



HORIZON CITY

Incorporated 1988

**AGENDA
PUBLIC MEETING
TIRZ NO. 1 REGULAR BOARD OF DIRECTORS MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, October 11, 2022, 6:00 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 **Tuesday, October 11, 2022 at 6:00 PM** at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following will be discussed and considered:

Recording password: Horizon123!

- 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**

Mayor/Board Secretary
8/9/2022 Regular TIRZ Board Meeting

- 4. **Request to Excuse Absent TIRZ Board Members:**

- 5. **Approval of Consent Agenda Items:**

REGULAR AGENDA

- 6. **Discussion and Action:** **5**

Mayor/CIP Manager
On adoption of TIRZ #1 Board Revised By-Laws.

- 7. **Discussion and Action:** **24**

Mayor/CIP Manager
On an update regarding the TIRZ.

- 8. **Discussion and Action:** **34**

Mayor/Planner
On draft TOD Architectural Guidelines.

- 9. **Executive Session**

The TIRZ No. 1 Board of Directors of the Town of Horizon City reserve the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices,) and 551.086 (Economic Development).

Adjournment:

Motion to Adjournment: _____ 2nd _____

Dated this Friday, 10/7/2022

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, 10/7/2022 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 NO. 1 REGULAR BOARD OF DIRECTORS MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, August 9, 2022, 6:00 PM**

Notice is hereby given that a TIRZ No. 1 Regular Board of Directors Meeting of the Town of Horizon City, Texas was held on **Tuesday, August 9, 2022 at 6:00 PM**, at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following was discussed and considered:

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

Meeting called to order at 6:00 pm. All Board Members present. 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:

Board Secretary
March 8, 2022 TIRZ No. 1 Regular Board of Director's Meeting.

4. Request to Excuse Absent TIRZ Board Members:

5. Approval of Consent Items:

A motion was made by Alderman Renteria and seconded by Alderman Padilla to approve the Consent Agenda. The Board Secretary polled the Board: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

REGULAR AGENDA

6. Discussion and Action:

Regarding a Resolution authorizing the TIRZ Board Chairman to sign the El Paso County Agreement Regarding Participation, Cost Allocation and Reimbursement for Reinvestment Zone Number One Town of Horizon City.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Alderman Padilla and seconded by Alderman Miller to approve the Resolution authorizing the TIRZ Board Chairman to sign the El Paso County Agreement Regarding Participation, Cost Allocation and Reimbursement for Reinvestment Zone Number One Town of Horizon City. The Board Secretary polled the Board: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

7. **Executive Session**

The TIRZ No. 1 Board of Directors of the Town of Horizon City reserve the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices,) and 551.086 (Economic Development).

ADJOURNMENT

A motion was made by Board Member Renteria and seconded by Board Member Miller to adjourn at 6:05 PM.

Approved this ____ day of _____, 20__.

Attest:

Elvia Schuller, Board Secretary

Ruben Mendoza, Chairman



**TAX INCREMENT REINVESTMENT ZONE #1
BOARD**

MEMORANDUM

Date: October 9, 2022
To: Honorable TIRZ Board of Directors
From: Teresa Quezada, CIP Manager
SUBJECT: Adoption of TIRZ #1 Board Revised By-Laws

*Teresa Quezada
10/9/2022*

To comply with the participation agreement between the TIRZ #1 Board and the County of El Paso, staff is presenting the attached revision to the TIRZ #1 Board By-Laws approved by the TIRZ board on February 9, 2021.

Per the participation agreement,

- The County will have three (3) seats on the TIRZ Board.
- The TIRZ Board will be required to amend sections of the TIRB Board Bylaws within 90 days of the agreement execution to
 - Provide for three County appointments to the TIRZ Board.
 - Provide for the TIRZ Board's removal authority for TIRZ Board members.

The participation agreement was approved by the Board on August 9, 2022, so the Board's consideration complies with the established 90-day timeframe.

Attachments: By-law revisions
Original By-laws approved on February 9, 2021
Participation agreement

**TOWN OF HORIZON CITY
REINVESTMENT ZONE NUMBER ONE
FIRST AMENDMENT TO BYLAWS**

WHEREAS, on January 25, 2021, the Board of Directors of the Town of Horizon City Reinvestment Zone Number One (TIRZ No.1) approved Bylaws to set forth the way the Board of Directors will conduct the affairs of TIRZ No. 1 in accordance with Town of Horizon City Ordinance No. 0264 and applicable State laws;

WHEREAS, the City Council of the Town of Horizon City approved the Bylaws on February 9, 2021;

WHEREAS, the Board of Directors of TIRZ No. 1 desires to amend the bylaws to comply with the terms of the El Paso County Agreement Regarding Participation, Cost Allocation, and Reimbursement for Reinvestment Zone Number One Town of Horizon City approved by the Town of Horizon City Board of Directors on August 9, 2022; and

WHEREAS, Article IV, Section 2 of the Bylaws requires that any amendment to the bylaws must be approved by a majority of the Board of Directors and approved by the Town of Horizon City Council.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF TIRZ NO. 1 AS FOLLOWS:

Amendment. Article II. Board of Directors, Section 1 is deleted in entirety and replaced with the following:

Section 1. Powers, Number, and Term of Office. The property and affairs of the Zone shall be managed and controlled by the City Council based on the recommendations of the Board of Directors of the Zone (“Board of Directors” or “Board”), subject to the restrictions imposed by law, the ordinance creating the Zone, and these Bylaws. It is the intention of the City Council that the Board of Directors shall function only in an advisory or study capacity with respect to the Zone and shall exercise only those powers, advisory in nature, which are either granted to the Board pursuant to the Act or delegated to the Board by the City Council. The Board will comply with the policies and procedures of the City, including, but not limited to, matters regarding ethics conflicts of interest, and the Open Meetings Act.

All members of the board shall meet the eligibility requirements set forth in the Act. Board membership shall consist of the following:

- a. The members of the City Council for the Town of Horizon City. The terms of the board members who are members of City Council will serve terms concurrent with their terms

on City Council. All other Board members will serve 2-year terms and may serve no more than three consecutive terms.

- b. The Mayor shall serve as Chairperson, and the Board shall elect from its members a vice chairman and other officers as it sees fit.
- c. El Paso County is entitled to three appointments to the TIRZ Board to include (1) the County Judge, (2) the County Commissioner who represents a majority of the total area of the TIRZ, and (3) an El Paso County elected official who represents a majority of the total area of the TIRZ (including elected officials that are elected county- or district-wide) and is selected at the sole discretion of the Court.
- d. The terms of County appointees shall be by virtue of, dependent on, and concurrent with their terms on the Commissioners Court. If a County appointee leaves his or her county elected position for any reason, the County appointee shall be deemed to have resigned his or her TIRZ position automatically. Additionally, the County appointments shall not be subject to term limits.
- e. Should a County appointee to the TIRZ Board be removed as outlined below in Section 3, the County may appoint an alternate member (1) of the Court to replace the County Judge or County Commissioner or (2) an El Paso County elected official who represents a majority of the total area of TIRZ to the TIRZ Board. If the TIRZ Board votes to replace either the County Judge or County Commissioner, the term of the alternate appointment shall be concurrent with the term of the original and removed member of the Court.
- f. Unless otherwise indicated herein, one member shall be appointed by the governing body of each of the taxing entities that enter into a Participation Agreement and contribute to the Zone.
- g. Only TIRZ Board, and not the City Council, shall have the authority to remove TIRZ Board Members, including the County appointees. Any TIRZ Board Member may only be removed for "cause and in the interest of the public," which shall be defined as:
 - 1. Any violation of Texas State Laws regarding ethics, conflict of interests, or crimes of moral turpitude;
 - 2. for County appointees any violation of the El Paso County Code of Ethics;
 - 3. any violation of the Horizon City Ordinance Regulating Ethical Conduct; or
 - 4. two cumulative absences within a single fiscal year, beginning on October 1st and ending on September 30th, if the TIRZ Board meets fewer than six times within the fiscal year, or three cumulative absences within a single fiscal year,

beginning on October 1st and ending on September 30th, if the TIRZ Board meets more than six times within a single fiscal year.

Ratification. Except as expressly modified herein in writing, all other terms and conditions of the Bylaws as previously approved by the TIRZ Board and City Council shall remain in full force and effect.

Effective Date. These Bylaws shall become effective only upon the occurrence of the following events: (1) The adoption of these Bylaws by the Board of Directors, and (2) The approval of these Bylaws by the City Council.

Approved by the Board of Directors of **the Town of Horizon City Reinvestment Zone Number One** on the _____ day of _____ 2022.

Approved by the **City Council of the Town of Horizon City** on the _____ day of _____, 2022.

**REINVESTMENT ZONE NUMBER ONE
TOWN OF HORIZON CITY**

By: _____
Ruben Mendoza, Chairperson

TOWN OF HORIZON CITY

By: _____
Ruben Mendoza, Mayor

ATTEST:

By : _____
**Elvia Schuller City Clerk and
TIRZ Board Secretary**

**TOWN OF HORIZON CITY
REINVESTMENT ZONE NUMBER ONE**

BYLAWS

ARTICLE I. POWERS AND PURPOSE

Section 1. Financing Development or Redevelopment in the Zone. In order to implement the purposes for which Reinvestment Zone No. One, Town of Horizon City, Texas ("Zone") was formed, as set forth in Ordinance No. 0264, dated December 8, 2020, creating the Zone, the Town of Horizon City, Texas (the "City") may issue obligations to finance all or part of the cost of implementing the "project plan" for the Zone as defined in the Tax Increment Financing Act of the Tax Code, Chapter 311, Vernon's Texas Codes Annotated (the "Act").

Section 2. Books and Records: Approval of Programs and Financial Statements. The Board of Directors shall keep correct and complete books and records of account and shall also keep minutes of its proceedings and the proceedings of committees having any of the authority of the Board of Directors. All books and records of the Zone may be inspected by any director or his agent or attorney for any proper purpose at any reasonable time; and at all times the City Council and the City Auditor will have access to the books and records of the Zone. The City Council must approve all programs and expenditures for the Zone and annually review any financial statements of the Zone.

ARTICLE II. BOARD OF DIRECTORS

Section 1. Powers, Number, and Term of Office. The property and affairs of the Zone shall be managed and controlled by the City Council based on the recommendations of the Board of Directors of the Zone ("Board of Directors" or "Board"), subject to the restrictions imposed by law, the ordinance creating the Zone, and these Bylaws. It is the intention of the City Council that the Board of Directors shall function only in an advisory or study capacity with respect to the Zone and shall exercise only those powers, advisory in nature, which are either granted to the Board pursuant to the Act or delegated to the Board by the City Council. The Board will comply with the policies and procedures of the City, including, but not limited to, matters regarding ethics conflicts of interest, and the Open Meetings Act.

All members of the board shall meet the eligibility requirements set forth in the Act. Board membership shall consist of the following: 1. The members of the City Council for the Town of Horizon City, 2. One member shall be appointed by the governing body of each of the taxing entities that enter into a Participation Agreement and contribute to the Zone. The terms of the board members who are members of City Council will serve terms concurrent with their terms on City Council. All other Board members will serve 2 year terms. A board member may serve no more than three consecutive terms.

The Mayor shall serve as Chairperson and the Board shall elect from its members a , vice chairman, and other officers as it sees fit.

Any director may be removed from office by the City Council for cause deemed by the City Council as sufficient for their removal in the interest of the public, but only after a public hearing before the City Council on charges publicly made, if demanded by such Board member within ten (10) days. In the event of a vacancy caused by the resignation, death, or removal for any reason, of a director, the governing body of the respective taxing unit which made such Board appointment shall be responsible for filling the vacancy.

Section 2. Meetings of Directors. The directors shall hold their meetings within a public building in the City as the Board of Directors may from time to time determine.

Section 3. Regular and Special Meetings. Regular and Special Meetings of the Board of Directors shall be held at such times and places as shall be designated, from time to time, by the Board of Directors. All meetings of the Board shall be of a public nature unless pertaining to matters authorized to be discussed in closed session in accordance with Chapter 551, Texas Government Code. Notice of all regular and special meetings of the Board and any committees thereof shall be posted in accordance with the provisions of Chapter 551, Texas Government Code. There shall be at least one Regular Meeting held each year.

Section 4. Emergency Meetings. Emergency Meetings of the Board of Directors shall be held whenever called by the chair, by the secretary, by a majority of the directors then in office or upon advice of or request by the City Council. The secretary shall give notice to each director of each Emergency Meeting. Notice of all Emergency Meetings shall state the purpose, which shall be the only business conducted and shall be subject to the requirements of State Law.

Section 5. Quorum. A majority of the directors holding current appointments shall constitute a quorum for the consideration of matters pertaining to the purposes of the Zone. The act of a majority of directors present at a meeting at which a quorum is in attendance shall constitute an official act of the Board of Directors, unless the act of a greater number is required by law.

Section 6. Conduct of Business. At the meetings of the Board of Directors, matters pertaining to the purposes of the Zone shall be considered in such order as from time to time the Board of Directors may determine.

At all meetings of the Board of Directors, the chair shall preside and in the absence of the chair, the vice chair shall exercise the power of the chair. The Town of Horizon City shall serve as the secretary of the Board of Directors at all meetings of the Board of Directors, but in the absence of the secretary, the Chairperson may appoint any person to act as secretary of the meeting. City staff shall provide notice of meetings and prepare meeting agendas.

If a substitute secretary is appointed, within five days following each Regular, Special and Emergency meeting, a copy of the minutes of the meeting shall be submitted to the City Clerk of the City.

Section 7. Compensation of Directors. Directors shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual reasonable expenses incurred in the performance of their duties hereunder; provided those expenses are approved in advance by the Board of Directors and are incurred and expended in accordance with City policies.

Section 8. Attendance. Board members shall make every effort to attend all Regular, Special and Emergency meetings of the Board and/or Committees. The City Council may remove a member of the Board appointed by participating entity who misses three consecutive meetings. The participating entity may then replace the member who was expelled for failure to attend meetings.

ARTICLE III. OFFICERS

Section 1. Titles and Term of Office. The officers shall consist of a chair, a vice chair, a secretary, and such other officers as the Board of Directors may from time to time elect or appoint. The Board of Directors shall, on an annual basis, appoint the vice chair whose term of office shall end on December 31 of each year. One person may hold more than one office, except that the chair shall not hold the office of secretary. Terms of office for officers, other than the chair and secretary, shall not exceed two terms. All officers, other than the chair and secretary, shall be subject to removal from office, with or without cause, at any time by a vote of a majority of the entire Board of Directors. A vacancy in the office of any officer, other than the chair and secretary, shall be filled by a vote of a majority of the directors.

Section 2. Powers and Duties of the Chair. The chair shall be the chief executive officer of the Board of Directors and, subject to the approval of the City Council, he/she shall be in general charge of the properties and affairs of the Zone and shall preside at all meetings of the Board of Directors.

Section 3. Vice Chair. The Vice chair shall be a member of the Board of Directors, shall have such powers and duties as may be assigned to him by the Board of Directors

and shall exercise the powers of the chair during that officer's absence or inability to act. Any action taken by the vice chair in the performance of the duties of the chair shall

be conclusive evidence of the absence or inability to act of the chair at the time such action was taken.

Section 4. Secretary. The secretary shall keep the minutes of all meetings of the Board of Directors in books provided for the purpose, he/she shall have charge of such books, records, documents and instruments as the Board of Directors may direct, all of which shall at all reasonable times be open to inspection, and he/she shall in general perform all duties incident to the office of secretary subject to the control of the City Council and the Board of Directors. The function of Secretary will be performed by the Town of Horizon City Clerk

Section 5. Compensation. Officers shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual reasonable expenses incurred in the performance of their duties hereunder; provided however all such expenses shall be approved by the Board before they are incurred and all expenditures shall be made in accordance to City policy.

Section 6. Staff. Staff functions for the Board of Directors may be performed by the City employees or consultants engaged by the City or the Board.

ARTICLE IV. PROVISIONS REGARDING BYLAWS

Section 1. Effective Date. These Bylaws shall become effective only upon the occurrence of the following events: (1) The adoption of these Bylaws by the Board of Directors, and (2) The approval of these Bylaws by the City Council.

Section 2. Amendments to Bylaws. A proposed amendment to Bylaws must be approved by a majority of the Board of Directors. The Board of Directors shall make a written application requesting that the City Council approve amendments to the Bylaws, specifying in such application, the amendments proposed to be made. The City Council may adopt amendments to the Bylaws by resolution, if it is advisable that the proposed amendment be made. After consultation with the Board of Directors, the Bylaws may also be amended at any time by the City Council by adopting an amendment to the Bylaws by resolution of the City Council and delivering the Bylaws to the secretary of the Board of Directors.

Section 3. Interpretation of Bylaws. These Bylaws and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein. If any word, phrase, clause, sentence, paragraph, section or other part of these Bylaws, or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these Bylaws

and the application of such word, phrase, clause, sentence, paragraph, section or other part of these Bylaws to any other person or circumstance shall not be affected thereby.

ARTICLE V. GENERAL PROVISIONS

Section 1. Notice and Waiver of Notice. Unless otherwise required by State Law, whenever any notice whatsoever is required to be given under the provision of these Bylaws, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his post office address, as it appears on the books of the Zone, and such notice shall be deemed to have been given on the day of such mailing. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purposes of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. A waiver of notice in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 2. Resignations. Any director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the City Council. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 3. Approval or Delegation of Power by the City Council. To the extent that these Bylaws refer to any approval by the City, such approval of delegation shall be evidenced by a certified copy of an ordinance, or resolution (if permissible), duly adopted by the City Council.

Section 4. Rules of Order. The Board of Directors shall adopt their rules of order and the Chairperson shall be the presiding officer.

Approved by the Board of Directors of the **Town of Horizon City Reinvestment Zone Number One** on the 25th day of January, 2021.

Approved by the **City Council of the Town of Horizon City** on the 9th day of February, 2021.



ATTEST:

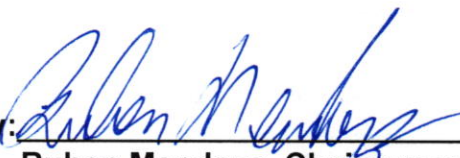

Secretary

RESOLUTION

That the Board Chairperson be authorized to sign the Interlocal Agreement known as the El Paso County Agreement Regarding Participation, Cost Allocation and Reimbursement for Reinvestment Zone Number One Town of Horizon City ("Participation Agreement") with Town of Horizon City ("Zone").

Passed and approved the 9th day of August, 2022.

**Reinvestment Zone Number One-
Town of Horizon City Board of
Directors**

By: 
Ruben Mendoza, Chairperson

ATTEST: 
By: _____
Elvia Schuller, Board Secretary



APPROVED AS TO FORM

By: 
Sylvia Borunda Firth
Board Attorney 

**El Paso County 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 **County of El Paso, Texas (“County”)** and **Reinvestment Zone Number One Town of Horizon County (“Zone”)** on the day the last party executes it to memorialize the manner in which the County will participate in projects within the Zone and contribute financially and in kind.

WHEREAS, the Town of Horizon City, Texas (“City”) pursuant to Ordinance Number 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 agreed to contribute one hundred percent (100%) of its share of the property tax increment generated by the Zone to the TIRZ;

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

WHEREAS, the County has agreed to contribute one hundred percent (100%) of its share of the tax increment generated by the Zone to the TIRZ;

WHEREAS, the County and its residents will both benefit from the development and improvements that will be paid for by the tax increment funds;

WHEREAS, the County shall not be obligated to contribute additional funds to the TIRZ Projects other than those specifically designated by the County Commissioners Court (“Court”);

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

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

**ARTICLE I
TERM OF AGREEMENT**

1.1 Term. This agreement shall commence on the day the last party executes it and continue through the close of business on December 31, 2051.

1.2 Annual Review. The Parties agree to annually revisit and review this Agreement by July 1st of each year to reaffirm the 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:

County Tax Increment. County Tax Increment means the amount of property taxes levied and collected by the County on the Captured Appraised Value of real property taxable by the County 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 County for that tax year less the Tax Increment Base.

Creation Cost. Costs the City incurred creating the TIRZ.

"Days" means "calendar days" unless otherwise expressly specified.

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 the 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 properties in the Zone.

Reimbursable Costs are costs incurred by the City in furtherance of the TIRZ projects. Reimbursable Costs do not include Creation Costs as defined above. Reimbursable Costs only relate to direct costs incurred by the parties in relation to the planning and assessment phase of any eligible project, program or initiative authorized by the TIRZ Board, including attorney's fees incurred directly related to said projects, programs or initiatives, 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 the 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 increments 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. 0264.

2.2 Terms other than those defined above shall: (1) have their meanings as given in Chapter 311 of the 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 the operation of the Zone.

3.7 The TIRZ Board has engaged 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.

3.9 The TIRZ Board shall amend the appropriate sections of the TIRZ Bylaws within 90 days of execution of this agreement to provide the County with three appointments to the TIRZ Board to include (a) the County Judge, (b) the County Commissioner who represents a majority of the total area of the TIRZ, and (c) an El Paso County elected official who represents a majority of the total area of the TIRZ (including elected officials that are elected county- or district-wide) and is selected at the sole discretion of the Court.

The terms of County appointees shall be by virtue of, dependent on, and concurrent with their terms on the Commissioners Court. If a County appointee leaves his or her county-elected position for any reason, the County appointee shall be deemed to have resigned his or her TIRZ position automatically. Additionally, the County appointments shall not be subject to term limits.

Should a County appointee to the TIRZ Board be removed as outlined below in Section 3.10, the County may appoint an alternate member (1) of the Court to replace the County Judge or County Commissioner or (2) an El Paso County elected official who represents a majority of the total area of TIRZ to the TIRZ Board. If the TIRZ Board votes to replace either the County Judge or County Commissioner, the term of the alternate appointment shall be concurrent with the term of the original and removed member of the Court.

3.10 The TIRZ Board shall amend the appropriate sections of the TIRZ Bylaws within 90 days of execution of this agreement to state that (1) the TIRZ Board alone, and not the City Council, shall have the authority to remove TIRZ Board Members, including the County appointees as outlined in Section 3.9, and (2) any TIRZ Board Member may only be removed for “cause and in the interest of the public,” which shall be defined as: (a) any violation of Texas State Laws regarding ethics, conflict of interests, or crimes of moral turpitude, (b) any violation of the El Paso County Code of Ethics, (c) any violation of the Horizon City Ordinance Regulating Ethical Conduct or (d) two cumulative absences within a single fiscal year, beginning on October 1st and ending in September 30th, if the TIRZ Board meets fewer than six times within the fiscal year, or three cumulative absences within a single fiscal year, beginning on October 1st and ending in September 30th, if the TIRZ Board meets more than six times within a single fiscal year.

3.11 If the TIRZ Board fails to amend the bylaws as described in Sections 3.9 and 3.10 of this agreement, the County shall have the right to terminate this agreement immediately.

During the term of this Agreement, if the TIRZ Board amends the Bylaws in a manner that reduces the number of County appointees on the Board or the way County appointees are designated or removed without the concurrence of the Court that action shall be an event of default and may result in termination of the Agreement as set forth in Article V below.

3.12 If the TIRZ, Town of Horizon City, El Paso County, Horizon Regional Municipal Utility District or other community partners or agencies provide external funding, to include, but not limited to, grants, loans, investments or any other non-TIRZ funding, toward any phase of any of the projects identified in the Project Plan, the TIRZ Board shall amend the Project Plan to reflect the restructuring of programmed project costs as a result of the external funding within 90 days of receiving formal notice that the funds have been awarded, granted, loaned or received by the TIRZ. Amendments to the Project Plan shall be conducted in accordance with the notice and review provisions provided in Section 3.13 of this agreement.

3.13 From time to time, the TIRZ Board may find it necessary to amend the Project Plan to account for relevant changes and updates within the Project Plan, including revisions to project scope of work or budgets, development of new projects, or to include other eligible programs and initiatives within the Project Plan. The TIRZ Board agrees to make reasonable efforts to limit the County's pledged incremental tax revenue for projects that serve a public need or facilitate private sector investment within the TIRZ.

Upon approval of any amendments to the Project Plan, the TIRZ Board shall provide written notice to the County including supporting information or a narrative outlining how the amendment is in accordance with the areas listed above within 60 Days of the approved amendment for the County's review. The TIRZ Board may not expend the County's pledged incremental tax revenue without approval and concurrence of the Court if the new project, program, or initiative is (1) an investment in healthcare facilities, (2) provides a direct cash subsidy to private businesses unless incorporated into a comprehensive agreement under Chapter 381 of the Texas Local Government Code, (3) creates partnerships with a public or private agency, organization, business or entity that is in default of any payments, fees, taxes or other financial obligations to the County or (4) creates partnerships with a public or private agency, organization, business or entity with active litigation against the County at the time of the proposed amendment.

Within 30 days of receipt of written notice from the Board that the Project Plan has been amended, the County must advise the Board in writing of its objection to the use of the County's pledged incremental income for the reasons stated above. Failure of the County to provide such notice within 30 days of receipt of notice from the TIRZ will constitute a waiver.

3.14 The TIRZ Board agrees to work with the County regarding identifying opportunities to locate, construct, and partner with a variety of County offices to establish a County facility presence in any of the facilities proposed as initial projects in the Project Plan. Design and construction estimates for these facilities should account for the possible co-location of the County within the proposed municipal facilities.

ARTICLE IV OBLIGATIONS OF THE COUNTY

4.1 The County agrees to contribute 100% of the Tax Increment to the Tax Increment Zone Fund upon receipt through Fiscal Year 2051 (Tax Year 2050) and to allow those funds to be used for TIRZ Projects identified in the Project Plan, except for TIRZ Projects outlined

in Section 3.13. The County's maximum incremental tax contribution to the TIRZ shall be \$31,820,640.54 (see *Exhibit A—Low Scenario: 20-Year Bell Curve Development Schedule*). If property valuations throughout the TIRZ rise faster than originally forecasted by the City and TIRZ Board, and the County's incremental tax contribution is paid in advance of Fiscal Year 2051 (Tax Year 2050), the County may in its sole discretion decide to terminate this Agreement by providing the TIRZ with 30 days' advance written notice.

4.2 If the County advances Project Management and Coordination Costs, the County will submit a statement of the Project Management and Coordination Costs it has incurred, during its fiscal year, in connection with the management and operation of the Zone within 90 days of the close of its fiscal year to receive reimbursement within 60 days of submitting the statement. The County shall be reimbursed the full amount of the expenses incurred as an administrative fee. The County will not be entitled to reimbursement for expenses that are not timely submitted under this paragraph.

4.3 The County shall not be required to provide funding or guarantee in any way TIRZ debt service payments by utilizing the County's funds (1) in excess of revenue pledged to the TIRZ or (2) to provide funding to the TIRZ if property values within the TIRZ do not increase at the levels forecasted by the City Council or TIRZ Board.

4.4 Prior to incurring any expenses that the County would like reimbursed, the County 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 County for reimbursement.

ARTICLE V DEFAULT, REMEDIES, AND TERMINATION

5.1 Defaults, Generally. A default shall occur ("Default") if either Party fails or refuses to perform any of its obligations under this Agreement and such Default continues for thirty consecutive (30) calendar 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 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 (30) 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 County, the County shall be obligated to continue to provide the increment (if any) until such time as the debt is paid off or the financial obligation is otherwise secured.

Upon termination of the Agreement, the terms of the individuals appointed to the TIRZ Board as specified above will expire and the County will no longer be entitled to participate in the TIRZ Board. However, if any previously approved projects with any funding provided by the County remain pending, the TIRZ Board shall provide quarterly updates to the County with regards to these projects.

5.6 Cancellation of Agreement. Except as otherwise permitted herein, this Agreement may be canceled, 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 addresses) provided by the parties to each other:

TIRZ Board:	Chairperson of the Board 14999 Darrington Road Horizon City, Texas 79928 ATTN: TIRZ Board Secretary
With copy to:	Planning Director Town of Horizon City 14999 Darrington Road Horizon City, Texas 79928
County:	El Paso County Judge 500 East San Antonio Street Suite 301 El Paso, Texas 79901

With copy to:

Director of Capital Planning & Performance Management
County Administration Department
500 East San Antonio Street Suite 302
El Paso, Texas 79901

6.2 No Joint Venture; No Third-Party Beneficiaries. The Parties agree 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.

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

6.4 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 the funding of the TIRZ projects between the Parties but shall instead govern when other agreements related to the funding of the TIRZ projects are silent or vague.

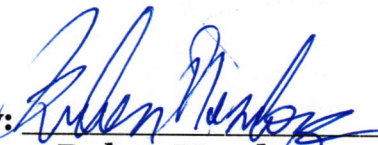
6.5 Savings Clause. If any portion of this Agreement is deemed to be invalid or unenforceable, the remaining terms and conditions remain in full force and the Agreement shall be unaffected.

EXECUTED on this the 9th day of August, 2022 ("Effective Date").

El Paso County, Texas

Reinvestment Zone Number
One Town of Horizon City

By: _____
Ricardo Samaniego
County Judge

By:  _____
Ruben Mendoza
Chairperson

Date: _____

Date: 8/9/22

Town of Horizon, Texas
Tax Increment Reinvestment Zone

Low Scenario: 20 Year Bell Curve Development Schedule & Projected Build-Out Assessed Valuation at \$425,537,787

TIRZ Projected Valuation

Tax Year	Fiscal Year	Projected Development Value (1)	Incremental Value (2)	Total Projected Gross Assessed Value	Minus (3) Allowance for Incremental Personal Property	Allowance for Real Property Exemptions	Total NET Incremental Assessed Value
0	2020	\$ -	\$ -	\$ 10,350,810.00 (3)	\$ -	\$ -	\$ -
1	2021	-	(172,387.00)	10,178,423.00	-	-	(172,387.00)
2	2022	1,883,956.00	1,883,956.00	12,234,766.00	-	-	1,883,956.00
3	2023	244,695.32	2,166,330.44	12,517,140.44	-	-	2,166,330.44
4	2024	250,342.81	2,459,999.86	12,810,809.86	-	-	2,459,999.86
5	2025	256,216.20	2,765,416.05	13,116,226.05	-	-	2,765,416.05
6	2026	354,395.78	3,175,120.15	13,525,930.15	317,512.01	158,756.01	2,698,852.13
7	2027	1,771,978.88	5,010,601.44	15,361,411.44	501,060.14	250,530.07	4,259,011.22
8	2028	6,024,728.20	11,135,541.67	21,486,351.67	1,113,554.17	556,777.08	9,465,210.42
9	2029	15,593,414.17	26,951,666.67	37,302,476.67	2,695,166.67	1,347,583.33	22,908,916.67
10	2030	32,604,411.45	60,095,111.46	70,445,921.46	6,009,511.15	3,004,755.57	51,080,844.74
11	2031	53,159,366.49	114,456,380.18	124,807,190.18	11,445,638.02	5,722,819.01	97,287,923.15
12	2032	67,689,593.34	184,435,101.12	194,785,911.12	18,443,510.11	9,221,755.06	156,769,835.95
13	2033	67,689,593.34	255,813,396.48	266,164,206.48	25,581,339.65	12,790,669.82	217,441,387.01
14	2034	53,159,366.49	314,089,030.90	324,439,840.90	31,408,903.09	15,704,451.55	266,975,676.27
15	2035	32,604,411.45	352,975,222.97	363,326,032.97	35,297,522.30	17,648,761.15	300,028,939.52
16	2036	15,593,414.17	375,628,141.60	385,978,951.60	37,562,814.16	18,781,407.08	319,283,920.36
17	2037	6,024,728.20	389,165,432.63	399,516,242.63	38,916,543.26	19,458,271.63	330,790,617.74
18	2038	1,771,978.88	398,720,720.17	409,071,530.17	39,872,072.02	19,936,036.01	338,912,612.15
19	2039	177,197.89	406,872,332.46	417,223,142.46	40,687,233.25	20,343,616.62	345,841,482.59
20	2040	177,197.89	415,186,977.00	425,537,787.00 (4)	41,518,697.70	20,759,348.85	352,908,930.45
21	2041	-	423,490,716.54	433,841,526.54	42,349,071.65	21,174,535.83	359,967,109.06
22	2042	-	431,960,530.87	442,311,340.87	43,196,053.09	21,598,026.54	367,166,451.24
23	2043	-	440,599,741.49	450,950,551.49	44,059,974.15	22,029,987.07	374,509,780.26
24	2044	-	449,411,736.32	459,762,546.32	44,941,173.63	22,470,586.82	381,999,975.87
25	2045	-	458,399,971.04	468,750,781.04	45,839,997.10	22,919,998.55	389,639,975.39
26	2046	-	467,567,970.47	477,918,780.47	46,756,797.05	23,378,398.52	397,432,774.90
27	2047	-	476,919,329.87	487,270,139.87	47,691,932.99	23,845,966.49	405,381,430.39
28	2048	-	486,457,716.47	496,808,526.47	48,645,771.65	24,322,885.82	413,489,059.00
29	2049	-	496,186,870.80	506,537,680.80	49,618,687.08	24,809,343.54	421,758,840.18
30	2050	-	506,110,608.22	516,461,418.22	50,611,060.82	25,305,530.41	430,194,016.98
		\$ 357,030,986.96					

Incremental Tax Revenue (Participation by Entity)

Fiscal Year	Town of Horizon	Tax Rate				El Paso County	TIRZ Administration Expense	Net TIRZ Fund Revenue
		Participation 100%	Regional MUD	Participation 100%	Regional			
2021	\$ 0.6026	\$ -	\$ 0.5744	\$ -	\$ 0.4890	\$ -	\$ -	
2022	0.5656	-	0.5510	-	0.4702	-	-	
2023	0.5656	10,655.66	0.5510	10,380.60	0.4702	8,858.36	29,894.61	
2024	0.5656	12,252.76	0.5510	11,936.48	0.4702	10,186.09	34,375.33	
2025	0.5656	13,913.76	0.5510	13,554.60	0.4702	11,566.92	39,035.28	
2026	0.5656	15,641.19	0.5510	15,237.44	0.4702	13,002.99	43,881.62	
2027	0.5656	15,264.71	0.5510	14,870.68	0.4702	12,690.00	47,825.39	
2028	0.5656	24,088.97	0.5510	23,467.15	0.4702	20,025.87	67,581.99	
2029	0.5656	53,535.23	0.5510	52,153.31	0.4702	44,505.42	150,193.96	
2030	0.5656	129,572.83	0.5510	126,228.13	0.4702	107,717.73	363,518.69	
2031	0.5656	288,913.26	0.5510	281,455.45	0.4702	240,182.13	810,550.84	
2032	0.5656	550,260.49	0.5510	536,056.46	0.4702	457,447.81	1,543,764.76	
2033	0.5656	886,690.19	0.5510	863,801.80	0.4702	737,131.77	2,487,623.76	
2034	0.5656	1,229,848.48	0.5510	1,198,102.04	0.4702	1,022,409.40	3,450,359.93	
2035	0.5656	1,510,014.42	0.5510	1,471,035.98	0.4702	1,255,319.63	4,236,370.03	
2036	0.5656	1,696,963.68	0.5510	1,653,159.46	0.4702	1,410,736.07	4,760,859.21	
2037	0.5656	1,805,869.85	0.5510	1,759,254.40	0.4702	1,501,272.99	5,066,397.25	
2038	0.5656	1,870,951.73	0.5510	1,822,656.30	0.4702	1,555,377.48	5,248,985.52	
2039	0.5656	1,916,889.73	0.5510	1,867,408.49	0.4702	1,593,567.10	5,377,865.33	
2040	0.5656	1,956,079.43	0.5510	1,905,586.57	0.4702	1,626,146.65	5,487,812.65	
2041	0.5656	1,996,052.91	0.5510	1,944,528.21	0.4702	1,659,377.79	5,599,958.91	
2042	0.5656	2,035,973.97	0.5510	1,983,418.77	0.4702	1,692,565.35	5,711,958.09	
2043	0.5656	2,076,693.45	0.5510	2,023,087.15	0.4702	1,726,416.65	5,826,197.25	
2044	0.5656	2,118,227.32	0.5510	2,063,548.89	0.4702	1,760,944.99	5,942,721.19	
2045	0.5656	2,160,591.86	0.5510	2,104,819.87	0.4702	1,796,163.89	6,061,575.62	
2046	0.5656	2,203,803.70	0.5510	2,146,916.26	0.4702	1,832,087.16	6,182,807.13	
2047	0.5656	2,247,879.77	0.5510	2,189,854.59	0.4702	1,868,728.91	6,306,463.27	
2048	0.5656	2,292,837.37	0.5510	2,233,651.68	0.4702	1,906,103.49	6,432,592.54	
2049	0.5656	2,338,694.12	0.5510	2,278,324.72	0.4702	1,944,225.56	6,561,244.39	
2050	0.5656	2,385,468.00	0.5510	2,323,891.21	0.4702	1,983,110.07	6,692,469.28	
2051	0.5656	2,433,177.36	0.5510	2,370,369.03	0.4702	2,022,772.27	6,826,318.66	
		\$ 38,276,806.22		\$ 37,288,755.71		\$ 31,820,640.54	\$ 107,386,202.47	
							\$ 244,227.06	
							\$ 106,791,767.67	

Net Present Value (Discounted at 6%):

\$10,790,490.50

\$10,511,952.38

\$8,970,453.74

\$30,272,896.63

\$244,227.06

\$30,028,669.56

- (1) Assumes it takes 20 years for build out with a bell curve development schedule with projected development value starting from Years 6-20.
- (2) Assumes Annual Valuation Growth at 2% per Year. These projections have not included an allowance for incremental personal property value (not subject to TIRZ capture) or for other Real Property Exemptions.
- (3) TIRZ Base Value provided by City Staff.
- (4) Taxable Assessed Valuation (TAV) provided by TOD/Town Center Fiscal Impact Report prepared by Pegasus Planning and Development (November 2019). Assumes TAV for the Low Scenario. As per the Pegasus' Fiscal Impact Study, Low Scenario assumes a 20% "greater than usual" underbuild (as compared to the base scenario).
- (5) Assumes 10% for an allowance for incremental personal property and 5% allowance for incremental related real property exemptions.

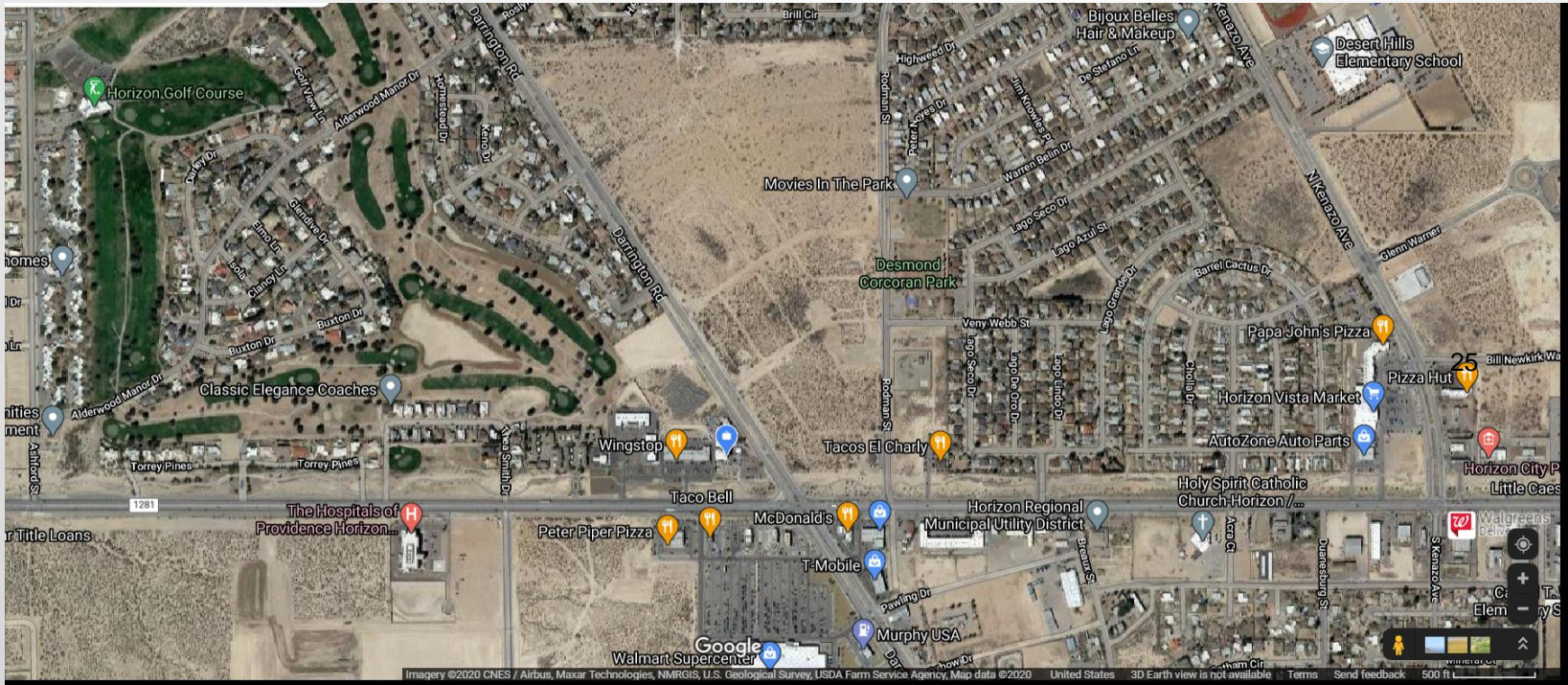


Horizon TIRZ #1 Update²⁴

TIRZ Board Meeting

October 11, 2022

Vacant land



Background

- Fractured Ownership in 87 acres at the northeast corner of N. Darrington Rd. and Horizon Blvd.
- No infrastructure
 - Utilities
 - Streets
 - Drainage
- Multiple owners, but investors purchasing and assembling properties
- Prior efforts from County and Horizon City unsuccessful

Program of Work Estimates

Project	Estimated Project Costs
Dilley and Delake Drainage Infrastructure	\$2,700,000
Dilley and Delake Street Infrastructure	\$4,200,000
Dilley and Delake Water and Wastewater Infrastructure	\$1,800,000
Shared Use Path along Darrington Rd.	\$650,000
Transit Center and Parking Lot	\$3,200,000
Municipal Court	\$4,700,000
City Hall	\$8,700,000
TOTALS	\$25,950,000

Horizon City's Adopted TIRZ

Adopted:
December 8,
2020



TOD Projects

Dilley and Delake Drives and **Transit Plaza** Community Project Funding grant for design funds is awaiting approval at the federal level.

Current Activities

- Entered into Interlocal Agreement (ILA) with CRRMA for acquisition of parcels required for N. Darrington Reconstruction ponding areas
- Completed 60% design for Oxbow, Pawling and Breaux street and drainage improvements.

Current Activities

- Finalizing grant application for planning grant to assess housing inventory and recommend planning and zoning activities.
- Developing Transportation Alternatives Set Aside (TASA) to design and construct a multi-³¹use path on Rodman Street from Horizon Blvd. to Veny Webb St.

Current Activities

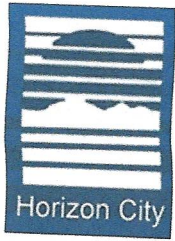
- Developing TOD Architectural Guidelines to establish the character of the TOD.



Horizon TIRZ #1 Update³³

TIRZ Board Meeting

October 11, 2022



**TAX INCREMENT REINVESTMENT ZONE #1
BOARD**

MEMORANDUM

Date: October 9, 2022
To: Honorable TIRZ Board of Directors
From: Teresa Quezada, CIP Manager
SUBJECT: On draft TOD Architectural Guidelines

Teresa Quezada
10/9/2022

The TIRZ Board approved a contract with Able City on March 8, 2022, to develop Architectural Guidelines to establish the character of the structures Horizon City is emphasizing in the Transit Oriented Development. The intent is to provide guidance to developers in the TOD to achieve the densities and architectural elements that foster an area that is welcoming to multiple users: pedestrians, transit-users, cyclists, and motorists.

Able City and City staff have met with stakeholders including developers, property owners and potential developers to inform the guidelines.

Over the next two months, Horizon City will be seeking feedback from stakeholders to finalize the guidelines. The draft guidelines will be posted on the City's website and Able City and Horizon City staff will present the draft guidelines to the Planning and Zoning Board, collect comments from the public and will refine the guidelines to present to the Planning and Zoning Board for their recommendation, present to the TIRZ Board for their concurrence and present to the City Council for their adoption.

The current schedule is to bring finalized guidelines to the City Council for their consideration and adoption at the December 13, 2022, Council meeting.