- Review and update the amount of parkland required per acre of new development
- Renovate the senior center
- Expand on already established hike/bike trail network
- Develop a community pool facility

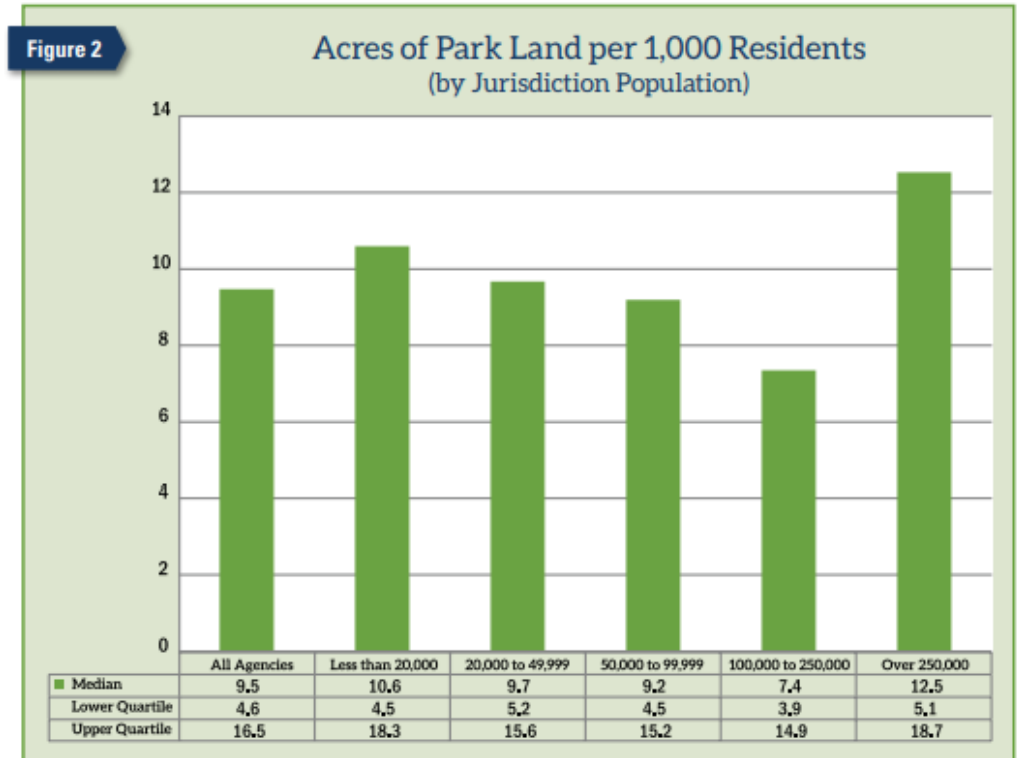
# Scope of Work

- ✓ Review existing City, EDC and Developer plans, verify land availability and appropriate ingress/egress for a large regional recreation facility.
- ✓ Review Developer's existing plans for commercial and compare the impact of that versus the potential development (assuming a larger tourism-oriented development) with a larger regional recreation destination versus a passive park.
- ✓ Prepare a comparison analysis of "traditional" or "expected" development versus one adjacent to a regional tourist park destination.
- ✓ Identify several good Texas models where a public-private partnership (P3s) worked well in achieving a Regional Recreation Park. Obtain information on the following for each model:
  - Size of facility (acreage)
  - Detail Program (types of facilities, number of events, number of visitors)
  - Spillover effect from Regional Recreation Facility (impact on neighboring commercial land)
  - Obtain visuals for before and after to help understand impacts
  - City and EDC role
  - Cost
  - Grants and other funding sources
- ✓ Determine fiscal impact of Park on surrounding commercial area.  
Present findings to City Council, EDC Board and Developer's Board/Advisors.

# Existing Parks Compared to NRPA Benchmarks



Sources: Horizon City Comprehensive Plan and the 2016 NRPA Field Report



24

- NRPA Median Park Land per 1,000 Residents = 9.7 acres (for populations between 20,000 – 49,999).
- Horizon City currently has 6 public parks, totaling approximately 18.85 acres.
- At 20,000 residents, Horizon would need **194 acres** of park land to meet median benchmark.
- Potential Sports Park = 30 acres

# Horizon City's Park Needs in Context



- NRPA Benchmark → 194 acres
- Horizon City currently has ~19ac of public park land
- Potential Sports Park = 30ac 25
- $194ac - (19ac + 30ac) = 145$  acres still needed
- For context of space needed, blue polygon = 143ac

# Regional Sports Park



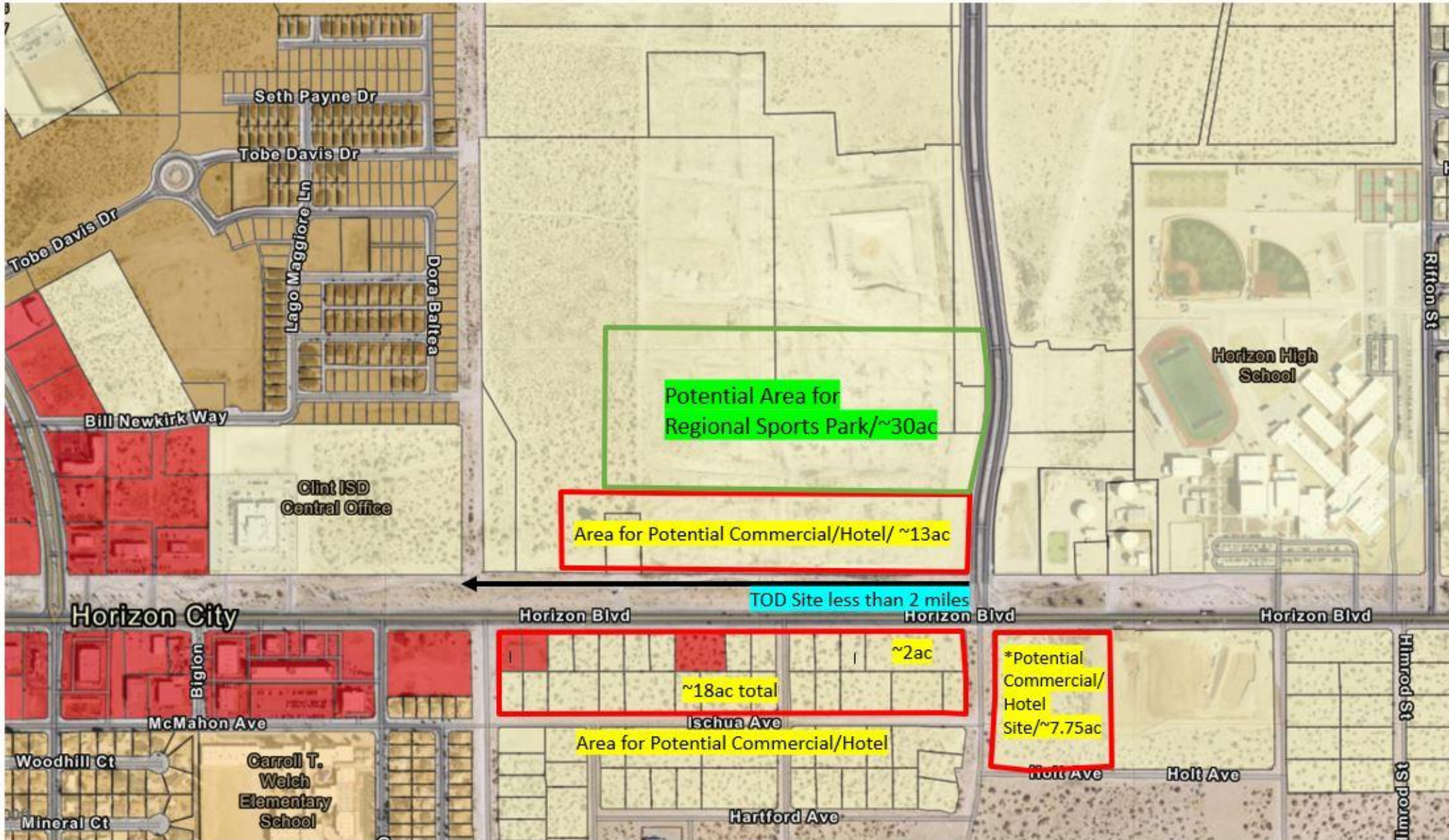
\*145 Acres Still Needed to Meet NRPA Benchmark

# Indoor Sports Complex



30 acres

# Horizon City Context Map – Regional Sports Park Planning



## Hotel Needs

- Approximate size needed for hotel: 3-5 acres (with surface parking); 3-4 stories <sup>27</sup>
- Round Rock Sports Center Hotel Example: Springhill Suites by Marriott – 2.76 acres, 4 stories

Zoning Map Legend

- R2
- PUD
- C1



# Economic Impacts of Passive Versus Active Parks

# Passive Versus Active Parks

## Benefits of *Both* Passive and Active Parks:



### Property Values

- Increased residential and commercial property values for areas surrounding parks (benefiting both property owners and the local tax base)
- Eighty-five percent of respondents to the 2019 Engagement with Parks survey indicated that they seek high-quality parks and recreation amenities when choosing a place to live
- A study of 16,400 home sales in Portland, Oregon found that the existence of a park within 1,500 feet of a home increased its sale price by between \$845 and \$2,262 (in 2000 dollars)



### Health and Wellness

- Promotes mental and physical health for the community
- An Oregon State University study found that Oregon residents' engagement in one of 30 outdoor recreation activities in 2018 resulted in \$735 million to \$1.416 billion in cost of illness savings accrued to health insurers, providers, and participants <sup>29</sup>



### Economic Development

- Parks improve the quality of life in communities and benefits the local economic development of a region
- More than 80 percent of corporate executives responding to a 2019 Area Development survey rated quality-of-life features as an important factor when choosing a location for a headquarters, factory, or other company facility

## Added Benefits of *Active* Parks:



### Significantly Increased Visitor Spending Potential

- Active parks and sports complexes spur tourism to their respective locales, generating significant economic activity, including (but not limited to) increased sales at local restaurants/bars and hotels

# Expenditures at 14 Sports Tournaments



Event Name	Number of Teams	Number of Participants	Overnight Stay (mode)	Number of Non-Local Participants	Number of Non-Local Participants Surveyed	Per Day Per Non-Local Participant Expenditure		Per Night Per Non-Local Participant Expenditure		Total Expenditures Per Non-Local Participant		Total Expenditures of All Non-Local Participants in the Local Area	
						Mean	Median	Mean	Median	Mean	Median	Mean	Median
1. American Junior Golf Tournament	-	132	3	132	27	\$209.36	\$200.00	\$267.17	\$245.00	\$1,002.25	\$900.00	\$132,297.00	\$118,800.00
2. Brazos Valley Senior Games	-	410	1	313	51	\$59.56	\$40.00	\$171.89	\$144.50	\$110.86	\$85.00	\$34,699.18	\$26,605.00
3. Lone Star Softball Budweiser Adult Softball Tournament	275	4125	1	3741	397	\$85.46	\$67.50	\$173.53	\$135.63	\$181.31	\$136.25	\$678,280.71	\$509,711.25
4. Brazos Valley Tennis Association Junior Tournament	-	677	1	677	80	\$132.30	\$106.25	\$373.20	\$322.50	\$270.75	\$222.50	\$183,297.75	\$150,632.50
5. Great American Basketball Shootout	112	1344	2	1344	114	\$109.91	\$105.93	\$182.03	\$167.50	\$326.44	\$312.50	\$438,735.36	\$420,000.00
6. Texas Grand Slam Tennis	-	850	4	850	149	\$143.69	\$141.43	\$190.58	\$188.33	\$783.44	\$755.00	\$665,924.00	\$641,750.00
7. ASA Women's 18 and Under "B" State Softball Tournament	9	123	2	123	49	\$84.96	\$76.67	\$130.18	\$118.75	\$222.80	\$217.50	\$27,404.40	\$26,752.50
8. FSN 7on7 Football Championship	32	640	1	640	87	\$90.24	\$92.50	\$193.87	\$190.00	\$180.48	\$185.00	\$115,507.20	\$118,400.00
9. ASA Men's State Softball Tournament	38	570	2	534	128	\$108.42	\$106.34	\$189.74	\$187.23	\$271.01	\$264.89	\$144,719.34	\$141,451.26
10. 2009 AGS TAGS LC Championship	-	987	2	976	186	\$106.04	\$101.67	\$159.05	\$152.50	\$318.11	\$305.00	\$310,475.36	\$297,680.00
11. USA/ASA Girls 18 and Under Softball National Championship	133	1810	6	1810	689	\$160.85	N/A	\$187.66	N/A	\$1,125.97	N/A	\$2,038,005.70	N/A
12. NJCAA Women's Tennis National Championships	43	322	5	222	105	\$72.20	N/A	N/A	N/A	\$433.18	N/A	\$139,487.00	N/A
13. Regional High School Tennis Championships	30	171	2	171	97	\$47.71	N/A	N/A	N/A	\$245.57	N/A	\$41,993.00	N/A
14. Triathlon Dash	-	482	1	94	51	\$157.88	N/A	N/A	N/A	\$157.88	N/A	\$14,641.00	N/A
<b>Total</b>	672	12643	N/A	11627	2210	N/A		N/A	N/A	N/A	N/A	N/A	N/A
<b>Averages</b>	N/A	N/A	2.36	N/A		\$112.04	\$103.83	\$201.72	\$185.19	\$402.15	\$338.36	\$354,676.21	\$245,178.25
<b>Sum of 2009 events:</b>												<b>2,451,782.51</b>	

Source: NRPA, Measuring the Economic Impact of Park and Recreation Services (2010)

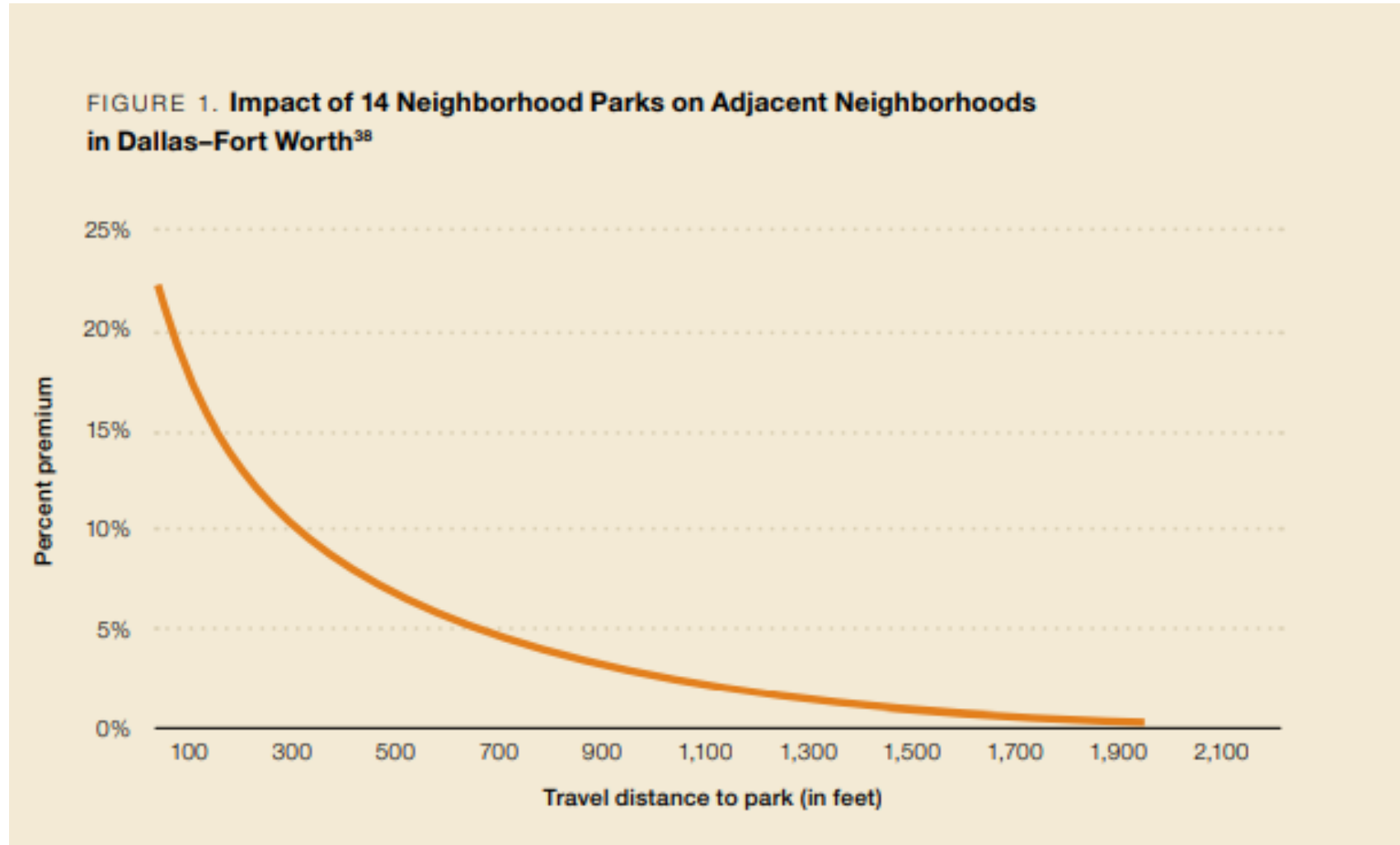
# Sports Tournament Expenditures - Notes

The table on the previous slide demonstrates the expenditures of participants from 14 sports tournaments held in College Station, Texas.

- The proportion of participants who were from the local area was less than 5% in every tournament and in some it was zero.
- Economic impact is likely to be a function of both number of non-local participants and length of stay.
- If an overnight stay is not required, then the economic impact on the community is likely small.
- Some participants in some of the events elected to commute and their spending was much lower. This accounts for the big difference between per day and per night expenditures.
- **The importance of an overnight stay exemplifies the retailing principle that the longer people remain in the area, the more they are likely to spend. Increasing visitors' average length of stay is the most efficient way to increase the economic impact of an event on the community.**
- **Host agencies should vigorously promote attractions that may persuade participants to stay additional days in the local area.**

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# Impact of Parks on Adjacent Neighborhood Property Values



- The 14 parks were between 2.5 acres and 7.3 acres, except for two
- The parks were in the neighborhood of single-family houses
- Analysis based on 3,200 residential sales transactions
- Homes adjacent to parks<sup>32</sup> received an approximate price premium of 22% relative to properties a half mile away
- Approximately 75 percent of the value associated with parks occurred within 600 feet of a park

Source: The Economic Benefits of Open Space, Recreation Facilities and Walkable Community Design (2010)

# Economic Impacts of Sports Tourism - Example

A Comparison of the Financial and Economic Returns to a City from an Amateur Softball Association Girls 18 & Under Class A National Softball Championship Tournament.

**Context:** 1,810 players on 133 teams participated in the tournament. All were from out-of-town. Length of time the teams stayed in the community varied from 4 to 7 nights. 697 player's parents were interviewed.

**Return on Investment:** For each dollar invested, residents' income increased by \$30.30 (1,162,000/38,347). The facility cost \$12 million; payback period to residents is approximately 10 tournaments of this size.

Financial Data	
Income: Entry fees \$300 x 133	\$39,900
Gate Admission fees	\$74,848
Concessions/Souvenirs % of gross	\$32,395
Hotel Rebate	\$4,650
Social fee	\$5,683
Programs	\$1,440
Total	\$158,911
Tournament costs and staff time	\$197,258
Net loss	(\$38,347)
Economic Data	
Total expenditures in the local area by the 1,810 players and their family/friends	\$2,039,000
Economic Impact on Sales	\$3,731,000
Economic Impact on Income	\$1,162,000

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Source: NRPA, Measuring the Economic Impact of Park and Recreation Services (2010)

# Round Rock Sports Center Follow Up – Funding and Operations





# Funding

- The Round Rock Sports Center was **funded by revenue bonds, city self-financing, and hotel occupancy taxes** for a total of **\$14.9 million**.
- \$7,715,000 HOT Revenue Bonds utilized as part of funding.

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# Sports Center Fund – Budget Summary

Sports Center Fund - \$5,095,408

Revenues and Sources	
Hotel Occupancy Tax	\$1,230,000
Program Revenues	\$1,015,000
Contracts and Other	\$350,000
Total Revenues	\$2,595,000
Expenditures and Uses	
Sports Management and Tourism	\$1,751,833
Debt Service	\$371,030
Capital Improvement Projects	\$50,000
Total Expenditures	\$2,172,863
Net Revenues	\$422,137
Less Reservations	
Contingency	\$437,958
Debt Reserves	\$512,323
Designations - Projects	\$3,000,000
Total Reservations	\$3,950,281
Available Ending Fund Balance/Working Capital	\$1,567,264

The Sports Center Fund consists mainly of the Venue Tax which is a 2% voter-approved tax on hotel stays that funds the Round Rock Sports Center.

The Round Rock Sports Center is a world-class indoor sports facility. The facility hosts over 70,000 players and 120,000<sup>36</sup> spectators annually for tournaments, leagues, and club sports. Focused on national and regional sporting events, the RRSC provides a premier players environment with spectator comfort and family entertainment opportunities. The center features a multi-sport building, outdoor pavilion and plaza, and over 500 parking spots.

# Sports Center Fund Schedule



	FY 2018 Actual	FY 2019 Revised Budget	FY 2019 Projected Actual	FY 2020 Adopted Budget	FY 2021 Estimated Budget
<b>Beginning Fund Balance</b>	<b>\$ 4,404,649</b>	<b>\$4,541,078</b>	<b>\$4,743,692</b>	<b>\$5,095,408</b>	<b>\$5,517,545</b>
<b>Revenue</b>					
Hotel Occupancy Tax	1,269,800	1,230,000	1,230,000	1,230,000	2,430,568
Program Revenues	1,266,044	1,215,000	1,275,000	1,275,000	1,275,000
Donations/Sponsorships	96,676	80,000	90,000	90,000	90,000
<b>Total Revenues</b>	<b>2,632,520</b>	<b>2,525,000</b>	<b>2,595,000</b>	<b>2,595,000</b>	<b>3,795,568</b>
<b>Expenditures</b>					
Sports Center Operations	1,927,447	1,924,704	1,874,704	1,801,833	1,802,697
Debt Service	366,030	368,580	368,580	371,030	367,780
<b>Total Expenditures</b>	<b>2,293,477</b>	<b>2,293,284</b>	<b>2,243,284</b>	<b>2,172,863</b>	<b>2,170,477</b>
<b>Net Change in Operations</b>	<b>\$ 4,743,692</b>	<b>\$4,772,794</b>	<b>\$5,095,408</b>	<b>\$5,517,545</b>	<b>\$7,142,636</b>
<b>Less:</b>					
Reservations & Designations	3,330,814	3,980,999	3,980,999	3,950,281	5,138,965
<b>Ending Fund Balance</b>	<b>\$ 1,412,878</b>	<b>\$ 791,795</b>	<b>\$1,114,409</b>	<b>\$1,567,264</b>	<b>\$2,003,671</b>

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# Sports Center - Events Hosted and Personnel

## Events and Revenues

<b>Indicator</b>	<b>FY 2016 Actual</b>	<b>FY 2017 Actual</b>	<b>FY 2018 Actual</b>	<b>FY 2019 Projected</b>	<b>FY 2020 Target</b>
Multi-Day Tournaments/Events Hosted	34	38	34	34	35
One Day Tournaments/Events Hosted	19	12	9	11	10
Total Number of Court Bookings	6,752	7,200	6,780	6,700	6,750
Total Revenues	\$2,228,775	\$2,583,744	\$2,632,520	\$2,595,000	\$2,595,000

## Personnel

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<b>Department</b>	<b>Grade</b>	<b>FY2018 Actual</b>	<b>FY2019 Actual</b>	<b>FY2020 Adopted</b>
<i>Sports Center</i>				
Sports Management & Tourism Director	EX	1.00	1.00	1.00
Administrative Assistant	209	1.00	1.00	1.00
Assist. Coord. - Operations & Events	211	3.50	3.50	3.50
Parks Maintenance Worker	204	1.00	1.00	1.00
Custodian	203	2.00	2.00	2.00
Facility Maintenance Technician	206	1.00	1.00	1.00
Operations Coordinator	110	1.00	1.00	1.00
Marks & Events Coordinator	110	1.00	1.00	1.00
Sports Center Manager	113	2.00	2.00	2.00

# Lessons Learned

- All parties in agreement with Vision
- Collectively created Master Plan
- Be realistic with economic value anticipated
- Align Master Plan with Vision and expectations

# Next Steps

- Presentation to City Council

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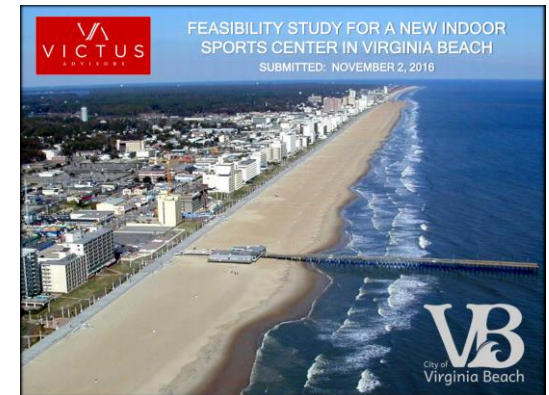
- Feasibility Study
  - Define realistic market capture for competitions
- Concept Plan → Master Plan
- Order of Magnitude Cost Estimates
- (If applicable) Public Private Partnership



Athletic Field Master Plan and Sports Complex Feasibility Study  
October 2016



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# HEDC Regional Sports Park Final Presentation

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Prepared by Pegasus Planning and Development  
April 2021



**TO:** EDC Board of Directors  
**FROM:** Teresa Quezada  
**DATE:** April 23, 2021  
**SUBJECT:** On a Presentation by Pegasus Planning and Development regarding recreational developments and impact on abutting properties

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At their March 1, 2021 Special Board Meeting, the EDC Board approved an agreement with Pegasus Planning and Development to research the impact of a recreational facility such as a regional park on abutting properties as well as the types of amenities that would support strategic development of the abutting properties. Pegasus presented their preliminary findings to the Board at the March 30, 2021 meeting.

In this report, Pegasus identifies additional models of recreational developments with abutting commercial activity that Horizon EDC and the Town may consider. The models include funding mechanisms to construct and operating budgets. They also provide notes regarding the expenses tournament participants and their families are likely to make depending on the amenities that are available to them in the vicinity of the tournament site.

Pegasus' presentation concludes with recommended next steps. Pegasus will make a full presentation for the Board at the meeting.

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO ) **ECONOMIC DEVELOPMENT ACCELERATOR  
PARTICIPANT AGREEMENT**

This Economic Development Accelerator Participation Agreement (this "Agreement") is made and entered into this 7<sup>th</sup> day of January, 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 **TAILORED ALLOYS LLC**, a Texas limited liability company ("Participant").

**RECITALS**

**WHEREAS**, the Horizon City Economic Development Corporation initiated an aerospace and engineering-focused business accelerator project, the Horizon Tech Accelerator Program ("HTAP") in 2019 to provide support to entrepreneurs, retain and attract engineering talent and produce globally competitive businesses who are accepted as a Participant in the HTAP;

**WHEREAS**, the EDC and its HTAP, in cooperation with the University of Texas at El Paso ("UTEP") and the resources available at UTEP's Miro Center for Space Exploration and Technology Research, UTEP's Keck Center for 3D Innovation as well as UTEP's Mike Loya Center for Innovation and Commerce, UTEP research labs as well as UTEP's aerospace projects supported by El Paso County at the Fabens Airport, will provide support services to the Participant in the development of the Participant's business, as further described herein;

**WHEREAS**, Section 501.103 of the Development Corporation Act ("Act") states that the EDC may provide 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**, the EDC on February 6, 2019 approved a 2,400 square-foot space lease at 281 S. Darrington Road for the proposed business HTAP ("Facility") and the Participant may use the facility and receive assistance on the terms and conditions set forth in this Agreement;

**WHEREAS**, the Participant has established a business that will develop innovative metal alloys for commercial use applications, including jewelry and technology applications ("the Business"); and

**WHEREAS**, the EDC has determined that the HTAP and assistance to the Participant 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.

**WHEREAS**, the EDC has concluded that the Participant's Business activities constitute a "project", as that term is defined in the Act;

**WHEREAS**, Company has executed the certification concerning the employment of undocumented aliens attached hereto as **Exhibit B** (the "Employment Certification") specified by Chapter 2264 of the Texas Government Code; and

**WHEREAS**, the EDC and Participant hereby desire to enter into this Agreement regarding assistance available through the Horizon Tech Accelerator Program to the Participant, including support for business formation, office space, a variety of services, legal advice, certain hardware and software as well as training, as well as Participant obligations such as planning meetings, financial disclosure and recommended activities that assist with marketing the accelerator and its activity, and the EDC is willing to provide Participant with that certain economic assistance as hereinafter set forth on the terms and subject to the conditions as stated herein.

## **AGREEMENT**

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

**1. Term.**

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 eighteen (18) months from the Execution Date, unless sooner terminated as herein set forth (the "Term"). The parties may agree to extend this Agreement for a period no longer than an additional eighteen (18) months following the initial term of this Agreement, provided the Participant is not in default of this Agreement and the availability of funding and resources. Any extension of the term of this Agreement shall be approved by the EDC's President and Executive Director.

**2. License to Use Facility and Equipment**

- A. For the Term of this Agreement, the Participant shall have the EDC's permission to enter and use the Facility and all of the furniture, fixtures and equipment located therein, subject to the EDC's Facility lease and all the rules and regulations of the property owner (aka landlord) and any EDC rules and regulations in effect at the time of this Agreement or approved by the EDC at its discretion any time during the Term of this Agreement. The right to use the Facility is a license to use and does not create

any tenancy, easement, real property estate, or any right, title or interest in all or any portion of the Facility or any furniture, fixtures or equipment of the EDC or the landlord. The entire Facility shall at all times remain in the EDC's possession and control, subject only to the terms and conditions of the EDC's lease agreement with property owner.

The Participant shall be required to abide by EDC's policies and procedures, as promulgated from time to time, relating to the use of its Facility and resources. Failure to do so may result in termination of this Agreement as provided in Section 9 below.

- B. Assigned Space and Participant Property. The EDC may assign a defined design studio portion of the Facility for the Participant's use, which may be shared space or exclusive to the Participant, at the EDC's discretion depending on available space, and needs of all of the HTAP participants. The Participant shall secure any equipment, supplies or materials that it brings to the Facility, and the EDC shall not be responsible for maintaining the security of Participant's property. The EDC may need to enter or have access to the Participant's assigned space at any time. However, unless there is an emergency, the EDC will attempt to notify the Participant verbally or electronically in advance when the EDC needs to access to carry out HTAP functions and will endeavor to respect reasonable security procedures to protect the confidentiality of the Participant's Business.
- C. Priority of Use. The EDC will make every effort to accommodate the Participant's scheduling needs in the use of its facilities. However, in the event of a conflict arising between Participants and/or the EDC in the use of its facilities, priority of use will be given on a first come, first serve basis. Participants will not be entitled to any recourse or damages of any kind whatsoever against the EDC or any other Participant in the event a Participant is unable to use the Facility at the date and time desired.

### 3. Performance Metrics and Available Services and Assistance

The EDC and Participant have agreed that the Participant shall use the HTP facilities to develop the Business defined herein according to the proposed Schedule and Performance Metrics set forth in Exhibit "A" (the "Schedule and Performance Metrics"). The parties agree and understand that the Schedule and Performance Metrics may be revised over the Term and may be revised as necessary with the consent of the EDC Executive Director.

The EDC may provide to the Participant specific services or technical assistance that best fit the needs of the Participant, at no cost to the Participant to the extent funding and resources are available. Technical assistance may entail one-on-one work between the Participant and an industry professional, the EDC or UTEP or other partners. The EDC may also provide a Participant with an industry mentor, who will be an experienced professional who can provide professional assistance. Mentors offer a broad range of advice and support and will serve as a

resource for the Participant, whether in person, on the phone or by internet or other available media.

Initially, the EDC will make the following available to the Participant, directly or through the UTEP or other partners:

- A. Business & Marketing Services: The EDC and UTEP or other partners may provide staff to work with the Participant to create a business plan and marketing research, market strategy, develop proposals for federal and state start-up and other financial assistance or contracts, identify strategic partnerships, assist with launch strategies or other business and marketing services as the Participant may request and to the extent resources are available.
- B. Business Operation Services: The EDC will provide assistance with the Participant's business operations and set up, including office space with telephone, fax, internet access, conference areas, limited clerical and other related office support at the Facility, to the extent resources are available.
- C. Start-Up Assistance: The EDC has allocated limited funds to reimburse the Participant for certain initial start-up costs, including any State and City licensing paperwork and fees, corporate/entity formation, initial marketing materials, specialized legal services, and other start-up one-time expenses authorized by the Executive Director up to an amount not to exceed \$2,000. The Participant will be required to get EDC written approval of such expenditures in order to be eligible for such reimbursements.
- D. Legal Services: The EDC may at its cost, assist the Participant in preparing business contracts, employment agreements, trademark or intellectual property applications and agreements, assistance in ensuring regulatory compliance with applicable state and federal laws.
- E. New Media Marketing Services: The EDC may provide assistance in website development, website hosting and maintenance.
- F. Traditional Marketing Services: The EDC may provide assistance in online and print marketing services such as logo, brochure and related branding materials, advertising, direct mail and press release services.
- G. Accounting, Tax & Financial Management Services: The EDC may provide assistance with accounting and financial management services such as month-to-month and year-end accounting and filings, monthly bill pay, P&L statements, employee payroll, quarterly end reporting, year-end 1099 processing and tax filings.
- H. Training Services: The EDC may provide training assistance on business operations, sales and marketing, or other issues of interest to the Participants as the EDC may determine, based on available resources.

Participant may receive business and technical consulting services from local business professionals, economic development professionals, students and/or faculty from the university, and others (collectively, "Independent Advisors"). These Independent Advisors are not employees or agents of the EDC, and they will not be bound by this Agreement or the other Participant documents. Participant acknowledges and agrees that the shall not be held liable for the acts or omissions of these Independent Advisors.

**4. No Guarantee of Results.** Participant acknowledges and agrees that EDC cannot guarantee that Participant's business will succeed. The EDC makes no representation as to the commercial utility of its recommendations or that the use of such recommendations will not infringe on any intellectual property rights of others. Participant shall be solely responsible for making all decisions and taking actions related to its business, including compliance with all applicable laws and regulations, and Participant hereby waives and covenants not to sue the EDC or its employees, agents, contractors, or other representatives for any claim related to such matters.

**5. Independent Contractor Status.**

Neither party is, nor shall be deemed to be, an employee, agent, partner, or legal representative of the other party for any purpose. Neither party shall be entitled to enter into any contracts in the name of or on behalf of the other party, nor shall either party be entitled to pledge the credit of the other party in any way or hold itself out as having the authority to do so.

**6. Insurance.**

The EDC shall maintain property and casualty insurance for the Facility. Participant shall maintain insurance in such types and amounts customary for and necessary to protect and insure against the type of risks involved with the type of business operated by Participant, including but not limited to, as applicable, general property and casualty for all its personal property, workers compensation, directors and officers, business interruption and product liability insurance. Upon request, Participant shall provide the EDC with a certificate of insurance for all insurance coverage maintained by Participant.

**7. Compliance with Law and Limitation of Liability.**

The Participant agrees to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the EDC Facility and services and the content and materials provided thereto.

The EDC reserves the right to investigate complaints or reported violations of this Agreement and to take any action deemed appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information.

Neither party shall be liable to the other for indirect, incidental, consequential, or special damages, including but not limited to lost profits arising from or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages. Nothing in this Section is intended to limit or restrict the indemnification rights or obligations of either party.

#### **8. 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.

#### **9. Termination of Agreement**

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

- A. the execution by both parties of a written agreement terminating this Agreement;
- B. the expiration of the term of this Agreement;
- C. thirty-day notice of termination provided to the other party, with or without cause.

THE EDC DOES NOT 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.

#### **10. 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,



PARTICIPANT:

Tailored Alloys LLC  
4851 Jon Cunningham Blvd  
79934 Ft Paso TX

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.

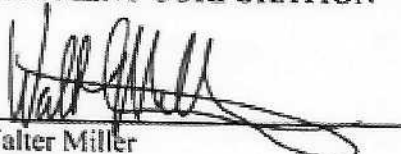
*[Signatures on following page]*

**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 6 day of January, 2020.


**EDC:**

**HORIZON CITY ECONOMIC  
DEVELOPMENT CORPORATION**

By:   
Walter Miller  
President

**PARTICIPANT:**

**TAILORED ALLOYS, LLC,**  
a Texas limited liability company

By:   
Name (Print): Hunter Taylor  
Title: Owner/CEO





**TO:** EDC Board of Directors  
**FROM:** Teresa Quezada  
**DATE:** April 23, 2021  
**SUBJECT:** On authorizing the Board President to sign an HTAP lease extension with Tailored Alloys, LLC and PM Technologies, LLC for an additional 6 months beyond the current term

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**Tailored Alloys, LLC and PM Technologies, LLC** are two of the three HTAP participants. Their contracts with the Horizon EDC began on January 20, 2020 and March 6, 2020 respectively and were each for 18 months. The agreements allowed the two start-up companies to utilize the Horizon EDC offices for their administrative uses and also afforded the startups services such as business and marketing services, website development and training services. The agreements also established performance metrics for the two participants to meet. The metrics included 6-, 12-, and 18-month goals. However, shortly after the agreements were executed, COVID-19 quarantines affected how both Horizon EDC and the participants were able to conduct their day-to-day activities.

To discuss the effects of the COVID-19 pandemic on their enterprises and in relation to their participation agreements at the HTAP, Horizon EDC approached Phillip Morton, PM Technologies CEO and Hunter Taylor, Tailored Alloys, CEO. Both of them indicated their needs had not significantly changed and they were prepared to continue participating at the HTAP for an additional 6 months beyond the original date of their agreements.

This authorization by the Board will allow the Board President to execute 6-month extensions with each of the companies.

Board approval is recommended.

## **RESOLUTION**

**WHEREAS**, the **Horizon City Economic Development Corporation** (the “EDC”) created the **Horizon Tech Accelerator Program** (“HTAP”) in 2019 to provide support to entrepreneurs, retain and attract engineering talent and produce globally competitive businesses;

**WHEREAS**, the EDC entered into an Economic Development Participation Agreement (the “Agreement”) with **Tailored Alloys LLC** (the “Participant”) to permit the Participant to take part in the programs offered through HTAP on March 6, 2020;

**WHEREAS**, the terms of the Agreement include performance metrics in the form of 6-, 12- and 18- month goals;

**WHEREAS**, the onset of the COVID-19 global pandemic and the following quarantine interfered with the Participant’s ability to meet the performance metrics;

**WHEREAS**, Participant has requested an extension to complete the performance metrics required by the Agreement; and

**WHEREAS**, the EDC believes the Participant could perform as required by the Agreement if the agreement was extended for 6 months .

### **NOW, THEREFORE EDC BOARD AGREES AS FOLLOWS:**

1. AUTHORIZATION. The President of the EDC Board of Directors is authorized to sign an Amendment to the Agreement to extend the term for 6 months beyond the original term.

2. EXTENSION. The Agreement requires Participant to complete the 18-month goals described in Exhibit “A” of the Agreement by July 6, 2021. Recognizing the conditions of the business community during the pandemic have created difficulty for the Participant to comply with the performance metrics and has agreed to provide an additional 6 months for the completion of the 18-month goals. The new date for completion of the 18- month goals is January 6, 2022.
3. NON-DEFAULT. Failure to meet the 6- or 12- month goals by the dates set forth in the Agreement shall not be deemed an event of default.
4. CONTINUATION. Except as expressly modified herein, all other terms and conditions of the Agreement shall remain in full force and effect.

**PASSED AND APPROVED THE \_\_\_\_ DAY OF APRIL, 2021.**

**Horizon City Economic Development Corporation**

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

**ATTEST:**

**BY:** \_\_\_\_\_  
**Veronica Rojas, Board Secretary**

**APPROVED**

**BY:** \_\_\_\_\_  
**Sylvia Borunda Firth, Attorney**

**First Amendment to Economic Development Participation Agreement Between  
the Horizon City Economic Development Agreement and Tailored Alloys, LLC  
dated January 7, 2020**

**WHEREAS**, the **Horizon City Economic Development Corporation** (the “EDC”) created the **Horizon Tech Accelerator Program** (“HTAP”) in 2019 to provide support to entrepreneurs, retain and attract engineering talent and produce globally competitive businesses;

**WHEREAS**, the EDC entered into an Economic Development Participation Agreement (the “Agreement”) with Tailored Alloys LLC (the “Participant”) to permit the Participant to take part in the programs offered through HTAP on January 7, 2020;

**WHEREAS**, the terms of the Agreement include performance metrics in the form of 6-, 12- and 18- month goals;

**WHEREAS**, the onset of the COVID-19 global pandemic and the ensuing quarantine interfered with the Participant’s ability to meet the performance metrics in a timely manner;

**WHEREAS**, Participant has requested an extension to complete the performance metrics required by the Agreement; and

**WHEREAS**, the EDC believes the Participant could perform as required by the Agreement if the Agreement is extended for 6 months.

**NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:**

1. **EXTENSION.** The Agreement requires Participant to complete the 18-month goals described in Exhibit “A” of the Agreement by July 6, 2021. Recognizing the conditions of the business community during the pandemic have created difficulty for the Participant to comply with the performance metrics and has agreed to provide an additional 6 months for the completion of the 18-month goals. The new date for completion of the 18- month goals is January 6, 2022.
2. **NON-DEFAULT.** Failure to meet the 6- or 12- month goals by the dates set forth in the Agreement shall not be deemed an event of default.
3. **CONTINUATION.** Except as expressly modified herein, all other terms and conditions of the Agreement shall remain in full force and effect.
4. **EFFECTIVE DATE.** The Effective Date of this Agreement is the date it was approved by the EDC Board of Directors.

**Horizon City Economic Development Corporation**

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

**Tailored Alloys LLC**



By: Hunter Taylor \_\_\_\_\_

\_\_\_\_\_, **President**

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO ) **ECONOMIC DEVELOPMENT ACCELERATOR  
PARTICIPANT AGREEMENT**

This Economic Development Accelerator Participation Agreement (this "Agreement") is made and entered into this 6 day of March, 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 **PM TECHNOLOGIES LLC**, a Texas limited liability company ("Participant").

**RECITALS**

**WHEREAS**, the Horizon City Economic Development Corporation initiated an aerospace and engineering-focused business accelerator project, the Horizon Tech Accelerator Program ("HTAP") in 2019 to provide support to entrepreneurs, retain and attract engineering talent and produce globally competitive businesses who are accepted as a Participant in the HTAP;

**WHEREAS**, the EDC and its HTAP, in cooperation with the University of Texas at El Paso ("UTEP") and the resources available at UTEP's Miro Center for Space Exploration and Technology Research, UTEP's Keck Center for 3D Innovation as well as UTEP's Mike Loya Center for Innovation and Commerce, UTEP research labs as well as UTEP's aerospace projects supported by El Paso County at the Fabens Airport, will provide support services to the Participant in the development of the Participant's business, as further described herein;

**WHEREAS**, Section 501.103 of the Development Corporation Act ("Act") states that the EDC may provide 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**, the EDC on February 6, 2019 approved a 2,400 square-foot space lease at 281 S. Darrington Road for the proposed business HTAP ("Facility") and the Participant may use the facility and receive assistance on the terms and conditions set forth in this Agreement;

**WHEREAS**, the Participant has established a business that will develop innovative 3D manufacturing solutions and products, including potential products and applications for US Department of Defense ("the Business"); and

**WHEREAS**, the EDC has determined that the HTAP and assistance to the Participant 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.

**WHEREAS**, the EDC has concluded that the Participant's Business activities constitute a "project", as that term is defined in the Act;

**WHEREAS**, Company has executed the certification concerning the employment of undocumented aliens attached hereto as **Exhibit B** (the "Employment Certification") specified by Chapter 2264 of the Texas Government Code; and

**WHEREAS**, the EDC and Participant hereby desire to enter into this Agreement regarding assistance available through the Horizon Tech Accelerator Program to the Participant, including support for business formation, office space, a variety of services, legal advice, certain hardware and software as well as training, as well as Participant obligations such as planning meetings, financial disclosure and recommended activities that assist with marketing the accelerator and its activity. and the EDC is willing to provide Participant with that certain economic assistance as hereinafter set forth on the terms and subject to the conditions as stated herein.

## **AGREEMENT**

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

**1. Term.**

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 eighteen (18) months from the Execution Date, unless sooner terminated as herein set forth (the "Term"). The parties may agree to extend this Agreement for a period no longer than an additional eighteen (18) months following the initial term of this Agreement, provided the Participant is not in default of this Agreement and the availability of funding and resources. Any extension of the term of this Agreement shall be approved by the EDC's President and Executive Director.

**2. License to Use Facility and Equipment**

A. For the Term of this Agreement, the Participant shall have the EDC's permission to enter and use the Facility and all of the furniture, fixtures and equipment located therein, subject to the EDC's Facility lease and all the rules and regulations of the property owner (aka landlord) and any EDC rules and regulations in effect at the time of this Agreement or approved by the EDC at its discretion any time during the Term of this Agreement. The right to use the Facility is a license to use and does not create any tenancy, easement, real property estate, or any right, title or interest in all or any portion of the Facility or any furniture, fixtures or equipment of the EDC or the landlord. The entire Facility shall at all times remain in the EDC's possession and control, subject only to the terms and conditions of the EDC's lease agreement with property owner.

The Participant shall be required to abide by EDC's policies and procedures, as promulgated from time to time, relating to the use of its Facility and resources. Failure to do so may result in termination of this Agreement as provided in Section 9 below.

- B. Assigned Space and Participant Property. The EDC may assign a defined design studio portion of the Facility for the Participant's use, which may be shared space or exclusive to the Participant, at the EDC's discretion depending on available space, and needs of all of the HTAP participants. The Participant shall secure any equipment, supplies or materials that it brings to the Facility, and the EDC shall not be responsible for maintaining the security of Participant's property. The EDC may need to enter or have access to the Participant's assigned space at any time. However, unless there is an emergency, the EDC will attempt to notify the Participant verbally or electronically in advance when the EDC needs to access to carry out HTAP functions and will endeavor to respect reasonable security procedures to protect the confidentiality of the Participant's Business.
- C. Priority of Use. The EDC will make every effort to accommodate the Participant's scheduling needs in the use of its facilities. However, in the event of a conflict arising between Participants and/or the EDC in the use of its facilities, priority of use will be given on a first come, first serve basis. Participants will not be entitled to any recourse or damages of any kind whatsoever against the EDC or any other Participant in the event a Participant is unable to use the Facility at the date and time desired.

### **3. Performance Metrics and Available Services and Assistance**

The EDC and Participant have agreed that the Participant shall use the HTP facilities to develop the Business defined herein according to the proposed Schedule and Performance Metrics set forth in **Exhibit "A"** (the "Schedule and Performance Metrics"). The parties agree and understand that the Schedule and Performance Metrics may be revised over the Term and may be revised as necessary with the consent of the EDC Executive Director.

The EDC may provide to the Participant specific services or technical assistance that best fit the needs of the Participant, at no cost to the Participant to the extent funding and resources are available. Technical assistance may entail one-on-one work between the Participant and an industry professional, the EDC or UTEP or other partners. The EDC may also provide a Participant with an industry mentor, who will be an experienced professional who can provide professional assistance. Mentors offer a broad range of advice and support and will serve as a resource for the Participant, whether in person, on the phone or by internet or other available media.

Initially, the EDC will make the following available to the Participant, directly or through the UTEP or other partners:

- A. Business & Marketing Services: The EDC and UTEP or other partners may provide staff to work with the Participant to create a business plan and marketing research, market strategy, develop proposals for federal and state start-up and other financial assistance or contracts, identify strategic partnerships, assist with launch strategies or other business and marketing services as the Participant may request and to the extent resources are available.
- B. Business Operation Services: The EDC will provide assistance with the Participant's business operations and set up, including office space with telephone, fax, internet access, conference areas, limited clerical and other related office support at the Facility, to the extent resources are available.
- C. Start-Up Assistance: The EDC has allocated limited funds to reimburse the Participant for certain initial start-up costs, including any State and City licensing paperwork and fees, corporate/entity formation, initial marketing materials, specialized legal services, and other start-up one-time expenses authorized by the Executive Director up to a maximum amount of Three Thousand Five Hundred Dollars (\$3,500.00). Participant will be required to get EDC written approval of such expenditures in order to be eligible for such reimbursements.
- D. Legal Services: The EDC may at its cost, assist the Participant in preparing business contracts, employment agreements, trademark or intellectual property applications and agreements, assistance in ensuring regulatory compliance with applicable state and federal laws.
- E. New Media Marketing Services: The EDC may provide assistance in website development, website hosting and maintenance.
- F. Traditional Marketing Services: The EDC may provide assistance in online and print marketing services such as logo, brochure and related branding materials, advertising, direct mail and press release services.
- G. Accounting, Tax & Financial Management Services: The EDC may provide assistance with accounting and financial management services such as month-to-month and year-end accounting and filings, monthly bill pay, P&L statements, employee payroll, quarterly end reporting, year-end 1099 processing and tax filings.
- H. Training Services: The EDC may provide training assistance on business operations, sales and marketing, or other issues of interest to the Participants as the EDC may determine, based on available resources.

Participant may receive business and technical consulting services from local business professionals, economic development professionals, students and/or faculty from the university, and others (collectively, "Independent Advisors"). These Independent Advisors are not employees or agents of the EDC, and they will not be bound by this Agreement or the other Participant

documents. Participant acknowledges and agrees that the shall not be held liable for the acts or omissions of these Independent Advisors.

**4. No Guarantee of Results.** Participant acknowledges and agrees that EDC cannot guarantee that Participant's business will succeed. The EDC makes no representation as to the commercial utility of its recommendations or that the use of such recommendations will not infringe on any intellectual property rights of others. Participant shall be solely responsible for making all decisions and taking actions related to its business, including compliance with all applicable laws and regulations, and Participant hereby waives and covenants not to sue the EDC or its employees, agents, contractors, or other representatives for any claim related to such matters.

**5. Independent Contractor Status.**

Neither party is, nor shall be deemed to be, an employee, agent, partner, or legal representative of the other party for any purpose. Neither party shall be entitled to enter into any contracts in the name of or on behalf of the other party, nor shall either party be entitled to pledge the credit of the other party in any way or hold itself out as having the authority to do so.

**6. Insurance.**

The EDC shall maintain property and casualty insurance for the Facility. Participant shall maintain insurance in such types and amounts customary for and necessary to protect and insure against the type of risks involved with the type of business operated by Participant, including but not limited to, as applicable, general property and casualty for all its personal property, workers compensation, directors and officers, business interruption and product liability insurance. Upon request, Participant shall provide the EDC with a certificate of insurance for all insurance coverage maintained by Participant.

**7. Compliance with Law and Limitation of Liability.**

The Participant agrees to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the EDC Facility and services and the content and materials provided thereto.

The EDC reserves the right to investigate complaints or reported violations of this Agreement and to take any action deemed appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information.

Neither party shall be liable to the other for indirect, incidental, consequential, or special damages, including but not limited to lost profits arising from or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages. Nothing in this Section is intended to limit or restrict the indemnification rights or obligations of either party.

## **8. 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.

## **9. Termination of Agreement**

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

- A. the execution by both parties of a written agreement terminating this Agreement;
- B. the expiration of the term of this Agreement;
- C. thirty-day notice of termination provided to the other party, with or without cause.

THE EDC DOES NOT 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.

## **10. 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 Participant 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 Participant; provided, however, that such termination shall not be effective if, within ten (10) days after its receipt of the EDC's termination notice. Participant shall notify the EDC that Participant has rescinded such attempted transfer or assignment.

**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

PARTICIPANT: PM TECHNOLOGIES, LLC  
Attn: Philip Morton  
305 Stewart Drive  
El Paso, Texas 79915

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.

*[Signatures on following page]*

**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 6 day of March, 2020.

**EDC:**

**HORIZON CITY ECONOMIC  
DEVELOPMENT CORPORATION**

By: \_\_\_\_\_

Walter Miller  
President

**PARTICIPANT:**

**PM TECHNOLOGIES, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_

Philip Morton  
Chief Executive Officer



## EXHIBIT A

### PERFORMANCE METRICS

The Participant shall meet the following metrics within the periods stated, as measured from the date of the execution of the Agreement:

6 month goal:

- Release first product
- Start offering services
- Complete a business plan

12 month goals:

- Establish partnership(s) to prototype/develop products for large volume manufacturers
- Submit an SBIR or STTR proposal
- Pursue K-12 outreach activities (eg. 3D printing club)
- Start documentation for AS9100 aerospace manufacturing certification
- Complete plan for scaling the business (ie. what machines/technology to invest in)

18 month goals:

- Submit second SBIR/STTR proposal
- Approach local entities for financing (ie. machines and space)
- Purchase machines for build manufacturing capacity
- Obtain AS9100 certification



**TO:** EDC Board of Directors  
**FROM:** Teresa Quezada  
**DATE:** April 23, 2021  
**SUBJECT:** On authorizing the Board President to sign an HTAP lease extension with Tailored Alloys, LLC and PM Technologies, LLC for an additional 6 months beyond the current term

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**Tailored Alloys, LLC and PM Technologies, LLC** are two of the three HTAP participants. Their contracts with the Horizon EDC began on January 20, 2020 and March 6, 2020 respectively and were each for 18 months. The agreements allowed the two start-up companies to utilize the Horizon EDC offices for their administrative uses and also afforded the startups services such as business and marketing services, website development and training services. The agreements also established performance metrics for the two participants to meet. The metrics included 6-, 12-, and 18-month goals. However, shortly after the agreements were executed, COVID-19 quarantines affected how both Horizon EDC and the participants were able to conduct their day-to-day activities.

To discuss the effects of the COVID-19 pandemic on their enterprises and in relation to their participation agreements at the HTAP, Horizon EDC approached Phillip Morton, PM Technologies CEO and Hunter Taylor, Tailored Alloys, CEO. Both of them indicated their needs had not significantly changed and they were prepared to continue participating at the HTAP for an additional 6 months beyond the original date of their agreements.

This authorization by the Board will allow the Board President to execute 6-month extensions with each of the companies.

Board approval is recommended.

## **RESOLUTION**

**WHEREAS**, the **Horizon City Economic Development Corporation** (the “EDC”) created the **Horizon Tech Accelerator Program** (“HTAP”) in 2019 to provide support to entrepreneurs, retain and attract engineering talent and produce globally competitive businesses;

**WHEREAS**, the EDC entered into an Economic Development Participation Agreement (the “Agreement”) with **PM Technologies LLC** (the “Participant”) to permit the Participant to take part in the programs offered through HTAP on March 6, 2020;

**WHEREAS**, the terms of the Agreement include performance metrics in the form of 6, 12 and 18 month goals;

**WHEREAS**, the onset of the COVID-19 global pandemic and the following quarantine interfered with the Participant’s ability to meet the performance metrics;

**WHEREAS**, Participant has requested an extension to complete the performance metrics required by the Agreement; and

**WHEREAS**, the EDC believes the Participant could perform as required by the Agreement if the agreement was extended for 6 months .

### **NOW, THEREFORE EDC BOARD AGREES AS FOLLOWS:**

1. **AUTHORIZATION.** The President of the EDC Board of Directors is authorized to sign an Amendment to the Agreement to extend the term for 6 months beyond the original term.

2. EXTENSION. The Agreement requires Participant to complete the 18-month goals described in Exhibit “A” of the Agreement by September 5, 2021. Recognizing the conditions of the business community during the pandemic have created difficulty for the Participant to comply with the performance metrics and has agreed to provide an additional 6 months for the completion of the 18-month goals. The new date for completion of the 18- month goals is March 5, 2022.
3. NON-DEFAULT. Failure to meet the 6- or 12- month goals by the dates set forth in the Agreement shall not be deemed an event of default.
4. CONTINUATION. Except as expressly modified herein, all other terms and conditions of the Agreement shall remain in full force and effect.

**PASSED AND APPROVED THE \_\_\_\_ DAY OF APRIL, 2021.**

**Horizon City Economic Development Corporation**

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

**ATTEST:**

**BY:** \_\_\_\_\_  
**Veronica Rojas, Board Secretary**

**APPROVED**

**BY:** \_\_\_\_\_  
**Sylvia Borunda Firth, Attorney**

**First Amendment to Economic Development Participation Agreement Between  
the Horizon City Economic Development Agreement and PM Technologies, LLC  
dated March 6, 2020**

**WHEREAS**, the **Horizon City Economic Development Corporation** (the “EDC”) created the **Horizon Tech Accelerator Program** (“HTAP”) in 2019 to provide support to entrepreneurs, retain and attract engineering talent and produce globally competitive businesses;

**WHEREAS**, the EDC entered into an Economic Development Participation Agreement (the “Agreement”) with **PM Technologies LLC** (the “Participant”) to permit the Participant to take part in the programs offered through HTAP on March 6, 2020;

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4. **EFFECTIVE DATE.** The Effective Date of this Agreement is the date it was approved by the EDC Board of Directors.

**Horizon City Economic Development Corporation**

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

**PM Technologies LLC**

By: Philip Merton 4/26/2021  
**Philip Merton, President**