



HORIZON CITY

Incorporated 1988

**AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, June 20, 2023, 6:00 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas will be held on **Tuesday, June 20, 2023 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:

Meeting Recording:

<https://horizoncity.webex.com/recordingservice/sites/horizoncity/recording/playback/c0fcb78cf1f4103baf9e16c693d1deac>

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

- 3. Approval of Minutes from:** **4**
 Mayor/City Clerk
 May 23, 2023 Special City Council Meeting.
- 4. Discussion and Action:** **8**
 Mayor/CIP Manager
 On an update on the Capital Improvement Program.
- 5. Discussion and Action:** **30**
 Mayor/Finance Director
 On the approval of the City's Investment Policy.
- 6. Discussion and Action:** **37**
 Mayor/EDC Executive Director
 On the appointment of James Montoya to the Horizon City Economic Development Corporation Board of Directors.
- 7. Discussion and Action:** **38**
 Mayor/Planner
 On the Recording Plat application and ratifying the Mayor's signature on the recording plat for Horizon Country Club Estates Unit Two Replat "B", legally described as Horizon Country Club Estates Unit Two Replat "A", Town of Horizon City, El Paso County, Texas.
- 8. Discussion and Action:** **40**
 Mayor/Planning Director
 On the acceptance of the third and final phase of public improvements installed with the Horizon Country Club Estates Unit Two Replat A subdivision.
- 9. Discussion and Action:** **41**

Mayor/Planning Director

On the first amendment to the Subdivision Construction Agreement between SDC Development, LLC and the Town of Horizon City for the Rancho Desierto Bello Unit 12A development to extend the term of the contract to complete the permanent drainage improvements to July 18, 2025.

10. Request to Excuse Absent Council Members:

11. Approval of Consent Agenda Items:

REGULAR AGENDA

12. Discussion and Action: **46**

Mayor/Asst. City Atty

On a Resolution Canvassing the votes of the June 10, 2023, Mayoral Run-off Election.

13. PRESENTATION:

Mayor/City Clerk

Swearing-in Ceremony of newly elected Mayor.

14. Discussion and Action:

Mayor/Asst. City Atty

On the City Council nomination and appointment of a Mayor Pro Tem to serve until the next General Election.

15. Discussion and Action: **61**

Mayor/Hilltop Securities

On a Resolution directing publication of a notice of intention to issue Combination Tax and Revenue Certificates of Obligation; and resolving other matters relating to the subject.

16. Discussion and Action: **68**

Mayor/CIP Manager

On a resolution authorizing the Mayor to sign the Construction Management Services agreement with Huitt Zollars for construction management services on the Oxbow, Pawling and Breaux street and drainage improvement project.

17. Discussion and Action: **89**

Mayor/CIP Manager

On resolution authorizing the Mayor to sign a design agreement with Huitt Zollars for design of the 2023 Street Resurfacing project.

18. Discussion and Action: **90**

Mayor/Planning Director

On a Resolution authorizing the Mayor to sign an Interlocal Public Service Transit and Contribution Agreement for Fiscal Year 2023 with the El Paso Area Transportation Services, LGC.

19. Discussion and Action: **112**

Mayor/Planning Director

On a Resolution authorizing the Mayor to sign a FY 2023 Community Project Funding Grant Agreement (No. B-23-CP-TX-1401) between the Town of Horizon City, Texas and the Department of Housing and Urban Development for the design of the Horizon Transit Oriented Development Phase 1 project.

20. Discussion and Action: **136**

Mayor/Asst. City Atty

On a Resolution to Consider the Proposed Petition to Modify Schedule No. 33 Economic Development Rate Rider requested by El Paso Electric Company.

21. Discussion and Action:

Mayor/Alderman Randleel

On expanding the live streaming to all open public meetings to include but not limited to all Council, P & Z, BOA and EDC meetings.

22. Executive Session

The City Council of the Town of Horizon City reserves 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).

A. .

Receive legal advice and discuss potential acquisitions of real estate pursuant to Texas Government Code sections 551.071 and 551.072 related to acquisitions, including by use of eminent domain if necessary, of real property interests for the right of way and drainage facility for the North Darrington Reconstruction Project.

Adjournment:

Motion to Adjournment: _____ 2nd _____

Dated this Friday, 6/16/23

By: _____

Elvia Schuller, City Clerk

I, the undersigned authority, hereby certify that the above notice of the Regular City Council 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, 6/16/23 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
SPECIAL CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, May 23, 2023, 5:30 PM**

Notice is hereby given that a Special City Council Meeting of the Town of Horizon City, Texas was held on **Tuesday, May 23, 2023 at 5:30 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 5:30 pm. Alderman, Quiroz was absent. Alderman Renteria arrived after item #8 was taken. 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 City Council requests one or more items be removed from the CONSENT AGENDA to the REGULAR AGENDA for separate discussion and action prior to the City Council's vote to adopt the CONSENT AGENDA.

3. Approval of Minutes from:

Mayor/City Clerk

5/16/23 Special City Council Meeting and Revised Minutes from 5/9/23 Regular City Council Meeting.

4. Discussion and Action:

Mayor/Planning Director

On the appointment of Isaac Rodriguez by Alderman Quiroz to the Planning and Zoning Commission.

5. Discussion and Action:

Mayor/Planning Director

On the appointment of Samantha Corral by Alderman Renteria to the Planning and Zoning Commission.

6. Request to Excuse Absent Council Members:

7. Approval of Consent Agenda Items:

A motion was made by Alderwoman Corral and seconded by Alderman Duran to excuse Alderman Quiroz's absence and approve the remainder of the consent agenda. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RENTERIA – Not Present; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

REGULAR AGENDA

8. Discussion and Action:

Mayor/CIP Manager

Regarding resolution authorizing the Mayor or his designee to negotiate and sign the Second Amendment to the Interlocal Agreement between the Town of Horizon City and the Camino Real Regional Mobility Authority for the Darrington Road Improvement Project dated August 9, 2022.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Alderman Miller and seconded by Alderwoman Corral to approve the resolution authorizing the Mayor or his designee to negotiate and sign the Second Amendment to the Interlocal Agreement between the Town of Horizon City and the Camino Real Regional Mobility Authority for the Darrington Road Improvement Project dated August 9, 2022. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RENTERIA – Not Present; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

9. Discussion and Action:

Mayor/Chief Vargas

Approve and authorize the Mayor to sign the 2023 Texas Department of Transportation Grant Agreement for Click it or Ticket in the amount of \$5000.

Lt. Kaycee Valdez spoke regarding this item.

A motion was made by Alderwoman Corral and seconded by Alderman Duran to approve and authorize the Mayor to sign the 2023 Texas Department of Transportation Grant Agreement for Click it or Ticket in the amount of \$5000. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

10. Discussion and Action:

Mayor/Chief Vargas

Approve and authorize the Mayor to sign Amendment No. 2 to Lease Agreement with KidsMar, LLC for the Courts/Police Department building located at 15001 Darrington Road. The contract is a 3 year extension of the current lease with an additional option to extend for 2 years in 6 month increments.

Police Chief, Marco Vargas spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderwoman Corral to approve and authorize the Mayor to sign Amendment No. 2 to Lease Agreement with KidsMar, LLC for the Courts/Police Department building located at 15001 Darrington Road. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

11. Discussion and Action:

Mayor/Chief Vargas

On a Resolution authorizing the Mayor to sign a Memorandum of Understanding by and between the Horizon City Police Department and the Clint Independent School District for partnership in the Clint ISD School Violence Prevention Program.

Police Officers, Heli Sierra and Victoria Hernandez spoke regarding this item.

A motion was made by Alderman Miller and seconded by Alderwoman Corral to approve the resolution authorizing the Mayor to sign a Memorandum of Understanding by and between the Horizon City Police Department and the Clint Independent School District for partnership in the Clint ISD School Violence Prevention Program. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

12. PRESENTATION:

Mayor

On a presentation of service awards to Alderman Charlie Ortega, Alderman Andy Renteria, Alderman Johnny Duran, Alderwoman Samantha Corral and Mayor Ruben Mendoza for their service as members of City Council for the Town of Horizon City.

Mayor Ruben Mendoza, City Staff and Members of the Horizon City Police Dept spoke regarding this item.

The Mayor and City Council adjourned the Open Session for Executive Session at 5:59 PM.

13. Executive Session

The City Council of the Town of Horizon City reserves 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).

- 13A. Consultation with attorney regarding Economic Development Incentives for the redevelopment of a property located in Horizon City, Texas. (Project Phoenix) (551.087) (551.071)
- 13B. Consultation with attorney regarding Economic Development Incentives for the redevelopment and site preparation work of a property located in Horizon City, Texas. (Project Phoenix) (551.087) (551.071)
- 13C. Consultation with attorney regarding the purchase and selling of an office building in Horizon City, Texas for use by the Town of Horizon City Economic Development Corporation. (551.072) (551.071)
- 13D. Right of way and drainage facility acquisition for the N. Darrington Reconstruction Project and possible use of eminent domain proceedings - Government Code Section 551.071 Consultation with Attorney and 551.072 deliberations about real property.

The Mayor and Council Reconvened into Open Session at 6:37 PM. Upon reconvening, the following action was taken:

- 13D. Right of way and drainage facility acquisition for the N. Darrington Reconstruction Project and possible use of eminent domain proceedings - Government Code Section 551.071 Consultation with Attorney and 551.072 deliberations about real property.

A motion was made by Alderwoman Corral and seconded by Alderman Miller to approve the resolution of the Town Council of the Town of Horizon City, Texas, determining a public need and necessity for the acquisition of certain property and authorizing the city's attorney to file proceedings in eminent domain to acquire said property interests: owners: MaryJane Hall and Jessica Martinez, property interest(s) to be acquired: a total of 0.1852 acre (8,066.3 sq. ft.) of land situated within the corporate limits of the Town of Horizon City, El Paso County, Texas as all of Lot 1, Block 8, Horizon Country Club Estates Unit One, as recorded in Book 27, Page 21, El Paso County Plat Records. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

14. Discussion and Action:

Mayor/EDC Executive Director

Regarding the purchase of an office building in Horizon City, Texas for use by the Town of Horizon City Economic Development Corporation.

A motion was made by Alderman Duran and seconded by Alderman Renteria to authorize the Horizon Economic Development Corporation's Executive Director to negotiate a Contract for the purchase of a building by the HEDC and to finalize negotiations for the related Performance Agreement. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

ADJOURNMENT

A motion was made by Alderwoman Corral and seconded by Alderman Renteria to adjourn at 6:40 PM.

Approved this ____ day of _____, 20__.

Attest:

Elvia Schuller, City Clerk

Ruben Mendoza, Mayor

Town of Horizon City Capital Improvement Program

June 20, 2023
Council Meeting

Oxbow & Pawling Street Improvements

- Preconstruction Meeting: May 31, 2023
- Start Date: June 12, 2023
- Contract Time: 330 Days
- Completion Date: May 2024

Municipal Facilities – Phase 1

- Part of FY 2023 CIP and Certificate of Obligation Issuance
- Preparing to advertise in late spring 2023
- Construction Award scheduled for summer 2023

Municipal Facilities – Phase 1



Rendering from Exigo Architecture – December 2020

Regional Park

- Preparing to appraise proposed park site
- Design for regional recreation facility is proposed as part of 2023 Certificate of Obligation Issuance

Street Maintenance Fund

2022-2023 Street Maintenance Program

- City staff evaluating scope and estimates to determine final scope of work
- Design and bid preparation during spring 2023
- Construction mid-2023

Federally- & State-Funded Project Updates

N. Darrington Reconstruction

- Project scheduled for construction award in **FY 2023**
- Advertised for June 27, 2023, bid opening and July 2023 award by the Texas Transportation Commission
- Staff coordinating with MPO for additional funds
- Town staff continues working with TXDOT and design team
- Town staff and TXDOT working on Utility Coordination
 - Texas Gas Service expected to request reimbursement for their relocations on N. Darrington per franchise agreement
 - Project requires encroachment on Texas Gas Service easement – Town staff and legal team finalizing agreement

N. Darrington Reconstruction

- Planning public meeting with TXDOT to update residents on project – early August 2023
- TXDOT planning to construct Horizon/Darrington intersection and N. Darrington Rd. Reconstruction concurrently
- Pending Council consideration:
 - Reimbursement agreement for facility relocations with Texas Gas Service

N. Darrington Reconstruction – ROW Acquisition

Status

- 7 parcels purchased
- 1 parcel under negotiation
- 1 parcel – pending direction
- 7 parcels – title and out-of-country ownership undergoing process
- 1 parcel originally temporary construction easement (TCE) purchased as fee simple
- 1 parcel TCE - acquired
- Additional scope for required easements at Darrington and Pawling/Walmart intersection approved by CRRMA Board on June 14, 2023.

Safety Projects

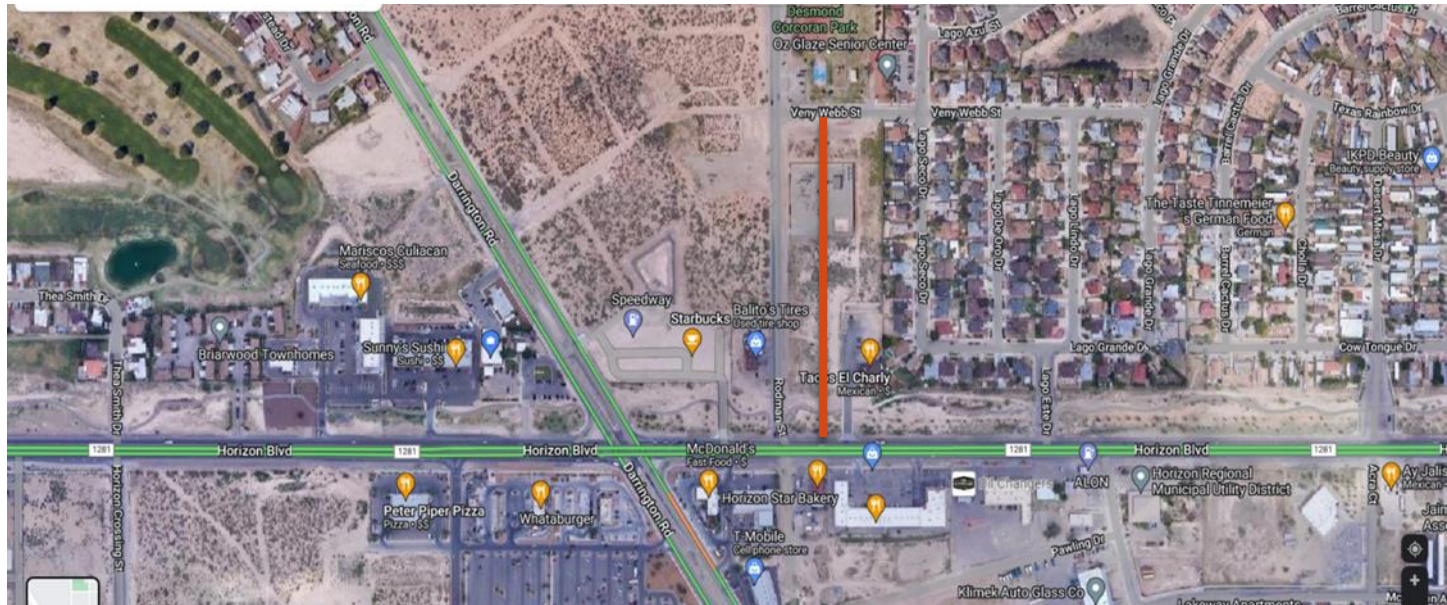
- **S. Darrington Safety Lighting** from Alberton to LTV Rd. – **FY 2023** - project awarded **March 2023**
- Project start – pending start date
- **N. Kenazo Safety Lighting** from Eastlake to Horizon Blvd. – **FY 2022**
- Project start – **August 2023**

Delays in project starts are due to long lead times for lighting fixture poles.

Transportation Alternative Set-Aside (TASA)

- Rodman multi-use path from Horizon Blvd. to Veny Webb approved for TASA funding by the Transportation Policy Board.
- Proposing to enter into Interlocal Agreement with CRRMA for project design and construction

Rodman Multi-Use Path



Funding Updates

2023 Certificates of Obligation

- Notice of Intent to Issue Certificates of Obligation on today's agenda for Council consideration.

Town of Horizon City Preliminary Listing

FY 2023 - 2026 Priority Capital Projects

Updated: January 19, 2023

Project Category/Project	Totals	FY 2023 Issuance	Future Issuance	
Street and Infrastructure Projects				
N. Darrington Reconstruction Gap	\$ 2,000,000	\$ 2,000,000	\$ -	24
Match for TXDOT Projects	\$ 3,000,000	\$ 2,000,000	\$ 1,000,000	
Street and Drainage projects	\$ 3,250,000	\$ 1,500,000	\$ 1,750,000	
Total Street and Infrastructure	\$ 8,250,000	\$ 5,500,000	\$ 2,750,000	
Regional Recreation Facility	\$ 22,000,000	\$ 2,500,000	\$ 19,500,000	
ADA Implementation	\$ 5,000,000	\$ 2,500,000	\$ 2,500,000	
Municipal Facilities - Phase 1	\$ 15,000,000	\$ 15,000,000	\$ -	
Totals	\$ 50,250,000	\$ 25,500,000	\$ 24,750,000	

TIRZ/TOD Update

Dilley, Delake and Transit Plaza

- Funding will be made available through HUD and Economic Development
- Funding agreement on today's Council agenda for Council's consideration
- Staff is developing scope of work for transit plaza location as a pre-design activity
- Proposing to enter into agreement with CRRMA for transit plaza siting

TIRZ Participation Agreements

HRMUD

- Initial discussions - July 6, 2022, HRMUD Board meeting
- Working with HRMUD legal counsel and engineering consultant

CIP Financial Reporting

- Received request for updated CIP financial reporting
- Staff is evaluating the effort to generate report through existing financial and budgeting systems

Town of Horizon City Capital Improvement Program

June 20, 2023
Council Meeting

RESOLUTION

WHEREAS, the Texas Public Finance Act requires units of local government to adopt a written Investment Policy and to review and approve that policy at least once annually; and

WHEREAS, the Town of Horizon City Investment Officer has presented a written Investment Policy for review and approval by the City Council; and

WHEREAS, the attached Investment Policy meets the requirements of the Texas Public Finance Act and the Investment Officer recommends approval.

NOW, THEREFORE BE IN RESOLVED BY THE CITY COUNCIL OF THE TOWN OF HORIZON CITY AS FOLLOWS:

The attached Investment Policy captioned, "Town of Horizon City Investment Policy February 2022" is hereby approved and readopted by the Town of Horizon City and all investments will be made in accordance with said Investment Policy, The Texas Public Finance Act and all applicable local laws and state statutes.

ADOPTED and APPROVED this _____ day of _____, 2023.

TOWN OF HORIZON CITY

Andres Renteria
Mayor

ATTEST:

Elvia Schuller, TRMC
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Marianella Joseph
Assistant City Attorney

Michelle Garcia
Finance Director

**THE TOWN OF HORIZON CITY
INVESTMENT POLICY
February 2022**

1.0 POLICY STATEMENT:

The policy of the Town of Horizon City, Texas is to invest public funds in a manner which will provide the maximum security and meet the liquidity and daily cash flow demands of the City. All investments will be made in full compliance with the Texas Public Funds Investment Act and all applicable state and local statutes governing the investment of public funds.

2.0 SCOPE:

This investment policy applies to the financial assets of the Town of Horizon City. These funds are accounted in the Town of Horizon City's Comprehensive Annual Financial Report and include:

2.1 General Fund: Any new funds created by the City Council of the Town of Horizon City, as the governing body, which shall adopt a separate investment strategy for each fund or group of funds under its control in compliance with Section 2256 of Texas Government Code.

All the listed funds will be pooled for investment purposes. The strategy developed for this pooled fund group will address the varying needs, goals, and objectives of each fund.

The investment of bonds proceeds, or pledged revenues shall be permitted only in compliance with the Texas Public Funds Investment Act Chapter 2256 of the Texas Government Code, and in accordance with statutory provisions governing the debt issuance or the agreement, as applicable and the City's investment policy regarding debt issuance or the agreement, as applicable. "Pledged Revenue" shall have the meaning set forth in Government Code Section 2256.008.

3.0 STANDARD OF CARE:

Investments shall be made with judgement and care under prevailing circumstances that a person of prudence, discretion and intelligence would exercise in the management of their own affairs, not for speculation, but for investment considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used in the investment function shall be the "prudent person" standard and shall be applied in the context of managing the overall portfolio. The Investment Officer and those with delegated investment authority under this policy, when acting in accordance with written procedures and this policy and exercising due diligence shall be relieved of personal responsibility and liability in the management of the portfolio provided that deviations from expectations are reported in a timely fashion and that appropriate action is taken to control adverse developments.

4.0 OBJECTIVES:

It is the policy of the City that all management and investment of funds shall be governed by the following objectives, in order of priority.

4.1 Preservation and Safety of Principal: Safety of principal is the foremost objective of the investment program. Investments of the Town of Horizon City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in the portfolio's composition. The suitability of each investment decision will be based on these objectives. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

4.2 Liquidity: The Town of Horizon City's investment portfolio will remain sufficiently liquid to enable the Town of Horizon City to meet all reasonably expected operating requirements.

4.3 Yield/Return on Investment: The Town of Horizon City's investment portfolio shall be designated with the objective of attaining a rate of return throughout budgetary and economic cycles, commensurate with the Town of Horizon City's investment risk constraints and the cash flow characteristics of the portfolio.

4.4 Investment Strategy: The strategy of the pool is to assure cash flows are matched with adequate liquidity. This may be accomplished by purchasing quality, short-term securities in a laddered strategy utilizing an investment pool. The dollar weighted average maturity will be 180 days or less to accomplish the goal.

5.0 DELEGATION OF AUTHORITY:

The authority to manage the Town of Horizon City investment program is derived from the following:

- a. Public Funds Investment Act, Chapter 2256, Texas Government Code;
- b. Town of Horizon City Resolution # 43; and
- c. Town of Horizon City Investment Funds Policy Manual.

Management responsibility for the investment program is hereby delegated to the Town of Horizon City's Finance Director who shall serve as the Investment Officer and shall establish written procedures for the operation of the investment program consistent with this investment policy. Procedures should include reference to safekeeping, repurchase agreements, wire transfer agreements, banking service contracts and collateral/depository agreements, monitoring of the market price of investments and monitoring of rating changes in investments. Such procedures shall include explicit delegation of authority to persons responsible for all investments.

No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer. The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials and staff. The Investment Officer, or the Mayor in the absence of the Investment Officer, may designate a person as a deputy in the event circumstances require timely action and the Investment Officer is not available.

The Investment Officer shall attend training sessions as required by the Public Funds Investment Act, Chapter 2256 of the Texas Government Code. The Town of Horizon City encourages its investment officer to obtain professional credentials.

6.0 ETHICS AND CONFLICTS OF INTEREST:

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. The Investment Officer shall disclose to the City Council any material financial interests in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the Town of Horizon City, particularly with regard to the time of purchases and sales of investments.

The investment officer who has a personal business relationship with a business organization offering to engage in an investment transaction with the City shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity, as determined under Chapter 573, of the Government Code to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship with the Texas Ethics Commission and the City Council. The Investment Officer has a personal business relationship with a business organization if:

- 1) the Investment Officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
- 2) funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or
- (3) the investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.

7.0 AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS:

7.1 List of Authorized Financial Institutions: The Town of Horizon City Town Clerk will maintain a list of financial institutions authorized to provide investment services that has been approved at least annually by the City Council. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment services in the State of Texas. These may include "primary" dealers or regional dealers qualified under Securities & Exchange Commission Rule I 15C3- I (uniform 1 net capital rule). No public deposit shall be made except in the qualified public depository as established by state laws.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Town Clerk with the following:

- a. Audited financial statements,
- b. Proof of National Association of Security Dealers certification;
- c. Proof of state registration;
- d. Certification of having read Town of Horizon City' s Investment and depository policy
- e. A current audited financial statement is required to be on file for each financial institution and broker/dealer in which the Town of Horizon City invests.

7.2 Signed Written Instrument: A written copy of this investment policy shall be presented to any business organization offering to engage in an investment transaction with the Town of Horizon City. The Investment Officer may not acquire or otherwise obtain any authorized investment from a business organization that has not delivered the written instrument described below.

The qualified representative of the business organization (as defined in Section 2256.005 of Texas Government Code) offering to engage in an investment transaction with the Town shall sign a statement in a form acceptable to the Town of Horizon City and business organization to the effect that the business organization has (1) received and reviewed the Investment Policy of the Town and (2) acknowledged that the business organization has implemented reasonable procedures and controls to preclude investment transactions conducted between the Town and the organization that are not authorized by the Investment Policy, except to the extent that the authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards.

7.3 Investment Pools: To be eligible to receive funds from and invest funds on behalf of the Town, an investment pool must furnish to the Investment Officer or other authorized Town representative an offering circular or other similar disclosure statement that contains at a minimum the information required by section 2256.016 of the Texas Government code and will obtain the approval of the Town council if the investment pool does not meet the requirements and ratios of the market value of the portfolio divided by the book value as set forth in such statute.

8.0 AUTHORIZED AND SUITABLE INVESTMENTS:

The Town of Horizon City is authorized to invest in the following types of securities (subject to the requirements in the referenced sections of Texas Government Code Chapter 2256, Texas Public Funds Investment Act in compliance with the terms and conditions of each of the referenced authorizing statutes:

- a. Commercial paper (Section 2256.013)
- b. Bankers acceptances (Section 2256.012)
- c. Repurchase agreements (Section 2256.011)
- d. Certificates of deposit that are issued by a depository institution that has its main office or a branch in this state and meets the requirements of (Section 2256.010)
- e. Obligations of, or Guaranteed by the United States, the State of Texas or its respective agencies or instrumentalities, including the Federal Home Loan Banks, such as letters of credit or direct obligations (Section 2256.009)
- f. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent; (Section 22.56.009)
- g. Money Market Mutual Funds (Section 2256.014)
- h. Investment Pools if the pool is approved by resolution of the Town Council (Section 2256.016)
- i. Interest-bearing banking deposits that are guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund or its successor (Section 2256.009)

The City is expressly prohibited from Investing in Collateralized Mortgage Obligations as set forth in Section 2256.009.

The maximum allowable stated maturity of any authorized investment type shall not exceed two years to maturity, except any specific investment type shall comply with any lower maximum maturity requirements in the authorizing statute.

9.0 COLLATERIZATION:

Collateralization will be required on two types of investments: Certificates of deposit and repurchase (and reverse) agreements. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 100 % of market value of principal and accrued interest. Collateral will always be held by an independent third party with whom the entity has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the entity and retained.

The right of collateral substitution is granted.

10.0 SAFEKEEPING AND CUSTODY:

All security transactions, including collateral for repurchase agreements entered by the Town of Horizon City shall be conducted on a delivery-versus payment basis. Securities will be held by a third-party custodian designated by the Investment Officer and evidenced by safekeeping receipts.

11.0 DIVERSIFICATION:

The Town of Horizon City will diversify its Investments by security type and institution. With the exception of US Treasury securities and authorized pools, no more than 50% of the Town of Horizon City's total investment portfolio will be invested in a single security type or with a single financial institution. The City recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification.

12.0 MAXIMUM MATURITIES:

To the extent possible, the Town of Horizon City will attempt to match its investments with the anticipated cash flow requirements. Unless matched to a specific cash flow, the Town of Horizon City will not directly invest in securities maturing more than two years from the date purchase, except any specific investment type shall comply with any lower maximum maturity requirements in the authorizing statute. However, the Town of Horizon City may collateralize its repurchase agreements using longer-dated investments not to exceed two years to maturity.

13.0 INTERNAL CONTROL:

The Investment Officer shall establish a system of written internal controls which will be reviewed annually. The controls shall be designed to prevent loss of public funds due to fraud, employee error, misrepresentation by third parties, unanticipated market changes, or imprudent actions by City employees.

The Investment Officer and Town Clerk shall establish an annual process of independent review by an external auditor. The review will include a compliance audit of management controls on investments and adherence with the established investment process, policies, and procedures.

14.0 PERFORMANCE STANDARDS:

The investment portfolio shall be designed with the objective of obtaining a rate of return through budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs.

14.1 Market Yield (Benchmark): The Town of Horizon City's investment strategy is active. Given this strategy, the basis used by the Investment Officer to determine whether market yields are being achieved shall be the corresponding US Treasury Bill rate and the average Fed Funds rates.

15.0 REPORTING:

The Investment Officer is charged with the responsibility of including a market report to the City Council on investment activity and returns and will include performance of the Town of Horizon City's financial report. Reports will include performance, market sector breakdown, number of trades, and interest earnings.

Detail and summary reports will be prepared by the Investment Officer and presented to the Town of Horizon City Council no less than quarterly. Reports will comply with Section 2256.023 of the Public Funds Investment Act and GASB 31 at a minimum.

16.0 LOSS OF REQUIRED RATING:

This Investment Policy requires certain minimum ratings of certain investments. At least monthly, the Investment Officer will review the ratings of each of the investments in the City's portfolio. In the event an investment does not meet that minimum rating during the period that the investment is being held by the City, that investment does not qualify as an authorized investment. The City shall take all prudent measures that are consistent with this Investment Policy to liquidate an investment that does not have the minimum rating.

17.0 INVESTMENT POLICY ADOPTION:

This Investment Policy, which includes strategies for each fund, shall be adopted by resolution by the City Council of the Town of Horizon City and shall be reviewed annually by the City Council. Any modifications must be approved by the Town of Horizon City Council.

MEMORANDUM

TO: Honorable Mayor and Council Members of the Town of Horizon City
Cc: Veronica Rojas, Horizon City EDC Executive Assistant
FROM: Eddie Garcia, Horizon City EDC Executive Director
DATE: June 20, 2023
RE: Request for Consideration of Horizon City Economic Development Corporation Board Member Appointment: James Montoya

As allowed by the bylaws governing the activities of the Horizon City Economic Development Corporation Board and with the recommendation of the Horizon City EDC Director, staff is requesting an approval recommendation for the appointment of Mr. James Montoya to the Horizon City Economic Development Corporation Board.

Mr. Montoya is a practicing attorney in the El Paso Region.

The Economic Development Corporation recommends approval of the appointment of Mr. James Montoya based on his noted professional qualifications and his fulfillment of the requirements for qualification as a member of the Horizon City Economic Development Corporation Board, described below, with a specific focus on qualification point number four (4).

*Members must reside within the Town of Horizon City and each director shall meet **at least one** of the following qualifications:*

- 1. Shall possess experience in management or in an executive capacity.*
- 2. Shall have experience in the evaluation of financial and business records and projections.*
- 3. Shall have experience in economic development matters.*
- 4. Possess education, training or experience useful to the corporation's purposes.*

In accordance with the bylaws governing the activities of the Horizon City Economic Development Corporation Board, Mr. James Montoya term shall last 2 years to commence June 20, 2023.



Eddie Garcia
EDC Executive Director

Date

6/20/23

HORIZON COUNTRY CLUB ESTATES UNIT TWO REPLAT "B"

BEING A REPLAT OF A PORTION OF LOT 1, BLOCK 3, HORIZON COUNTRY CLUB ESTATES UNIT TWO, REPLAT "A" TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS. CONTAINING: 7.7903± ACRES

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	20.00'	31.42'	20.00'	28.28'	S75°04'04"E	90°00'00"
C2	30.00'	13.54'	6.89'	13.43'	S17°09'34"E	25°51'45"
C3	70.00'	36.71'	18.79'	36.29'	S19°15'12"E	30°03'00"
C4	50.00'	36.03'	18.84'	35.26'	S46°56'49"W	41°17'18"

LINE TABLE		
LINE	LENGTH	BEARING
L1	23.21	N63°41'50"W

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being portion of lot 3, block 23, Horizon Country Club Estates Unit 2 Replat "A", Recorded in File No. 20200028798, Town of Horizon City, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a found 1/2" rebar with cap marked Landmark TX 5586 at the northerly right-of-way line of Darrington Road, also a common corner property of lots 10 and 11, block 22, Horizon Country Club Estates Unit Three, thence along said right-of-way line South 30°04'04" East a distance of 496.00 feet to a found 1/2" rebar with cap marked Landmark TX 5586 at a point of curve; thence leaving said right-of-way line, 31.42 feet along the arc of a curve to the right which has a radius of 20.00 feet an interior angle of 90°00'00" a chord which bears North 14°55'56" East a distance of 28.28 feet to a set 1/2" rebar with cap marked TX 5152 on the southerly right-of-way line of Delake Drive Thence along said right-of-way line, North 59°55'56" East a distance of 230.00 feet to a set 1/2" rebar with cap marked TX 5152 for the "TRUE POINT OF BEGINNING";

Thence continuing said right-of-way line, North 59°55'56" East a distance of 305.00 feet to a found 5/8" rebar with cap marked Landmark TX 5586 for a point of curve;

Thence, 31.42 feet along the arc of a curve to the right which has a radius of 20.00 feet an interior angle of 90°00'00" a chord which bears South 75°04'04" East a distance of 28.28 feet to a found 5/8" rebar with cap marked Landmark TX 5586 on the westerly right-of-way line of Rossman Drive;

Thence along said right-of-way line, South 30°04'04" East a distance of 186.24 feet to a found 5/8" rebar with cap marked Landmark TX 5586 for a point of curve;

Thence continuing said right-of-way line, 13.54 feet along the arc of a curve to the right which has a radius of 30.00 feet an interior angle of 25°51'45" a chord which bears South 17°09'34" East a distance of 13.43 feet to a found 5/8" rebar with cap marked Landmark TX 5586 for a point of reverse curve;

Thence continuing said right-of-way line, 36.71 feet along the arc of a curve to the left which has a radius of 70.00 feet an interior angle of 30°03'00" a chord which bears South 19°15'12" East a distance of 36.29 feet to a point;

Thence leaving said right-of-way line, South 59°55'56" West a distance of 107.18 feet to a found 1/2" rebar;

Thence, South 28°43'36" East a distance of 82.40 feet to a point;

Thence, South 59°54'49" West a distance of 162.87 feet to a point;

Thence, South 30°05'11" East a distance of 130.04 feet to a point of curve on the northerly right-of-way line of Emigrant Road (Gut-De-Sac);

Thence along said right-of-way line, 36.03 feet along the arc of a curve to the left which has a radius of 50.00 feet an interior angle of 41°17'18" a chord which bears South 46°56'49" West a distance of 35.26 feet to a point;

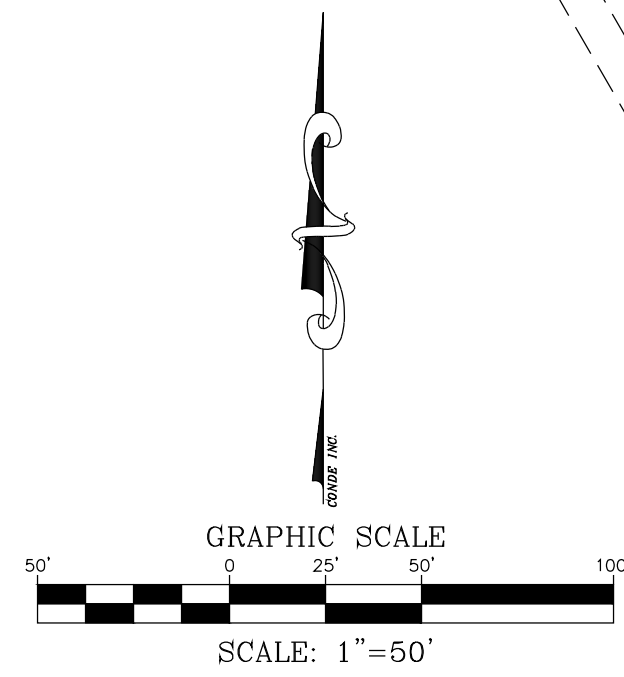
Thence leaving said right-of-way line, North 63°41'50" West a distance of 23.21 feet to a point;

Thence, South 59°54'49" West a distance of 246.66 feet to point on the northerly right-of-way line of Darrington Road;

Thence along said right-of-way line, North 30°04'04" West a distance of 20.60 feet to a set 1/2" rebar with cap marked TX 5152 on the easterly right-of-way line of Darrington Road;

Thence leaving said right-of-way line, North 59°54'49" East a distance of 250.006 feet to point;

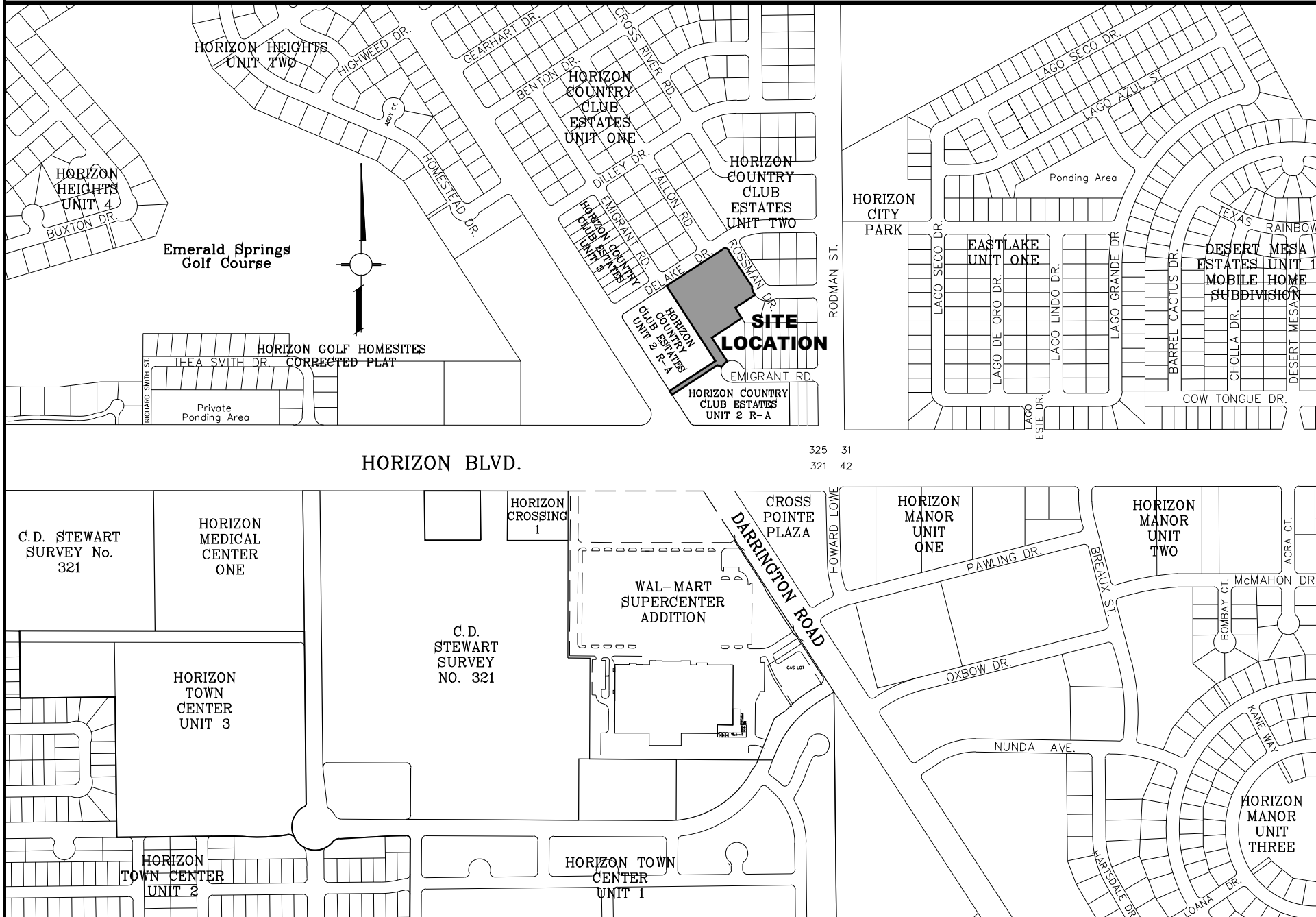
Thence, North 30°04'04" West a distance of 409.07 feet to the "TRUE POINT OF BEGINNING" and containing 105,029.77 Square Feet or 2.4112 acres of land more or less.



PRINCIPAL CONTACTS:				
Name	Address	City & Zip	Phone	Fax
OWNER: BELTRAN & EDGE LTD.	6080 SURETY DR. STE 100	EL PASO, TX 79905	(915) 592-0283	
ENGINEER: YVONNE C. CURRY	6080 SURETY DR. STE 100	EL PASO, TX 79905	(915) 592-0283 (915) 592-0286	
SURVEYOR: RON R. CONDE	6080 SURETY DR. STE 100	EL PASO, TX 79905	(915) 592-0283 (915) 592-0286	

LOCATION MAP

1" = 600'

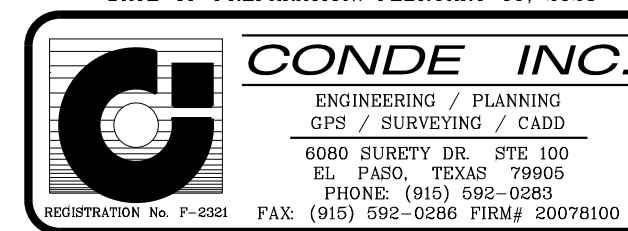


TOTAL LOTS
1

SCHOOL DISTRICT
SOCORRO INDEPENDENT SCHOOL DISTRICT
12300 EASTLAKE DRIVE

DATE SUBMIT PRELY. & FINAL PLAT 2/09/23	
REV. DATE	COMMENTS

HORIZON BLVD. (FM-1281)
DATE OF PREPARATION: FEBRUARY 09, 2023



- NOTES:
- TAX CERTIFICATE FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION. INSTRUMENT No. _____ DATE _____
 - RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD SECTION. INSTRUMENT No. _____ DATE _____
 - LOT CORNERS WILL BE SET UPON COMPLETION OF CONSTRUCTION OF ROADWAYS AND UTILITIES.
 - "U.S. POSTAL SERVICE BE PROVIDED THROUGH A CENTRAL BOX."
 - SET 1/2" REBAR WITH CAP MARKED TX 5152 AT ALL EXTERIOR BOUNDARY CORNERS UNLESS OTHERWISE NOTED.
 - ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANELS NO 480212-250B AND 2378, DATED SEPTEMBER 4, 1991 PROPERTY IS IN FLOOD HAZARD ZONE X.
 - PROVIDED CERTIFICATION THAT ALL UTILITIES HAVE APPROVED LOCATIONS OF EASEMENTS AND THAT SERVICE WILL BE PROVIDED TO DEVELOPMENT.
 - ENSURE THAT PLAT COMPLIES WITH TBLPS REQUIREMENTS.
 - WATER, SEWER, ELECTRIC AND GAS UTILITIES WILL BE AVAILABLE.
 - BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM-TEXAS CENTRAL 4203. DISTANCES ARE SURFACE US SURVEY FOOT. ITEMS IN PARENTHESES ARE RECORD INFORMATION. ELEVATIONS ARE BASED ON NAVD83 DATUM. BASED ON GPS OBSERVATIONS PROCESSED THROUGH OPUS. PROVIDED ON TOPOGRAPHIC SURVEY PROVIDED BY LANDMARK SURVEYING BENCHMARK: EXISTING 5/8" REBAR ELEV.= 4028.78' (NAVD83 DATUM)
 - GRADING AND DRAINAGE PLANS/PERMIT IS REQUIRED AT THE TIME OF THE BUILDING PERMIT.
 - ALL DEVELOPED STORM WATER RUNOFF DISCHARGE VOLUMES SHALL BE RETAINED WITHIN SUBDIVISION'S LIMITS.
 - PRIVATE DRAINAGE EASEMENTS WILL BE REQUIRED IF THESE LOTS ARE FURTHER SUBDIVIDED.
 - THE DEVELOPER WILL BE RESPONSIBLE FOR CONSTRUCTING HALF OF THE FOLLOWING STREETS: EMIGRANT RD. FROM THE PROPOSED CUL-DE-SAC TO ROSSMAN STREET, DELAKE DR. FROM DARRINGTON RD. TO ROSSMAN DR. AND ROSSMAN DR. FROM DELAKE DR. TO THE MIDDLE OF THE STREET TURNING HEEL.
 - SIDEWALK WILL BE REQUIRED ALONG THE LOTS ABUTTING THE STREET RIGHT OF WAY AT THE TIME OF CONSTRUCTION (SEE BUILDING REGULATIONS SECTION: 3.06.146).
 - LOT OWNER SHALL BE RESPONSIBLE FOR MAINTAINING SIDEWALK, DRIVEWAYS AND PARKWAYS ABUTTING THEIR PROPERTY.
- REASON FOR REPLAT: a). TO REMOVE NOTE ON REPLAT A "PROHIBITION OF ACCESS THROUGH ROSSMAN DRIVE AND DELAKE DRIVE"
b). TO DEDICATE ACCESS, UTILITY AND DRAINAGE EASEMENT.

DEDICATION

BELTRAN & EDGE LTD, property owners of this land, hereby presents this plot and dedicates to the use of the public, the drives, access, utility, and drainage easements, as hereon laid down and designated, including easements for overhead of service wires for pole type utilities, and buried service wires, conduits and pipes for underground utilities, and the right to ingress and egress for service and construction and the right to trim interfering trees and shrubs.

Witness my signature this _____ day of _____, 2023.

By: BELTRAN & EDGE LTD.

Jim Edge, Managing Partner

ATTEST: NOT REQUIRED ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF EL PASO
Before me, the undersigned authority, on this day personally appeared Jim Edge, Managing Partner of BELTRAN & EDGE LTD., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said corporation for the purpose and considerations herein expressed.
Given under my hand and seal of office this _____ day of _____, 2023.

Notary Public in and for El Paso County My Commission Expires _____

TOWN OF HORIZON CITY CITY COUNCIL
This subdivision is hereby approved as to the platting and as to the conditions of the dedication in accordance with Chapter 212 of the Local Government Code of Texas, this _____ day of _____, 2023.

Accepted and adopted by the City Council of Town of Horizon City
this _____ day of _____, 2023.

Elvia Schuller, City Clerk Ruben Mendoza, Mayor

Approved for filing this _____ day of _____, 2023.

Mull-Zollars Inc. (Town Engineer)
By: Isobel Vasquez, P.E.

FILING

Filed and recorded in the office of the County Clerk of El Paso County, Texas, this _____ day of _____, 2023, A.D. in Volume _____ of the Plat Record, Page _____ File No. _____

County Clerk By Deputy

Prepared by and under the supervision of: This plat represents a survey made on the ground by me or under my supervision and complies with the current Texas Board of Professional Land Survey Professional and Technical Standards.
Registered Professional Engineer Registration No. 64648

Yvonne Conde Curry, P.E. Ron R. Conde
Registered Professional Land Surveyor Texas License No. 5152

HORIZON COUNTRY CLUB ESTATES UNIT TWO REPLAT "B"

BEING A REPLAT OF A PORTION OF LOT 1, BLOCK 3, HORIZON COUNTRY CLUB ESTATES UNIT TWO, REPLAT "A" TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS. CONTAINING: 7.7903± ACRES

PRELIMINARY PLAT

SYMBOL LEGEND	
	SET 1/2" REBAR W/CAP TX 5152
	FOUND TX DOT BRASS DISK
	SANITARY SEWER MANHOLE
	GUY WIRE
	STREET SIGN
	POWER POLE
	TRAFFIC LIGHT
	OHE = OVER HEAD ELECTRIC
	W = WATER LINE
	S = SEWER LINE
	G = GAS LINE
	FO = FIBER OPTIC
	SILT FENCE
	DRAINAGE FLOW

METES AND BOUNDS DESCRIPTION

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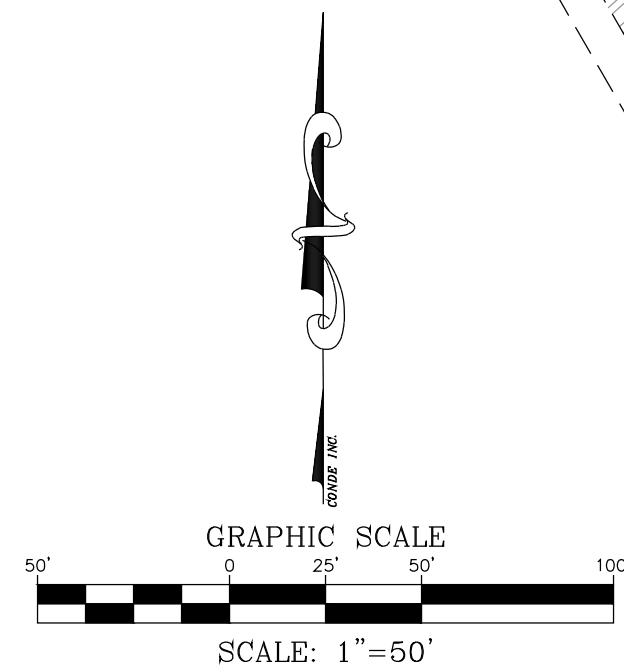
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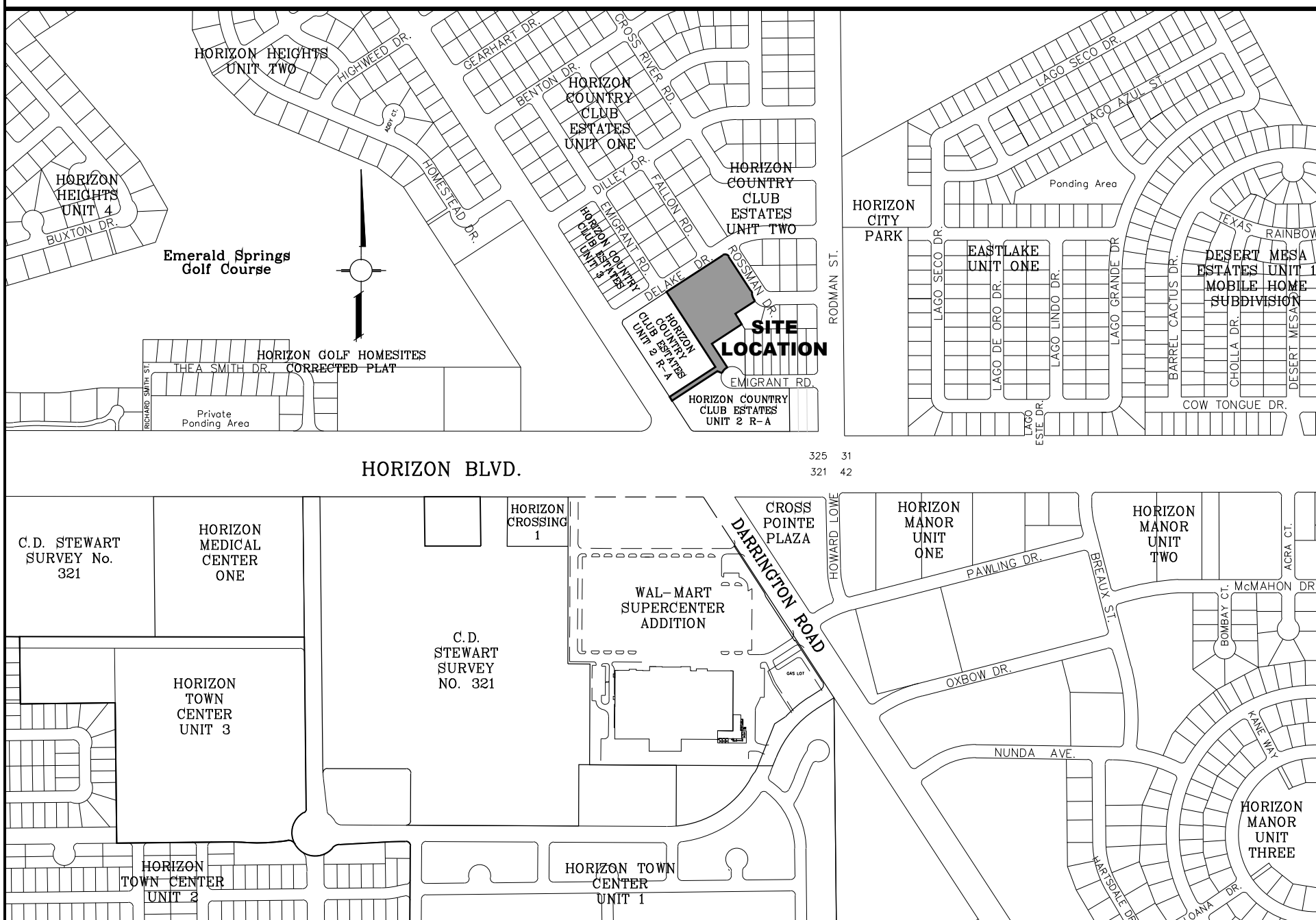


PRINCIPAL CONTACTS:

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ENGINEER: YVONNE C. CURRY	6080 SURETY DR. STE 100	EL PASO, TX 79905	(915) 592-0283 (915) 592-0286	
SURVEYOR: RON R. CONDE	6080 SURETY DR. STE 100	EL PASO, TX 79905	(915) 592-0283 (915) 592-0286	

LOCATION MAP

1" = 600'



TOTAL LOTS
1

SCHOOL DISTRICT
SOCORRO INDEPENDENT SCHOOL DISTRICT
12300 EASTLAKE DRIVE

DATE SUBMIT PRELY. & FINAL PLAT	2/09/23
REV. DATE	COMMENTS

DATE OF PREPARATION: FEBRUARY 09, 2023

CONDE INC.
ENGINEERING / PLANNING
GPS / SURVEYING / CAD
6080 SURETY DR. STE 100
EL PASO, TEXAS 79905
PHONE: (915) 592-0283
REGISTRATION No. P-388 FAX: (915) 592-0286 FIRM# 20078100

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
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LINE TABLE		
LINE	LENGTH	BEARING
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NOTES:

- TAX CERTIFICATE FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION, INSTRUMENT No. _____ DATE _____
 - RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD SECTION, INSTRUMENT No. _____ DATE _____
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 - SET 1/2" REBAR WITH CAP MARKED TX 5152 AT ALL EXTERIOR BOUNDARY CORNERS UNLESS OTHERWISE NOTED.
 - ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANELS NO 480212-250B AND 237B, DATED SEPTEMBER 4, 1991 PROPERTY IS IN FLOOD HAZARD ZONE X.
 - PROVIDED CERTIFICATION THAT ALL UTILITIES HAVE APPROVED LOCATIONS OF EASEMENTS AND THAT SERVICE WILL BE PROVIDED TO DEVELOPMENT.
 - ENSURE THAT PLAT COMPLIES WITH TBLPS REQUIREMENTS.
 - WATER, SEWER, ELECTRIC AND GAS UTILITIES WILL BE AVAILABLE.
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b) TO DEDICATE ACCESS, UTILITY AND DRAINAGE EASEMENT.

HORIZON COUNTRY CLUB ESTATES UNIT TWO REPLAT "A"

BEING A REPLAT OF LOTS 9 THRU 22, BLOCK 20, LOTS 4 THRU 26, BLOCK 21, AND PORTION OF EMIGRANT ROAD, HORIZON COUNTRY CLUB ESTATES UNIT TWO, TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS. CONTAINING: 7.7903± ACRES

- NOTES:
- TAX CERTIFICATE FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION. INSTRUMENT NO. 2020028799, 2020028800, 2020028801, 2020028802, 2020028803, 2020028804, 2020028805, 2020028806, 2020028807, 2020028808, 2020028809, 2020028810, 2020028811, 2020028812, 2020028813, 2020028814, 2020028815, 2020028816, 2020028817, 2020028818, 2020028819, 2020028820, 2020028821, 2020028822, 2020028823, 2020028824, 2020028825, 2020028826, 2020028827, 2020028828, 2020028829, 2020028830, 2020028831, 2020028832, 2020028833, 2020028834, 2020028835 DATE: 4-13-2020
 - RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION. INSTRUMENT NO. 2020028836 DATE: 4-13-2020
 - LOT CORNERS WILL BE SET UPON COMPLETION OF CONSTRUCTION OF ROADWAYS AND UTILITIES.
 - "U.S. POSTAL SERVICE BE PROVIDED THROUGH A CENTRAL BOX."
 - SET 1/2" REBAR WITH CAP MARKED TX 5152 AT ALL EXTERIOR BOUNDARY CORNERS UNLESS OTHERWISE NOTED.
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 - ENSURE THAT PLAT COMPLIES WITH TPLBS REQUIREMENTS.
 - WATER, SEWER, ELECTRIC AND GAS UTILITIES WILL BE AVAILABLE.
 - BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM- TEXAS CENTRAL 4203. DISTANCES ARE SURFACE US SURVEY FOOT. ITEMS IN PARENTHESES ARE RECORD INFORMATION. ELEVATIONS ARE BASED ON NAVD83 DATUM, BASED ON GPS OBSERVATIONS PROCESSED THROUGH OPUS, PROVIDED ON TOPOGRAPHIC SURVEY PROVIDED BY LANDMARK SURVEYING BENCHMARK: EXISTING 5/8" REBAR ELEV.= 4028.78 (NAVD83 DATUM)
 - GRADING AND DRAINAGE PLANS/PERMIT IS REQUIRED AT THE TIME OF THE BUILDING PERMIT.
 - ALL DEVELOPED STORM WATER RUNOFF DISCHARGE VOLUMES SHALL BE RETAINED WITHIN SUBDIVISION'S LIMITS.
 - PROHIBITION OF ACCESS THROUGH ROSSMAN DRIVE AND DELAKE DRIVE.
 - PRIVATE DRAINAGE EASEMENTS WILL BE REQUIRED IF THESE LOTS ARE FURTHER SUBDIVIDED.
 - THE DEVELOPER WILL BE RESPONSIBLE FOR CONSTRUCTING HALF OF THE FOLLOWING STREETS: EMIGRANT RD. FROM THE PROPOSED C&C TO ROSSMAN STREET, DELAKE DR. FROM DARRINGTON RD. TO ROSSMAN DR. AND ROSSMAN DR. FROM DELAKE DR. TO THE MIDDLE OF THE STREET TURNING HEEL.
 - SIDEWALK WILL BE REQUIRED ALONG THE LOTS ABUTTING THE STREET RIGHT OF WAY AT THE TIME OF CONSTRUCTION (SEE BUILDING REGULATIONS SECTION 3.06.146).
 - LOT OWNER SHALL BE RESPONSIBLE FOR MAINTAINING SIDEWALK, DRIVEWAYS AND PARKWAYS ABUTTING THEIR PROPERTY.

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being lots 9 thru 22, block 20, lots 4 thru 26, block 2, and portion of Emigrant Road, Horizon Country Club Estates Unit 2, Recorded in Volume 27, Page 20, Town of Horizon City, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

The "TRUE POINT OF BEGINNING" being a found 5/8" rebar with cap marked Landmark TX 5586 for the point of curve, lot 26, block 21, Horizon Country Club Estates Unit Two, from which a found 5/8" rebar with cap marked Landmark, TX 5586 on the intersection of the easterly right of way line of Darrington Road with the common line of Lots 10 & 11, Block 22, Horizon Country Club Estate Unit Three bears, North 30°04'04" West a distance of 496.00 feet;

Thence, 31.42 feet along the arc of a curve to the right which has a radius of 20.00 feet an interior angle of 90°00'00" a chord which bears North 14°55'56" East a distance of 28.28 feet to a found 5/8" rebar with cap marked Landmark TX 5586 on the southerly right-of-way line of Delake Drive;

Thence along said right-of-way line, North 59°55'56" East a distance of 535.00 feet to a found 5/8" rebar with cap marked Landmark TX 5586 for a point of curve;

Thence, 31.42 feet along the arc of a curve to the right which has a radius of 20.00 feet an interior angle of 90°00'00" a chord which bears South 75°04'04" East a distance of 28.28 feet to a found 5/8" rebar with cap marked Landmark TX 5586 on the westerly right-of-way line of Rossman Drive;

Thence along said right-of-way line, South 30°04'04" East a distance of 186.24 feet to a found 5/8" rebar with cap marked Landmark TX 5586 for a point of curve;

Thence along said right-of-way line, 13.54 feet along the arc of a curve to the right which has a radius of 30.00 feet an interior angle of 25°51'45" a chord which bears South 17°09'34" East a distance of 13.43 feet to a found 5/8" rebar with cap marked Landmark TX 5586 for a point of reverse curve;

Thence along said right-of-way line, 36.71 feet along the arc of a curve to the left which has a radius of 70.00 feet an interior angle of 30°03'00" a chord which bears South 19°51'12" East a distance of 19.05 feet to a set 1/2" rebar with cap marked TX 5152 on the intersection of the westerly right-of-way line of Rossman with the common line of Lots 22 and 23, Block 20, Horizon Country Club Estates Unit Two;

Thence leaving said right-of-way line and along said common line, South 59°55'56" West a distance of 107.18 feet to a found 1/2" rebar on the westerly line of Lot 23, Block 20, Horizon Country Club Estates Unit Two;

Thence along said line, South 28°43'36" East a distance of 82.40 feet to a set 1/2" rebar with cap marked TX 5152 on the common line of Lots 8, 9, 10 & 11, Block 20, Horizon Country Club Estates Unit Two;

Thence along the common line of Lots 8, 9, 10 & 11, Block 20, Horizon Country Club Estates Unit Two, South 02°27'04" West a distance of 270.02 feet to a point on the southerly right-of-way line of Emigrant Road, from which a found 1/2" rebar bears, North 37°07'05" East a distance of 0.18 feet;

Thence along said right-of-way line, South 87°32'56" East a distance of 200.00 feet to a point for the northwest corner of Lot 3, Block 21, Horizon Country Club Estates Unit Two, from which a found 5/8" rebar bears, North 05°03'26" West a distance of 0.17 feet;

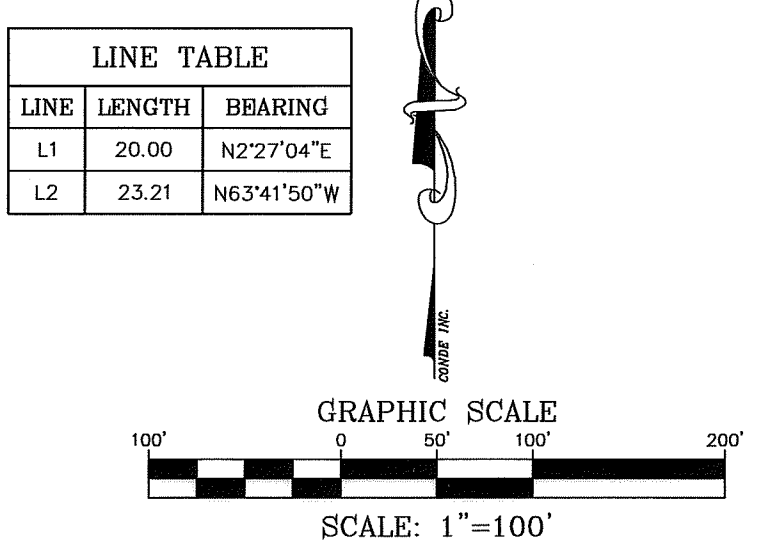
Thence along the common line of Lots 3 and 4, Block 20, Horizon Country Club Estates Unit Two, South 02°27'04" West a distance of 197.99 feet to a point on the northerly right of way line of Horizon Boulevard (FM-1281), from which a found 5/8" rebar bears, South 22°21'27" West a distance of 0.32 feet;

Thence along said right-of-way line, North 86°56'41" West a distance of 434.70 feet to a set 1/2" rebar with cap marked TX 5152 for a point of curve;

Thence, 19.85 feet along the arc of a curve to the right which has a radius of 20.00 feet an interior angle of 56°32'37" a chord which bears North 58°30'23" West a distance of 19.05 feet to a set 1/2" rebar with cap marked TX 5152 on the easterly right-of-way line of Darrington Road;

Thence along said right-of-way line, North 30°04'04" West a distance of 655.22 feet to the "TRUE POINT OF BEGINNING" and containing 339,345.44 Square Feet or 7.7903 acres of land more or less.

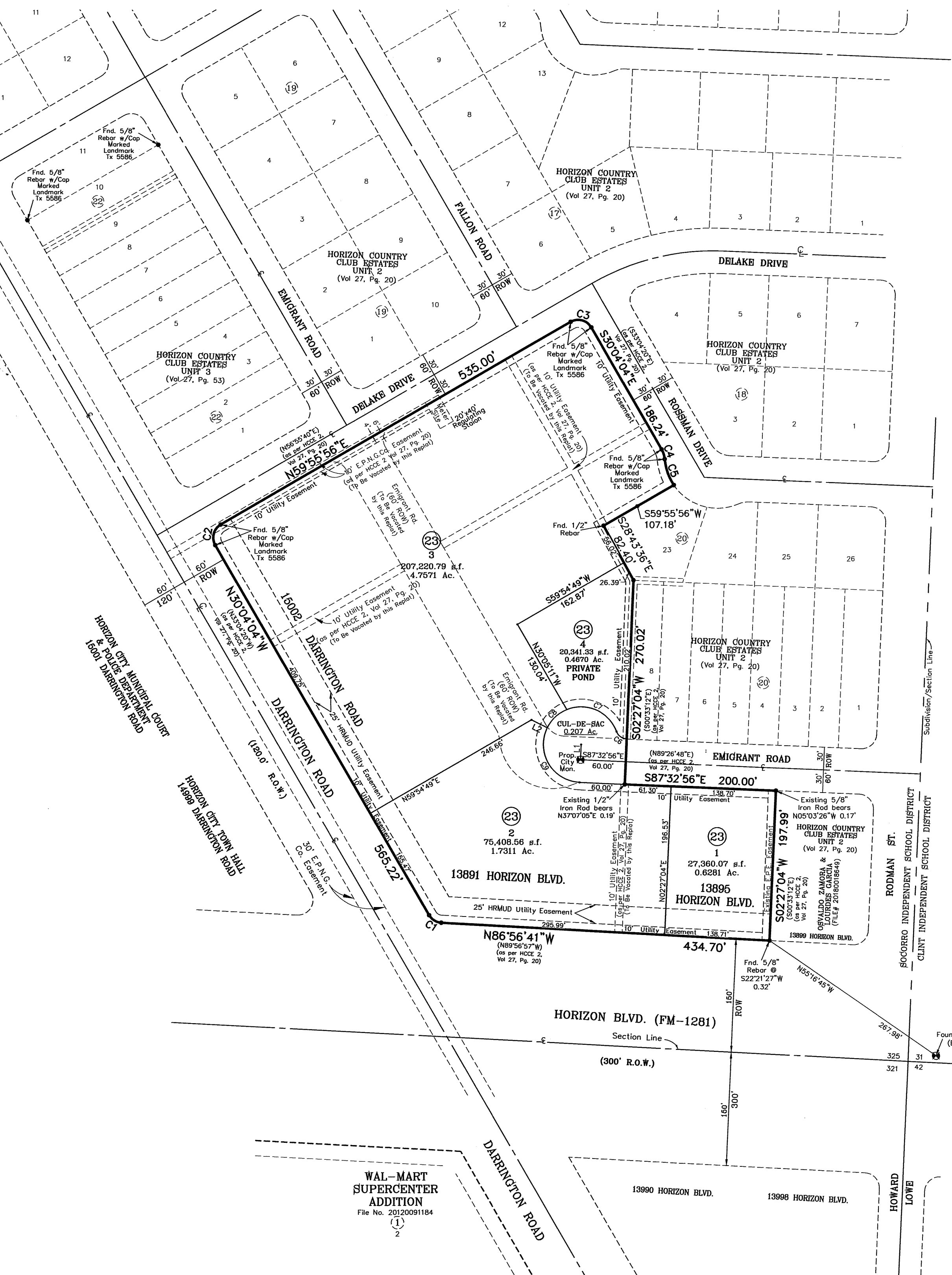
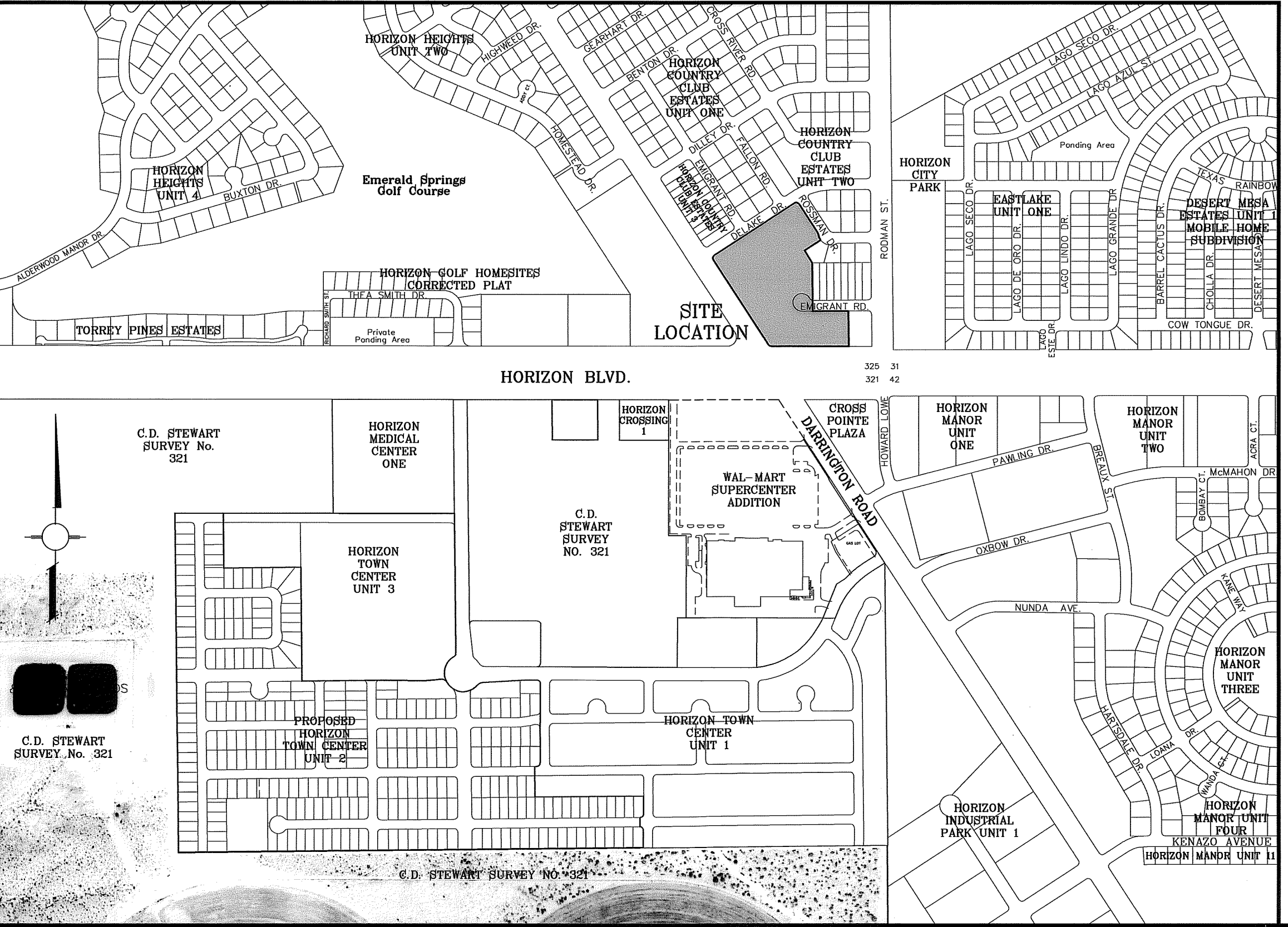
CURVE TABLE					
CURVE	RADIUS	LENGTH	TANGENT	CHORD	DELTA
C1	20.00'	19.85'	10.83'	19.05'	N58°30'23"W 56°52'37"
C2	20.00'	31.42'	20.00'	28.28'	N14°55'56"E 90°00'00"
C3	20.00'	31.42'	20.00'	28.28'	S75°04'04"E 90°00'00"
C4	30.00'	13.54'	6.89'	13.43'	S17°09'34"E 25°51'45"
C5	70.00'	36.71'	18.79'	36.29'	S19°51'12"E 30°03'00"
C6	15.00'	17.64'	10.00'	16.84'	S53°51'32"E 67°22'48"
C7	50.00'	80.49'	51.99'	72.08'	N66°17'20"W 92°14'25"
C8	50.00'	36.03'	18.84'	35.26'	S46°56'49"W 41°17'18"
C9	50.00'	99.35'	76.78'	83.80'	S30°37'23"E 113°51'06"



PRINCIPAL CONTACTS:

Name	Address	City & Zip	Phone	Fax
OWNER: BELTRAN & EDGE LTD.	6080 SURETY DR. STE 100	EL PASO, TX, 79905	(915) 592-0283	
ENGINEER: YVONNE C. CURRY	6080 SURETY DR. STE 100	EL PASO, TX, 79905	(915) 592-0283	(915) 592-0286
SURVEYOR: RON R. CONDE	6080 SURETY DR. STE 100	EL PASO, TX, 79905	(915) 592-0283	(915) 592-0286

LOCATION MAP 1" = 600'



TOTAL LOTS
4

SCHOOL DISTRICT
SOCORRO INDEPENDENT SCHOOL DISTRICT
12300 EASTLAKE DRIVE

REV. DATE	COMMENTS
02/04/19	1st SUBMIT
03/25/19	E.P.E. COMMENTS (3/25/19)
03/25/19	PUBLIC WORKS COMMENTS (3/25/19)
04/02/19	ENGINEER COMMENTS (4/1/19)
04/12/19	PW PLANNING COMMENTS (4/11/19)
10/19/19	SUBMIT FINAL PLAT
11/18/19	REV. PREL. & FINAL PLAT (ADD LOTS)
11/19/19	Central Appraisal Comments (Block #) & Horizon Planning Dept. Comments (Space for Instrument #'s on Note # 1)
12/05/19	Rev. as per City Comments
12/10/19	PW/PLANNING COMMENTS (11/27/19)
12/12/19	Rev. Address as per City Comments
1/15/20	Add 25' HRAUD Utility Easement
3/4/20	Notes 2 & 3 as per Mylar Comments

DATE OF PREPARATION: MARCH 04, 2020

CONDE INC.
ENGINEERING / PLANNING
GPS / SURVEYING / CAD
6080 SURETY DR. STE 100
EL PASO, TEXAS 79905
PHONE: (915) 592-0283
FAX: (915) 592-0286 TDD#: 50078100

DEDICATION

BELTRAN & EDGE LTD, property owners of this land, hereby presents this plot and dedicates to the use of the public the street, drives, HRAUD utility easement, and the utility easements, as herein laid down and designated, including easements for overhead of service wires for pole type utilities, and buried service wires, conduits and pipes for underground utilities, and the right to ingress and egress for service and construction and the right to trim interfering trees and shrubs.

Witness my signature this 5th day of March, 2020.

BY: BELTRAN & EDGE LTD.
Jim Edge
Jim Edge, Managing Partner

ATTEST: NOT REQUIRED

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF EL PASO

Before me, the undersigned authority, on this day personally appeared Jim Edge, Managing Partner of BELTRAN & EDGE LTD., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said corporation for the purpose and considerations herein expressed.

Given under my hand and seal of office this 5th day of March, 2020.

Yvonne Conde Curry
Yvonne Conde Curry, Notary Public in and for El Paso County, My Commission Expires 11-25-2022

TOWN OF HORIZON CITY CITY COUNCIL

This subdivision is hereby approved as to the platting and as to the conditions of the dedication in accordance with Chapter 212 of the Local Government Code of Texas, this 27th day of January, 2020.

Accepted and adopted by the City Council of Town of Horizon City this 27th day of January, 2020.

Elvio Serrano, City Clerk
Ruben Mendoza, Mayor

Approved for filing this 4th day of March, 2020.
Isabel Vasquez, P.E.
By: Isabel Vasquez, P.E.

Filed and recorded in the office of the County Clerk of El Paso County, Texas, this 13th day of April, 2020, A.D. in Volume 2020028799 of the Plat Record, Page 1 File No. 2020028799

FOR RECORDING PURPOSES ONLY
Prepared by and under the supervision of:
YVONNE CONDE CURRY, P.E.
Registered Professional Engineer
Registration No. 64648

This plat represents a survey made on the ground by me or under my supervision and complies with the current Texas Board of Professional Land Survey Regulation and Technical Standards.

Yvonne Conde Curry, P.E.
Yvonne Conde Curry, P.E.
Ron R. Conde
Ron R. Conde
Registered Professional Land Surveyor
Texas License No. 5152

Yvonne Conde Curry
64648
3/11/20

FIRST AMENDMENT TO THE SUBDIVISION CONSTRUCTION AGREEMENT
BETWEEN SDC DEVELOPMENT, LLC AND
THE TOWN OF HORIZON CITY, TEXAS

WHEREAS, the Town of Horizon City, Texas (“Town”) and SDC Development, LLC (“SDC”) entered into an agreement on or about July 18, 2018; and

WHEREAS, the agreement contemplates a date of completion for the drainage improvements by SDC within five (5) years of the agreement, the date of completion is therefore, July 18, 2023; and

WHEREAS, SDC is requesting a twenty-four (24) month extension to July 18, 2025; and

WHEREAS, SDC will continue to maintain the financial guarantee noted on Section 11 of the Agreement and provide verification of the same to the Town.

NOW THEREFORE, the Town and SDC hereby amend the Agreement Exhibit B to read as follows:

[REMAINDER OF PAGE LEFT BLANK]

EXHIBIT B: SUBDIVISION IMPROVEMENTS

Subdivision Improvements. Subdivider and Town agree the following improvements are required in connection with the approval and development of the Subdivision (collectively, the "Subdivision Improvements"). Subdivider agrees to deliver a financial guarantee meeting the requirements of Paragraph 11 an amount equal to the Estimated Cost of Completion listed below, as follows:

<p>Drainage Improvements (Section 5.17.3, 5.17.4)</p>	<p><u>Complete Temporary/Interim Drainage Improvements:</u></p> <p>as shown on approved Subdivision Improvement Plans for the Final Plat prior to filing the Recording Plat and maintain such temporary/interim improvements until the completion of construction and dedication of the final drainage pond improvements and drainage easement in <u>conformance with Ordinance 0035.</u></p> <p><u>Complete construction and dedication of the FINAL DRAINAGE POND IMPROVEMENTS:</u></p> <p>within five (5) years of the Effective Date or the completion of the improvements to the portion of Kenazo roadway south of Desierto Bonito Street, whichever occurs first</p> <p>July 18, 2025</p>
---	---

Executed by the parties to be effective as of the ____ day of _____, 2023

WITNESS THE FOLLOWING SIGNATURES:

TOWN OF HORIZON CITY

Mayor

ATTEST:

Elvia Schuller, TRMC
City Clerk

SUBDIVIDER: SDC DEVELOPMENT, LLC

Name: Douglas A. Little
Title: CFO



March 21, 2023

Michelle Padilla
Town of Horizon City
14999 Horizon Blvd.
Horizon City TX. 79928

RE: Subdivision Construction Agreement, dated July 18, 2018, between SDC Development (Subdivider) and the Town of Horizon City (Town).

Dear Ms. Padilla,

The above referenced agreement contemplated the completion of certain drainage improvement by the Subdivider within five (5) years of the Agreements effective date or July 18, 2023.

As you are well aware, we were all effected by the Covid-19 pandemic at which time all construction activities were required to be halted and many companies lost employees not only to layoffs but to the pandemic itself. As we and everyone else have slowly emerged from the grip of the pandemic we suffered and continue to suffer with finding contractors that are fully staffed and available to continue development work at a pre-pandemic pace. Adding to this problem has been the significant changes in economic factors again effecting developers, homeowners, etc. over the last eighteen (18) to twenty-four (24) months.

With this in mind, we are respectfully requesting a twenty-four month extension to July 18, 2025. Of course, we will continue to maintain the financial guarantee noted in section 11 of the Agreement and provide you verification of same.

We truly thank you for your consideration and are happy to speak with you at your convenience.

Sincerely,

David Ballard

David Ballard
Authorized Representative
For SDC Development

Cc: John Duran, SDC Development
Robert Romero, TRE & Associates
Karen Barraza, TRE & Associates

SECTION 5. That this Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the Town Council of the Town of Horizon City this 20th day of June, 2023.

APPROVED:

Ruben Mendoza, Mayor

ATTEST:

Elvia Schuller, Town Clerk

APPROVED AS TO FORM:

Rezzin Pullum, Assistant Town Attorney

El Paso County Elections Department

Elections Department
500 E. San Antonio Ave., Suite 314
El Paso, TX 79901



Phone: 915 546-2154
Fax: 915 546-2220
www.epcountyvotes.com

LISA WISE
ELECTIONS ADMINISTRATOR

June 16, 2023

Attached are the June 10, 2023 Runoff Election unofficial final results. If you have any questions, please contact the El Paso County Elections Department at (915) 546-2154.

Sincerely,

A handwritten signature in black ink, appearing to read "Lisa Wise".

Lisa Wise
El Paso County Elections Administrator



STATISTICS

	TOTAL
Registered Voters - Total	85,135
Ballots Cast - Total	4,593
Voter Turnout - Total	5.40%

Town of Horizon City, Mayor

Vote For 1

	TOTAL	VOTE %
Johnny "Doc" Duran	213	35.03%
Andres "Andy" Renteria	395	64.97%
Total Votes Cast	608	100.00%
Overvotes	0	
Undervotes	0	
Contest Totals	608	

STATISTICS

	TOTAL
Registered Voters - Total	85,135
Ballots Cast - Total	2,855
Voter Turnout - Total	3.35%

Town of Horizon City, Mayor

Vote For 1

	TOTAL	VOTE %
Johnny "Doc" Duran	174	38.93%
Andres "Andy" Renteria	273	61.07%
Total Votes Cast	447	100.00%
Overvotes	0	
Undervotes	0	
Contest Totals	447	

STATISTICS

	TOTAL
Registered Voters - Total	85,135
Ballots Cast - Total	1,738
Voter Turnout - Total	2.04%

Town of Horizon City, Mayor

Vote For 1

	TOTAL	VOTE %
Johnny "Doc" Duran	39	24.22%
Andres "Andy" Renteria	122	75.78%
Total Votes Cast	161	100.00%
Overvotes	0	
Undervotes	0	
Contest Totals	161	

Summary Results Report
2023 June Runoff Election
June 10, 2023

UNOFFICIAL FINAL
ELECTION RESULTS
PRECINCT BY PRECINCT HORIZON

PRECINCT 158

STATISTICS

	TOTAL
Registered Voters - Total	1,644
Ballots Cast - Total	167
Ballots Cast - Blank	0
Voter Turnout - Total	10.16%

Town of Horizon City, Mayor

Vote For 1

	TOTAL	VOTE %
Johnny "Doc" Duran	47	28.14%
Andres "Andy" Renteria	120	71.86%
Total Votes Cast	167	100.00%
Overvotes	0	
Undervotes	0	
Contest Totals	167	

Summary Results Report
2023 June Runoff Election
June 10, 2023

UNOFFICIAL FINAL
ELECTION RESULTS
PRECINCT BY PRECINCT HORIZON

PRECINCT 199

STATISTICS

	TOTAL
Registered Voters - Total	1,310
Ballots Cast - Total	184
Ballots Cast - Blank	0
Voter Turnout - Total	14.05%

Town of Horizon City, Mayor

Vote For 1

	TOTAL	VOTE %
Johnny "Doc" Duran	55	29.89%
Andres "Andy" Renteria	129	70.11%
Total Votes Cast	184	100.00%
Overvotes	0	
Undervotes	0	
Contest Totals	184	

**Summary Results Report
2023 June Runoff Election
June 10, 2023**

**UNOFFICIAL FINAL
ELECTION RESULTS
PRECINCT BY PRECINCT HORIZON**

PRECINCT 205

STATISTICS

	TOTAL
Registered Voters - Total	3,692
Ballots Cast - Total	82
Ballots Cast - Blank	0
Voter Turnout - Total	2.22%

Town of Horizon City, Mayor

Vote For 1

	TOTAL	VOTE %
Johnny "Doc" Duran	30	36.59%
Andres "Andy" Renteria	52	63.41%
Total Votes Cast	82	100.00%
Overvotes	0	
Undervotes	0	
Contest Totals	82	

Summary Results Report
2023 June Runoff Election
June 10, 2023

UNOFFICIAL FINAL
ELECTION RESULTS
PRECINCT BY PRECINCT HORIZON

PRECINCT 215

STATISTICS

	TOTAL
Registered Voters - Total	4,079
Ballots Cast - Total	169
Ballots Cast - Blank	0
Voter Turnout - Total	4.14%

Town of Horizon City, Mayor

Vote For 1

	TOTAL	VOTE %
Johnny "Doc" Duran	79	46.75%
Andres "Andy" Renteria	90	53.25%
Total Votes Cast	169	100.00%
Overvotes	0	
Undervotes	0	
Contest Totals	169	

PRECINCT 216-1,4

STATISTICS

	TOTAL
Registered Voters - Total	0
Ballots Cast - Total	0
Ballots Cast - Blank	0
Voter Turnout - Total	0.00%

Town of Horizon City, Mayor

Vote For 1

	TOTAL	VOTE %
Johnny "Doc" Duran	0	
Andres "Andy" Renteria	0	
Total Votes Cast	0	
Overvotes	0	
Undervotes	0	
Contest Totals	0	

**Summary Results Report
2023 June Runoff Election
June 10, 2023**

**UNOFFICIAL FINAL
ELECTION RESULTS
PRECINCT BY PRECINCT HORIZON**

PRECINCT 217

STATISTICS

	TOTAL
Registered Voters - Total	624
Ballots Cast - Total	6
Ballots Cast - Blank	0
Voter Turnout - Total	0.96%

Town of Horizon City, Mayor

Vote For 1

	TOTAL	VOTE %
Johnny "Doc" Duran	2	33.33%
Andres "Andy" Renteria	4	66.67%
Total Votes Cast	6	100.00%
Overvotes	0	
Undervotes	0	
Contest Totals	6	

TOWN OF HORIZON, TEXAS
Combination Tax and Revenue Certificates of Obligation, Series 2023

Preliminary Schedule of Events

Mar-23						
S	M	T	W	T	F	S
	5	6	7	8	9	10
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Apr-23						
S	M	T	W	T	F	S
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May-23						
S	M	T	W	T	F	S
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Jun-23						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Jul-23						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Aug-23						
S	M	T	W	T	F	S
						1
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Sep-23						
S	M	T	W	T	F	S
						1
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Oct-23						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Complete By	Day	Event
14-Mar-23	Tuesday	City Council considers approving reimbursement resolution
9-May-23	Tuesday	City Council Worksession to discuss proposed funding scenarios
1-Jun-23	Thursday	HilltopSecurities submits information request to the City and begins working on official statement
15-Jun-23	Thursday	HilltopSecurities receives information requested from City
20-Jun-23	Tuesday	City Council approves resolution to authorize Notice of Intent to issue Certificates of Obligation, Series 2023
22-Jun-23	Thursday	1st Publication of Notice of Intent to Issue Certificates of Obligation, Series 2023; and, 1st Draft of the Official Statement distributed for comments
29-Jun-23	Thursday	2nd Publication of Notice of Intent to Issue Certificates of Obligation, Series 2023; and, Receive comments on 1st Draft of POS
5-Jul-23	Wednesday	2nd Draft of the Official Statement distributed for comments
11-Jul-23	Tuesday	Receive comments on 2nd Draft of POS
12-Jul-23	Wednesday	Send POS to Rating Agencies
19-Jul-23	Wednesday	Rating Agency & Diligence Conference Calls
20-Jul-23	Thursday	3rd Draft of the Official Statement distributed for comments
25-Jul-23	Tuesday	Receive comments on 3rd Draft of POS
26-Jul-23	Wednesday	Receive ratings
31-Jul-23	Monday	Post the POS to I-Deal
8-Aug-23	Tuesday	Pricing date for the Certificate of Obligations; and, City Council considers selling Certificate of Obligations and Executes Sale Agreements
15-Aug-23	Tuesday	Final official statement printed and mailed
30-Aug-23	Wednesday	Closing. Certificates are delivered to Underwriters and proceeds received by City

RESOLUTION

A RESOLUTION approving and authorizing publication of notice of intention to issue certificates of obligation.

WHEREAS, the City Council of the Town of Horizon City, Texas (the "Town"), has determined that certificates of obligation should be issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended (the "Act"), for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: designing, constructing, resurfacing, enlarging, equipping, and improving various streets, roads, bridges, overpasses, thoroughfares, sidewalks, pathways and related municipal facilities within the Town, including lane markings, street drainage, water and sewer infrastructure, Americans with Disabilities Act (ADA) accessibility, traffic signals, signal system synchronization, loop detectors, lighting, signage, streetscaping, and landscaping related thereto, (ii) designing, constructing, improving and equipping a new municipal facility for the Town's police department, public works department, municipal court and city council chambers, (iii) designing, constructing, and equipping a municipal transit plaza, including parking facilities and pedestrian amenities, (iv) designing, constructing, and equipping new park facilities, including athletic fields and an indoor athletic facility, (v) renovating, improving and equipping existing Town buildings and facilities with ADA modifications, and (vi) professional services rendered in relation to such projects and the financing thereof; and

WHEREAS, prior to the issuance of such certificates, the City Council is required to publish notice of its intention to issue the same in accordance with the provisions of the Act; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF HORIZON CITY, TEXAS:

SECTION 1: The City Clerk is hereby authorized and directed to cause notice to be published of the City Council's intention to issue certificates of obligation in a principal amount not to exceed \$26,000,000 for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: designing, constructing, resurfacing, enlarging, equipping, and improving various streets, roads, bridges, overpasses, thoroughfares, sidewalks, pathways and related municipal facilities within the Town, including lane markings, street drainage, water and sewer infrastructure, Americans with Disabilities Act (ADA) accessibility, traffic signals, signal system synchronization, loop detectors, lighting, signage, streetscaping, and landscaping related thereto, (ii) designing, constructing, improving and equipping a new municipal facility for the Town's police department, public works department, municipal court and city council chambers, (iii) designing, constructing, and equipping a municipal transit plaza, including parking facilities and pedestrian amenities, (iv) designing, constructing, and equipping new park facilities, including athletic fields and an indoor athletic facility, (v) renovating, improving and equipping existing Town buildings and facilities with ADA modifications, and (vi) professional services rendered in relation to such projects and the financing thereof, and payable from ad valorem taxes and a limited pledge of the net revenues of the Town's parks. The notice hereby approved and authorized to be published shall read substantially in the form and content of **Exhibit A** hereto attached and incorporated herein by reference as a part of this Resolution for all purposes.

SECTION 2: The City Clerk shall cause the aforesaid notice to be published (i) in a newspaper of general circulation in the Town, once a week for two consecutive weeks, the date of the first publication to be at least forty-six (46) days prior to the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation and

(ii) continuously on the Town's website for at least forty-five (45) days before the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation.

SECTION 3: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 4: This Resolution shall be in force and effect from and after its passage on the date shown below.

[The remainder of this page intentionally left blank.]

PASSED AND ADOPTED, this June 20, 2023.

TOWN OF HORIZON CITY, TEXAS

Andres Renteria, Mayor

ATTEST:

Elvia Schuller, City Clerk

(Town Seal)

EXHIBIT A

NOTICE OF INTENTION TO ISSUE TOWN OF HORIZON CITY, TEXAS
CERTIFICATES OF OBLIGATION

TAKE NOTICE that the City Council of the Town of Horizon City, Texas, shall convene at 6:00 o'clock P.M. on August 8, 2023, at the City Council Chambers Room, 15001 Darrington Road, Horizon City, Texas, and, during such meeting, the City Council will consider the passage of one or more ordinances authorizing the issuance of one or more series of certificates of obligation in an amount not to exceed \$26,000,000 for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: designing, constructing, resurfacing, enlarging, equipping, and improving various streets, roads, bridges, overpasses, thoroughfares, sidewalks, pathways and related municipal facilities within the Town, including lane markings, street drainage, water and sewer infrastructure, Americans with Disabilities Act (ADA) accessibility, traffic signals, signal system synchronization, loop detectors, lighting, signage, streetscaping, and landscaping related thereto, (ii) designing, constructing, improving and equipping a new municipal facility for the Town's police department, public works department, municipal court and city council chambers, (iii) designing, constructing, and equipping a municipal transit plaza, including parking facilities and pedestrian amenities, (iv) designing, constructing, and equipping new park facilities, including athletic fields and an indoor athletic facility, (v) renovating, improving and equipping existing Town buildings and facilities with ADA modifications, and (vi) professional services rendered in relation to such projects and the financing thereof; such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the Town's parks. In accordance with Texas Local Government Code Section 271.049, (i) the current principal amount of all of the Town's outstanding public securities secured by and payable from ad valorem taxes is \$23,195,000; (ii) the current combined principal and interest required to pay all of the Town's outstanding public securities secured by and payable from ad valorem taxes on time and in full is \$33,339,665; (iii) the estimated combined principal and interest required to pay the certificates of obligation to be authorized on time and in full is \$49,497,531; (iv) the maximum interest rate for the certificates may not exceed the maximum legal interest rate; and (v) the maximum maturity date of the certificates to be authorized is August 15, 2048. The certificates are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271.

Elvia Schuller
City Clerk
Town of Horizon City, Texas



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: June 16, 2023
To: Honorable Mayor and Members of City Council
From: Teresa Quezada, CIP Manager *Teresa Quezada 6/16/2023*
SUBJECT: **Resolution directing publication of a notice of intention to issue Combination Tax and Revenue Certificates of Obligation and resolving other matters relating to the subject**

This resolution directs the City Clerk to publish the Council's intent to issue certificates of obligation to fund the FY 2023 program of work as presented to Council. This action is the next step identified on the calendar of events for the 2023 Issuance of Certificates of Obligation presented at the February 14, 2023, City Council Meeting and adjusted to reflect the June 20, 2023, Council meeting.

The Resolution identifies the activities for the types of projects the City is contemplating and provides the wording for the notice.

Staff recommends approval of this resolution.

Attachments as indicated.

**Town of Horizon City
Preliminary Listing**

FY 2023 - 2026 Priority Capital Projects

Updated: January 19, 2023

Project Category/Project	Totals	FY 2023 Issuance	Future Issuance
Street and Infrastructure Projects			
N. Darrington Reconstruction Gap	\$ 2,000,000	\$ 2,000,000	\$ -
Match for TXDOT Projects	\$ 3,000,000	\$ 2,000,000	\$ 1,000,000
Street and Drainage projects	\$ 3,250,000	\$ 1,500,000	\$ 1,750,000
Total Street and Infrastructure	\$ 8,250,000	\$ 5,500,000	\$ 2,750,000
Regional Recreation Facility	\$ 22,000,000	\$ 2,500,000	\$ 19,500,000
ADA Implementation	\$ 5,000,000	\$ 2,500,000	\$ 2,500,000
Municipal Facilities - Phase 1	\$ 15,000,000	\$ 15,000,000	\$ -
Totals	\$ 50,250,000	\$ 25,500,000	\$ 24,750,000



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: June 16, 2023
To: Honorable Mayor and Members of City Council
From: Teresa Quezada, CIP Manager
SUBJECT: On a resolution authorizing the Mayor to sign the Construction Management Services agreement with Huitt Zollars for construction management services on the Oxbow, Pawling, and Breaux street and drainage improvement project

Horizon City Council awarded the Oxbow, Pawing and Breaux Street and Drainage improvements construction award on April 25, 2023, to Allied Paving Company.

This resolution authorizes the Mayor to sign the construction management services agreement with Huitt Zollars to serve as the owner's representative at the construction site. Huitt Zollars will be responsible for construction administration, construction management, inspection of the project to ensure compliance with project design and will also contract for and manage the materials testing for this project.

Costs for these services are split between two projects: Oxbow and Pawling Drives, funded through 2014 Certificates of Obligation and Breaux Street, funded through the Street Maintenance Fund.

Project	Fees
Oxbow and Pawling Drives	\$285,645
Breaux	\$158,730
Totals	\$444,375

The proposed fees are comprised of two components, a lump sum component for administrative support and an hourly rate for the inspections. Inspections are projected to match the work performed at the job site and will be billed as they occur. Similarly, testing costs will be incurred as tests are performed.

Staff recommends approval.

RESOLUTION

TOWN OF HORIZON CITY, TEXAS

WHEREAS, on or about February 6, 2023, the Town of Horizon City (“City”) entered into discussions regarding a Construction Management Services Agreement (“Agreement”) with Huitt Zollars (“Huitt”) for the street and drainage improvement project on the Oxbow, Pawling, and Breaux Street Project (“Project”); and

WHEREAS, on or about April 11, 2023, based on a process to select a firm based on qualifications, the Town Council selected the Engineer as the most qualified engineering firm for the Project; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Agreement; and

WHEREAS, staff recommends Council to authorize the Mayor to execute the Agreement with Huitt for the Project; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF HORIZON CITY, TEXAS:

That the Mayor is hereby authorized to execute the Construction Management Services Agreement between the City and Huitt Zollars for the Oxbow, Pawling, and Breaux Street and Drainage Improvement Project.

ADOPTED AND EFFECTIVE the ___ day of June 2023.

TOWN OF HORIZON CITY

Andres Renteria
Mayor

ATTEST

Elvia Schuller, TMRC
City Clerk

APPROVED AS TO FORM

Sylvia Borunda Firth
Marianella Joseph
Assistant City Attorneys

**ARTICLE I.
ATTACHMENTS**

1.1. The below attachments are hereby attached to this Agreement for the construction management and field engineering and inspection services for the Pawling Dr. and Oxbow Dr. Improvements and Breaux St. Reconstruction Project and are incorporated herein by reference for all purposes as follows:

Attachment “A” Scope of Services for the Project

Attachment “B” Certificates of Insurance

Attachment “C” Certificate of Interested Parties (Texas Ethics Commission)

ARTICLE II.

**PROJECT COVERED UNDER THIS
AGREEMENT**

2.1 The City hereby agrees to retain the Engineer and the Engineer agrees to perform professional services for the Project to perform professional construction management, construction administration services, including Field Engineering and Inspection Services, as a Professional Engineer for the covered by this Agreement. The Engineer will also contract with a geotechnical firm to conduct the materials testing required during construction. The Engineer's services shall consist of the Scope of Services as further described in **Attachment "A"**.

2.2 The Engineer shall serve as the City's professional representative in the Project and shall give consultation and advice to the City during the performance of services.

2.3 The City shall provide all available information to the Engineer as to the Project for which Engineer will provide the services for the City.

2.4 The City hereby designates the CIP Manager as the City's representative with respect to the professional services to be provided by the Engineer pursuant to this Agreement. The CIP Manager shall have complete authority to transmit instructions, receive information, interpret and define City's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. The CIP Manager will render written decisions within a five working day time period.

**ARTICLE III.
ENGINEER FEES AND PROJECTS BUDGET**

3.1 PAYMENT TO ENGINEER. The City shall pay for the Engineer's Services as follows:

3.1.1 Pawling Dr. and Oxbow Dr. based on the pre-established rates, in a lump sum amount of Eighty Two Thousand Seven Hundred and No/100 Dollars (\$82,700.00) for the Proposed Construction Management Office Support, AND an amount not to exceed Two Hundred And Two Thousand Nine Hundred Forty-Five Dollars and No/100 (\$202,945.00) for RPR Inspection Services (billed hourly) and Geotechnical Testing Services, as further set forth in **Attachment "A"**.

3.1.2 Breaux St. based on the pre-established rates, in a lump sum amount of Fifty Two Thousand Seven Hundred and Forty No/100 Dollars (\$52,740.00) for the Proposed Construction Management Office Support, AND an amount not to exceed One Hundred And Five Thousand Nine Hundred and Ninety Dollars and No/100 (\$105,990.00) for RPR Inspection Services (billed hourly) and Geotechnical Testing Services as further set forth in **Attachment "A"**.

The amounts listed as fees within the detailed breakdowns of the anticipated and estimated services as set forth in **Attachment "A"**, are estimated amounts of the total cost for this Agreement. The Mayor may authorize the additional Consultant services for this Agreement in an amount not to exceed ten percent (10%) of the total estimated Project contract cost. Should further services, exceeding the cost for this Project, be necessary, such additional services and payment must be approved by the City Council.

3.2 ENGINEER'S SERVICES. The Engineer shall provide Office and Field Engineering Support Services and Field Engineering and Inspection Services for the Project as set forth in "**Attachment A**".

3.3 ENGINEER'S INVOICES. The Engineer shall bill the City separately for the services under this Agreement not more often than monthly, through written invoices. Invoices shall indicate the costs for the various services.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget(s), the total amount(s) authorized for the Engineer, the current invoiced amount(s) and the amount(s) billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established

schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The City agrees to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt. Upon dispute, however, the City may, upon notice to the Engineer, withhold payment to the Engineer for the amount in dispute only, until such time as the exact amount of the disputed amount due the Engineer is determined. The total amount paid to Engineer shall not exceed Engineer's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Engineer and not passed on to the City or otherwise paid by the City, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The Engineer will follow the Contractor's schedule. The Contractor's construction schedule for Pawling Dr. and Oxbow Dr. is Two Hundred and Ten (210) days. The Contractor's construction schedule for Breaux St. is One Hundred and Twenty (120) days. The Construction Management Services for the Project shall continue through the completion of the Project, and as stated in the Schedule in **Attachment "A"**.

4.2 TERMINATION. This Agreement for the Project may be terminated separately without affecting any other Agreement or amendment by and between the parties for any other project, as provided herein. In the event of a termination of this Agreement, in whole or in part, the Engineer shall surrender all Project related documents to the City within five (5) business days of the effective date of the termination.

4.2.1 TERMINATION BY CITY. It is mutually understood and agreed by the Engineer and City that the City may terminate this Agreement, in whole or in part for the convenience of the City, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Engineer shall cease the performance of services under this Agreement. Upon such termination, the Engineer shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the City's notice of termination. City shall compensate Engineer in accordance with this Agreement; however, the City may withhold any payment to the Engineer that is

held to be in dispute for the purpose of set-off until such time as the exact amount due the Engineer from the City is determined. Nothing contained herein, or elsewhere in this Agreement shall require the City to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.2.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Engineer and City that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of seven (7) consecutive calendar days to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the City retains the right to immediately terminate this Agreement for default if the Engineer violates any local, state, or federal laws, rules, or regulations that relate to the performance of this Agreement. In the event of termination by the City pursuant to this subsection, the City may withhold payments to the Engineer for the purpose of setoff until such time as the exact amount due the Engineer from the City is determined.

4.2.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement. The provisions set forth in Section 5.2 shall survive the termination of this Agreement and continue to be applicable to the Agreement, unless otherwise specifically agreed to by the Parties.

ARTICLE V. INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Engineer shall maintain insurance during the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.2 CITY AS ADDITIONAL INSURED. The City shall be named as an Additional Insured on all of the Engineer's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance. The Engineer shall provide to the City any defense provided by the Engineer's general liability insurance policies.

5.1.3 PROOF OF INSURANCE. Upon request from the City, the Engineer shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

5.1.4 GENERAL INSURANCE PROVISIONS. All certificates required herein, or copies thereof, shall be attached hereto and incorporated for all purposes as **Attachment "B"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

5.2 INDEMNIFICATION.

The Engineer agrees to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors, and employees (collectively, City) against all claims, damages, liabilities or costs, including reasonable attorneys' fees and defense costs in proportion to Engineer's liability, to the extent caused by the Engineer's negligent acts, intentional torts or errors and omissions in the performance of professional services under this Agreement and that of its subcontractors over which Engineer exercises control or anyone for whom the Engineer may legally be held liable for.

The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees and subconsultants (collectively, Engineer) against all damages, liabilities or costs including reasonable attorneys' fees and defense costs, to the extent caused by the City's negligent acts in connection with projects under the Agreement and amendments thereto or anyone for whom the City is legally liable, provided however, the liability of the City shall be subject to its sovereign immunity and the City reserves and does not waive its rights of sovereign immunity and similar rights, including but not limited to any immunity, rights, defenses, and limitations on monetary damages under the Texas Tort Claims Act, as may be amended.

Neither the City nor the Engineer shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the negligence of others except as is specifically provided for herein.

ARTICLE VI. GENERAL PROVISIONS

6.1 ENGINEER'S QUALITY OF WORK. Services provided by the Engineer under this Agreement shall be performed with the professional skill and care ordinarily provided by competent engineers practicing in El Paso County, Texas and under the same or similar circumstances and professional license, and such work shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

6.2 AUDITING RECORDS FOR THIS PROJECT. Engineer's records subject to audit shall include but not be limited to records which, in the City's discretion, have a bearing on matters of interest to the City in connection with the Engineer's work on the Project for the City and shall be open to inspection and subject to audit and/or reproduction by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Engineer's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursable expenses, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs as they may apply to costs associated with this Agreement. In those situations where Engineer's records have been generated from computerized data, Engineer agrees to provide City's representatives with extracts of data files in computer-readable format on data disks or a suitable alternative computer data exchange format.

The City or its designee shall be entitled, at its expense, to audit all of the Engineer's records related to this Project, and shall be allowed to interview any of the Engineer's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photocopying (at the City's sole expense) of selected documents from time to time at a reasonable time and place and charges to the City if Engineer is making copies for the City under this section at the request of the City.

6.3 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the City and the Engineer, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

6.4 VENUE. For the purpose of determining the place and the law governing the same, this Agreement is entered into in the Town of Horizon City and in the County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

6.5 **GOVERNING LAW.** The Engineer shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

6.6 **CAPTIONS.** The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

6.7 **SEVERABILITY.** Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

6.8 **NOTICES.** Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the City: The Town of Horizon
City Ruben Mendoza,
Mayor 14999 Darrington
Road Horizon City, Texas
79928

With a Copy
to: The Town of Horizon City
Michelle Garcia
Director of Planning
14999 Darrington Road
Horizon City, Texas
79928

To the
Engineer: Huitt-Zollars, Inc.
Attn: Isabel Vasquez, P.E.
5822 Cromo Drive, Suite
210 El Paso, Texas 79912

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

6.9 ATTORNEY'S FEES. Should either Party to this Agreement bring suit against the other Party for any matter relating to this Agreement, the prevailing Party shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

6.9 CONFLICTING PROVISIONS - ATTACHMENTS. Any provision contained in any Attachments to this Agreement which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

6.10 ENTIRE AGREEMENT FOR PROJECT. This Agreement including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral, with respect to the Project as defined under this Agreement. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

6.11 Documents and Data, Licensing of Intellectual Property, and Copyright. All draft and final Documents and Data produced by Engineer during the term of the Agreement shall be and remain the property of the City. For purposes of this Agreement, the term “Documents and Data” includes any original work, reports, analyses, plans, drawings, designs, renderings, specifications, notes, summaries, charts, schedules, spreadsheets, calculations, lists, data compilations, documents, or any other material developed and assembled by or on behalf of the City in the performance of this Agreement. It also includes any medium in which the Documents and Data are kept, including digitally, magnetically, or electronically. This Agreement creates, at no cost to the City, a perpetual license for the City to use any picture, video, music, brochure, writing, trademark, logo, or other work created by the Contractor for the use of the City, as a “Work Made for Hire” as defined by federal copyright law. The City, as the author and owner of the copyright to the Work Made for Hire, may alter, reproduce, distribute, or make any other use of the Work Made for Hire as it deems appropriate.

6.12 Standard of Care for Architects and Engineers. Services must be performed with the professional skill and care ordinarily provided by competent licensed engineers or registered architects practicing in the same or similar locality and under the same or similar circumstances and professional license. Services must be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent licensed engineer or registered architect.

6.13 Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex. Gov’t Code. Under the provisions of this statute:

- (1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission, attached and incorporated herein as Attachment C, that includes:

(a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and

(b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

6.14 Compliance with Laws. The Engineer must comply with the federal, state, and local laws, rules and regulations applicable to the Project and its services under this Agreement.

6.15 Prohibition on Contracts with Companies Boycotting Israel. Certain contracts for goods and services are subject to the requirements of Section 2270.002, Tex. Gov't Code (H.B. 89, as amended by H.B. 793). Specifically, this statute applies to contracts for goods and services that:

- (1) are between the City and a company with 10 or more full-time employees; and
- (2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

If this is a contract to which the verification requirement applies, the City has approved a verification form, attached and incorporated herein as Exhibit D, which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

TOWN OF HORIZON CITY:

Andres Renteria, Mayor

Dated: June_____, 2023

ATTEST:

Elvia Schuller
Town Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Marianella Joseph
Assistant City Attorney

Michelle Garcia
Planning Director

ENGINEER:
Huitt-Zollars, Inc.

By: _____

Printed name: _____

Title: _____

Dated: June _____, 2023

(Acknowledgements on the following page)

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of June 2023, by **Andres Renteria**, as **Mayor** of the **Town of Horizon City, Texas**.

Notary Public, State of Texas

My commission expires:

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of June 2023, by _____, as _____ of **Huitt-Zollars, Inc.**

Notary Public, State of Texas

My commission expires:

Memorandum

To: Michelle Garcia, AICP, CNU-A
Planning Director
Town of Horizon City

From: Isabel Vasquez, PE
Huitt-Zollars, Inc.

Subject: Construction Management Services
Street Improvements for Pawling Dr and Oxbow Dr (Between Darrington Rd and Breaux St)
Street Improvements for Breaux St. (Between Horizon Blvd and Nunda Ave)

Date: April 28, 2023 (*Revised*)

Huitt-Zollars is this submitting fee proposal for the Town's consideration for Construction Management Services for Street Improvements for Pawling Dr and Oxbow Dr (Between Darrington Rd and Breaux St) and Street Improvements for Breaux St. (Between Horizon Blvd and Nunda Ave).

Please find the attached Scope of Services and fee breakdown.

Deliverables

Deliverables consist of reviewed submittals, the RPR daily field logs and photos, and Closeout documents, progress meeting minutes, reviewed certified payrolls, and approved Contractor Pay Applications.

Schedule

Upon the Town's authorization to proceed, Huitt-Zollars will perform the tasks as outlined in the Scope of Services.

The Contractor's construction schedule for Street Improvements for Pawling Dr and Oxbow Dr is 210 calendar days.

The Contractor's construction schedule for Street Improvements for Breaux St is 120 calendar days.

Huitt-Zollars will follow the Contractor's construction schedule.

Compensation

Pawling Dr and Oxbow Dr

Huitt-Zollars fees of **\$82,700** are proposed **Construction Management Office Support (Lump Sum)** and **\$146,295** for **RPR Inspection Services (Hourly)**. Detailed breakdowns of the fees are enclosed for your review.

Breaux St.

Huitt-Zollars fees of **\$52,740** are proposed **Construction Management Office Support (Lump Sum)** and **\$80,240** for **RPR Inspection Services (Hourly)**. Detailed breakdowns of the fees are enclosed for your review.

Thank you for the opportunity to provide this proposal. Please feel free to call if you have any questions.

**TOWN OF HORIZON
STREET IMPROVEMENTS FOR PAWLING DR AND OXBOW DR**

CONSTRUCTION PHASE SERVICES

PRIME CONSULTANT:
HUITT-ZOLLARS, INC.

April 28, 2023

1	DIRECT LABOR	MANHOURS	RATE/HOUR	COST	TOTAL
LABOR: OFFICE AND CONSTRUCTION SUPPORT					
	Principal in Charge - Isabel Vasquez, PE	2	\$265.00	\$530	
	Project Manager - Roxanna Medina, P.E.	290	\$225.00	\$65,250	
	Engineer Intern-Fernie Briones	106	\$115.00	\$12,190	
	Resident Project Representative - Eric Lara	7	\$130.00	\$910	
	CAD/Tech - Josh Klages	0	\$100.00	\$0	
	Project Support - Mercy Kieffe	36	\$90.00	\$3,240	
	TOTAL MANHOURS	441			\$82,120
2 DIRECT COSTS					
	OUTSIDE PRINT. & REPRO. (REPORTS, PHOTOS)			\$100.00	
	MILEAGE @ \$0.655/MILE: To City @ 60 mi/trip 12 trips (Deliveries/Mtgs)			\$480.29	
	Engineer to Site @ 60 mi/trip 7 (Site Visits); 2 (Res. Contr prblms); 2 (substn/final); 1 (Pre-Construction)= 12 trips				
	TOTAL DIRECT COSTS				\$ 580
3 SUBTOTAL CONTRACT COST, SUMMATION OF ITEMS 5-6 (OFFICE AND CONSTRUCTION SUPPORT)					\$82,700
4	DIRECT LABOR	MANHOURS	RATE/HOUR	COST	TOTAL
LABOR: Field Engineering/Inspection Services					
	Resident Project Representative - Eric Lara	1080	\$130.00	\$140,400	
	TOTAL MANHOURS	1080			\$ 140,400.00
5 DIRECT COSTS					
	MILEAGE @ \$0.655/MILE:			\$5,895.00	
	RPR to Site @ 60 mi/trip = 150 trips				
	TOTAL DIRECT COSTS				\$ 5,895.00
6 SUBTOTAL CONTRACT COST, SUMMATION OF ITEMS 8-11 (FIELD ENGINEERING AND INSPECTION)					\$ 146,295
7 TOTAL CONTRACT COST					\$ 228,995

STREET IMPROVEMENTS TO PAWLING DR AND OXBOW DR

CONSTRUCTION PHASE SERVICES

MANHOOR ESTIMATE

04/28/23

Task	Description	PIC/QC Isabel Vasquez \$ 265.00	Project Manager Roxanna Medina \$ 225.00	Engineer Intern Fernie Briones \$ 115.00	Resident Project Representative Eric Lara \$ 130.00	CADD Josh Klages \$ 100.00	Project Support Mercy Kieffe \$ 90.00	Total Hours
Construction Phase Services								
B	Office and Field Engineering							
1	Office & Field Engineering Support Services							
	a. Prepare and conduct a pre-construction meeting, prepare minutes		3	4			1	8
	b. Set-up and maintain electronic management system. (Newforma)							0
	c. Make periodic visits to project site (7 visits total; 3 hours per visit)		16	6				22
	d. Issue instructions from owner to contractor thru RPR		24					24
	e. Provide construction administration and supervise field-engineering staff for the project. (4 hrs/wk for 30 weeks)		100	20				120
	f. Review Shop Drawings and submittals		8	16				24
	g. Conduct bi-weekly progress meetings and prepare and dist. minutes (16 mtgs. @ 1.5 hrs/mtg)		24				16	40
	h. Provide monthly activities report (8 reports @2.0 hrs./report)		16				8	24
	i. Make necessary interpretations and clarifications of contract documents		16	8				24
	j. Answer and respond to RFIs from contractor.		16	16				32
	k. Review and prepare work directive changes (WDC), negotiate with Contractor, prepare cost-price analysis, coordinate with agencies		24	12			4	40
	l. Review and provide decision as to suitability of work to RPR		16					16
	m. Approve amounts of progress payments due to Contractor (7 x 1 hr / ea)		7		7			14
	n. Provide substantial completion inspection walk-thru		8				2	10
	o. Issue engineer's certificate of substantial completion		4				1	5
	p. Perform final inspection of project; prepare engineer's certificate of final completion; close out package; and evaluation of contractor's performance.	2	8	24			4	38
Sub-totals		2	290	106	7	0	36	441
Sub-cost		\$ 530	\$ 65,250	\$ 12,190	\$ 910	\$ -	\$ 3,240	\$ 82,120
C	Field Engineering and Inspection Services							
	(8 hrs/day for 40 working days 6 hrs/day for 95 working days; 4 hrs/day for 20 days)				1080			1080
Sub-totals		0	0		1080	0	0	1080
Sub-cost		\$ -	\$ -	\$ -	\$ 140,400	\$ -	\$ -	\$ 140,400
Total Man-hours		2	290	106	1087	0	36	1521
Total Cost		\$ 530	\$ 65,250	\$ 12,190	\$ 141,310	\$ -	\$ 3,240	\$ 222,520
		Prin.	Project Manager	Project Engineer	Resident Project Representative	CADD	Project Support	Total Hours

**TOWN OF HORIZON
STREET IMPROVEMENTS FOR BREAUX ST
CONSTRUCTION PHASE SERVICES**

PRIME CONSULTANT:
HUITT-ZOLLARS, INC.

April 28, 2023

1	DIRECT LABOR	MANHOURS	RATE/HOUR	COST	TOTAL
LABOR: OFFICE AND CONSTRUCTION SUPPORT					
	Principal in Charge - Isabel Vasquez, PE	2	\$265.00	\$530	
	Project Manager - Roxanna Medina, P.E.	190	\$225.00	\$42,750	
	Engineer Intern-Fernie Briones	55	\$115.00	\$6,325	
	Resident Project Representative - eric Lara	5	\$130.00	\$650	
	CAD/Tech - Josh Klages	0	\$100.00	\$0	
	Project Support - Mercy Kieffe	22	\$90.00	\$1,980	
	TOTAL MANHOURS	274			\$52,235
2 DIRECT COSTS					
	OUTSIDE PRINT. & REPRO. (REPORTS, PHOTOS)			\$100.00	
	MILEAGE @ \$0.655/MILE: To City @ 60 mi/trip 10 trips (Deliveries/Mtgs)			\$405.14	
	Engineer to Site @ 60 mi/trip 5 (Site Visits); 2 (Res. Contr prblms); 2 (substn/final); 1 (Pre-Construction)= 10 trips				
	TOTAL DIRECT COSTS				\$ 505
3 SUBTOTAL CONTRACT COST, SUMMATION OF ITEMS 5-6 (OFFICE AND CONSTRUCTION SUPPORT)					\$52,740
4	DIRECT LABOR	MANHOURS	RATE/HOUR	COST	TOTAL
LABOR: Field Engineering/Inspection Services					
	Resident Project Representative - Eric Lara	590	\$130.00	\$76,700	
	TOTAL MANHOURS	590			\$ 76,700.00
5 DIRECT COSTS					
	MILEAGE @ \$0.655/MILE:			\$3,540.01	
	RPR to Site @ 60 mi/trip = 90 trips				
	TOTAL DIRECT COSTS				\$ 3,540.01
6 SUBTOTAL CONTRACT COST, SUMMATION OF ITEMS 8-11 (FIELD ENGINEERING AND INSPECTION)					\$ 80,240
7 TOTAL CONTRACT COST					\$ 132,980

**TOWN OF HORIOZN
STREET IMPROVEMENTS FOR BREAUX ST**

CONSTRUCTION PHASE SERVICES

MANHOOR ESTIMATE

04/28/23

Task	Description	PIC/QC	Project Manager	Engineer Intern	Resident Project Representative	CADD	Project Support	Total Hours
		Isabel Vasquez \$ 265.00	Roxanna Medina \$ 225.00	Fernie Briones \$ 115.00	Eric Lara \$ 130.00	Josh Klages \$ 100.00	Mercy Kieffe \$ 90.00	
Construction Phase Services								
B	Office and Field Engineering							
1	Office & Field Engineering Support Services							
	a. Prepare and conduct a pre-construction meeting, prepare minutes		3	2			1	6
	b. Set-up and maintain electronic management system. (Newforma)							0
	c. Make periodic visits to project site (4 visits total; 3 hours per visit)		12					12
	d. Issue instructions from owner to contractor thru RPR		12					12
	e. Provide construction administration and supervise field-engineering staff for the project. (4 hrs/wk for 17 weeks)		68					68
	f. Review Shop Drawings and submittals		4	8				12
	g. Conduct bi-weekly progress meetings and prepare and dist. minutes (9 mtgs. @ 1.5 hrs/mtg)		13				9	22
	h. Provide monthly activities report (5 reports @2.0 hrs./report)		10				5	15
	i. Make necessary interpretations and clarifications of contract documents		12	6				18
	j. Answer and respond to RFIs from contractor.		12	4				16
	k. Review and prepare work directive changes (WDC), negotiate with Contractor, prepare cost-price analysis, coordinate with agencies		12	8			4	24
	l. Review and provide decision as to suitability of work to RPR		12					12
	m. Approve amounts of progress payments due to Contractor (5 x 1 hr / ea)		5		5			10
	n. Provide substantial completion inspection walk-thru		6	8				14
	o. Issue engineer's certificate of substantial completion		1	3			1	5
	p. Perform final inspection of project; prepare engineer's certificate of final completion; close out package; and evaluation of contractor's performance.	2	8	16			2	28
Sub-totals		2	190	55	5	0	22	274
Sub-cost		\$ 530	\$ 42,750	\$ 6,325	\$ 650	\$ -	\$ 1,980	\$ 52,235
C	Field Engineering and Inspection Services							
	(6 hrs/day for 85 working days; 4 hrs/day for 20 working days)				590			590
Sub-totals		0	0		590	0	0	590
Sub-cost		\$ -	\$ -	\$ -	\$ 76,700	\$ -	\$ -	\$ 76,700
Total Man-hours		2	190	55	595	0	22	864
Total Cost		\$ 530	\$ 42,750	\$ 6,325	\$ 77,350	\$ -	\$ 1,980	\$ 128,935
		Prin.	Project Manager	Project Engineer	Resident Project Representative	CADD	Project Support	Total Hours

RESOLUTION

TOWN OF HORIZON CITY, TEXAS

WHEREAS, on or about _____, 20__, the Town of Horizon City (“City”) entered into discussions regarding a Design Agreement (“Agreement”) with Huitt Zollars (“Huitt”) for the design of the 2023 Street Resurfacing Project (“Project”); and

WHEREAS, the City Council finds it in the best interest of the City to approve the Agreement; and

WHEREAS, the City recommends Council to authorize the Mayor to execute the Agreement with Huitt for the Project; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF HORIZON CITY, TEXAS:

That the Mayor is hereby authorized to execute the Design Agreement between the City and Huitt Zollars for the 2023 Street Resurfacing Project.

ADOPTED AND EFFECTIVE the ___ day of June 2023.

TOWN OF HORIZON CITY

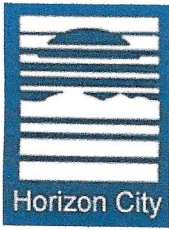
**Andres Renteria
Mayor**

ATTEST

**Elvia Schuller, TMRC
City Clerk**

APPROVED AS TO FORM

**Sylvia Borunda Firth
Marianella Joseph
Assistant City Attorneys**



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: June 19, 2023
To: Honorable Mayor and Members of City Council
From: Teresa Quezada, CIP Manager
SUBJECT: On a Resolution authorizing the Mayor to sign an Interlocal Public Service Transit and Contribution Agreement for Fiscal Year 2023 with the El Paso Area Transportation Services, LGC

*Teresa Quezada
6/19/23*

In November 2021, the formation of the El Paso Area Transportation Services (EPATS) Local Government Corporation (LGC) was approved by the Office of the Secretary of State. The LGC's initial purpose is to provide enhanced transit services to El Paso County, particularly the smaller communities outside of the City of El Paso and the Sun Metro service area.

Since then, the LGC Board of Directors along with County Transit staff have been working to assess financial sources to support transit services, identify cost-effective routes in the new service areas, determine how to allocate costs among participating governmental agencies, and manage the proposed transit services.

This agreement addresses the various entities' contributions as well as setting forth the parties' responsibilities.

Horizon City's contribution for FY 2023, ending on September 30, 2023, is \$63,578.

Other provisions in the agreement include:

- Naming the Rio Grande Council of Governments (COG) as the administrative and Fiscal Agent for the LGC (Paragraph 3).
- Authorizing the EPATS LGC to make necessary and appropriate changes to transit services including emergency changes (Paragraphs 5 and 11).
- Establishing El Paso County's maintenance responsibilities regarding the bus stops and related amenities (Paragraph 14).
- Establishing member entities' responsibilities regarding use of that specific jurisdiction's streets and assistance in marketing and communications regarding the Transit Service (Paragraph 15).

The participation agreement does not modify the EPATS LGC's bylaws or Horizon City's participation on the LGC's Board of Directors. Currently, Ms. Garcia, Planning Director, serves on the Board of Directors.

An updated FY 2024 participation agreement will be developed during the summer 2023.

Staff recommends approval of the resolution.

RESOLUTION

WHEREAS, the members of the El Paso Area Transportation Service Local Government Corporation (“EPATS, LGC”) include El Paso County, the Town of Horizon City, the Village of Vinton, and the City of San Elizario (“Members”); and

WHEREAS, EPATS, LGC is organized for the purpose of encouraging and assisting local units of government to join and cooperate with one another to provide and deliver regional multimodal transportation solutions for the residents of the Greater El Paso Community; and

WHEREAS, the Members are committed to working together to provide and improve the Transit Service in El Paso County; and

WHEREAS, the Members have agreed to enter into this Agreement in order to make a financial commitment to support the Transit Service for fiscal year 2023.

WHEREAS, the City Council of the Town of Horizon City finds that this financial contribution is for the good and service of the Town of Horizon City as members of the EPATS, LGC; and

WHEREAS, the City Council of the Town of Horizon City hereby agrees to pay EPATS the sum of \$63,578.00 for fiscal year 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF HORIZON CITY, TEXAS:

That the Mayor be authorized to sign the Interlocal Public Service Transit Agreement and Contribution Agreement for Fiscal Year 2023 as members of the El Paso Area Transportation Service Local Government Corporation.

PASSED AND ADOPTED this _____ day of _____, 2023.

TOWN OF HORIZON CITY

Andres Renteria
Mayor

ATTEST:

Elvia Schuller, TRMC
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Marianella Joseph
Assistant City Attorney

Michelle Garcia, AICP, CNU-A
Planning Director

STATE OF TEXAS §
 §
COUNTY OF EL PASO §
 §

**INTERLOCAL PUBLIC SERVICE TRANSIT AND CONTRIBUTION
AGREEMENT FOR FISCAL YEAR 2023**

This Agreement (“Agreement”) is made by and between the **EL PASO AREA TRANSPORTATION SERVICES, LGC** (“EPATS”) and **TOWN OF HORIZON CITY** (“HORIZON”), **VILLAGE OF VINTON** (“VINTON”), and **CITY OF SAN ELIZARIO** (“SAN ELIZARIO”), acting by and through their duly authorized officials.

RECITALS

WHEREAS, EPATS is a local government corporation organized and existing under the laws of the State of Texas for the purpose of encouraging and assisting local units of government to join and cooperate with one another to provide and deliver regional multimodal transportation solutions (the “Transit Service”) for the residents of the Greater El Paso community; and

WHEREAS, HORIZON, VINTON, and SAN ELIZARIO, each of which is a political subdivision of the State of Texas (hereinafter collectively, the “Member Entities”) are members of EPATS and each has appointed a representative to serve on the EPATS Board of Directors; and

WHEREAS, the Member Entities are committed to working together to provide and improve the Transit Service in El Paso County; and

WHEREAS, EPATS and the Member Entities desire to enter into this Agreement in which each Member Entity will make a financial commitment to support the Transit Service for fiscal year 2023; and

WHEREAS, the Member Entities acknowledge that they have received an informative presentation from the Texas A&M Transportation Institute (“TTI”) explaining the Transit Service for fiscal year 2023, the different funding sources for the Transit Service, and the methodology used by TTI to calculate the amount of the financial commitment to be made by each Member Entity to support the Transit Service (the “local contribution”); and

WHEREAS, pursuant to and under the authority of the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, EPATS and the Member Entities are authorized to enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants, conditions, provisions, and mutual benefits received as set forth herein, which is hereby acknowledged by EPATS and the Member Entities, the parties agree as follows:

AGREEMENT

1. **Effective Date:** This Agreement becomes effective when signed by the authorized representatives for EPATS and the Member Entities.
2. **Termination:** This Agreement terminates on September 30, 2023, unless before September 30, 2023:
 - a. This Agreement is terminated in writing with the consent of EPATS and the Member Entity seeking termination of the Agreement; or
 - b. This Agreement is terminated by EPATS by providing the Member Entities with thirty (30) days written notice; or
 - c. This Agreement is terminated by EPATS or a Member Entity upon the failure of any other party to fulfill the obligations outlined in this Agreement by providing all parties with thirty (30) days written notice.
3. **Administrative and Fiscal Agent:** The Rio Grande Council of Governments (“COG”) serves as the administrative and fiscal agent for EPATS.
4. **Transit Service:** All Member Entities have reviewed and approved the Transit Service for fiscal year 2023, which is based on a study conducted by TTI. Except where changes have been or will be made, the Transit Service shall be according to **Exhibit A**, which is attached to and made a part of this Agreement.
5. **Changes to Transit Service:** EPATS must approve all changes, modifications, and deviations to the Transit Service. The Member Entities agree that in order to provide maximum flexibility in the day-to-day operation of the Transit Service, EPATS is allowed to make any and all reasonable changes to the Transit Service, though EPATS must notify the Member Entities of any material changes as soon as possible, but no later than thirty (30) days after a material change to the Transit Service.
6. **Local Contribution Amounts:** Each Member Entity must pay the full amount of its local contribution within fourteen (14) business days of this Agreement’s effective date. EPATS and the Member Entities agree to the following local contributions amounts:¹
 - a. HORIZON will pay EPATS the sum of \$63,578 for fiscal year 2023.
 - b. VINTON will pay EPATS the sum of \$19,739 for fiscal year 2023.
 - c. SAN ELIZARIO will pay EPATS the sum of \$23,600 for fiscal year 2023.

¹ See TTI charts explaining local contribution amounts, which are attached to and made a part of this Agreement as **Exhibit B**.

7. **Use of Contribution Amount:** The Member Entities agree that EPATS can use all funds received under this Agreement for any and all lawful purposes necessary to carry out its duties and functions in connection with the Transit Service.
8. **Refund of Contribution Amount:** If EPATS or a Member Entity terminates this Agreement before September 30, 2023, the Member Entity may request a refund of the remaining balance of its contribution amount that has not yet been used, spent, promised, or allocated by EPATS towards the Transit Service.
9. **Notices and Payments:** All notices and payments required by this Agreement, including payment of the local contribution, must be sent to the Rio Grande Council of Governments by mail to the following address:

Rio Grande Council of Governments
Annette Gutierrez, Executive Director
8037 Lockheed Drive, Suite 100
El Paso, Texas 79925

With a copy to:
Kemp Smith LLP
Sergio M. Estrada
221 N. Kansas St., Suite 1700
El Paso, Texas 79901

NOTE: Payments submitted under this Agreement shall be made payable to: RIO GRANDE COUNCIL OF GOVERNMENTS

10. **Suspension of Transit Service:** If a Member Entity fails to pay its local contribution amount, EPATS may immediately suspend all services provided to the Member Entity.
11. **Emergency Changes to Transit Service:** Notwithstanding anything to the contrary, EPATS and the Member Entities agree that the County of El Paso has the right to take immediate action to initiate a change, if necessary, without prior EPATS approval if the service change is needed to address a safety issue or any significant public concern. The County will provide notice to EPATS of any such change at the next EPATS Board meeting, or as soon as possible. The service change will be included in a subsequent service plan and budget for EPATS adoption. Required detours or other short-term changes do not require any notification to or action of EPATS.
12. **Public Meetings:** Each Member Entity agrees to participate in public meetings pertaining to the Transit Service, assist with the coordination of such events including coordination with the marketing efforts for EPATS, and facility locations where public meetings can be hosted with easy access to the community. Each Member Entity shall be responsible for advertising and announcing public meetings on any of its social platforms.
13. **EPATS Duties and Responsibilities:** EPATS shall create and implement necessary policies for the Transit Service, public engagement, marketing plans, and the functioning

and operation of EPATS, which may be revised from time to time (“**EPATS Board Policies**”).

- 14. El Paso County Duties and Responsibilities:** El Paso County shall clean and maintain the bus stops and related amenities consistent with the Transit Service. Maintenance shall include, by example and not limitation, cleaning and removal of any trash, graffiti, debris, snow, ice, or other hazards and obstacles.

The County shall install and maintain bus stop poles and signs at bus stops for the Transit Service. The graphics used for the signs and the locations of the poles and signs shall be approved by El Paso County prior to installation. Any repairs to the bus stops will meet the same specifications as provided by El Paso County construction specifications.

County of El Paso, at its own expense, where applicable, shall construct and maintain (or cause to be constructed and maintained) all necessary facilities at the bus stop(s), including by example and not limitation, any necessary sidewalks, pavement, lighting, or bus shelters. Maintenance shall include cleaning of any trash, debris, snow, ice, or other hazards or obstacles at bus stops. However, each Member Entity shall be responsible for the infrastructure required to close any gaps in pedestrian connectivity to the bus shelter facility.

- 15. Member Entities Duties and Responsibilities:** Each Member Entity shall permit EPATS to operate the Transit Service on its streets and at approved bus stops. Each Member entity shall provide all maintenance of the streets as necessary and shall be responsible for wear and tear of pavement surfaces.

Each Member Entity shall provide the County of El Paso with guidance and will help expedite the obtaining of all permits, licenses, inspections, and permissions required for the Service in their jurisdiction.

Each Member Entity shall assist in marketing and communications regarding the Transit Service to residents using the Member Entity’s website, resident newsletter, or other methods of communication controlled by the Member Entity or the County of El Paso.

- 16. No Indemnification:** The Parties agree that no Party will have the right to seek indemnification or contribution from any other Party for any losses, costs, expenses, or damages arising from this Agreement. Each Party must handle any claims resulting from their actions in this Agreement. Each Party agrees that each will be responsible for the acts or omissions of its respective representatives.

17. General Provisions:

- A. No Waiver.** A Party may waive any default without waiving any prior or subsequent defaults. A Party’s failure to exercise or delay in exercising any right under this Agreement will not operate as a waiver of such right.

- B. Independent Contractor Relationship.** This Agreement does not create an employee-employer relationship among the Parties. Thus, any Party is not subject to the liabilities or obligations another Party obtains under the performance of this Agreement.
- C. Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- D. Confidentiality.** The Parties acknowledge that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).
- E. Governing Law.** Texas law governs this Agreement.
- F. Venue.** The venue for disputes regarding this Agreement among the Parties will be El Paso County, Texas.
- G. Severability.** A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- H. Headings.** The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- I. Compliance with the Laws.** The Parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.
- J. Force Majeure.** There is no breach of contract should any Party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances beyond any Party's reasonable control. The delayed Party must resume performing its obligations in this Agreement after the reason for the delay is resolved.
- K. Successors and Assigns.** This Agreement is binding on the Parties and the Parties' successors and assigns. No Party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other Parties.
- L. Third-Party Beneficiaries.** There are no third-party beneficiaries for this Agreement.
- M. Provisions Surviving this Agreement.** Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement.
- N. Representations and Warranties.** Each of the persons executing this Agreement on behalf of any Parties hereby represents and warrants that they have full and complete authority to sign on behalf of their respective Party.

O. Amendments. This Agreement may be amended at any time by written instruments executed by the authorized officials of the Parties.

(Signature pages follow)

STATE OF TEXAS §
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COUNTY OF EL PASO §
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**INTERLOCAL PUBLIC SERVICE TRANSIT AND CONTRIBUTION
AGREEMENT FOR FISCAL YEAR 2023**

Signature page for El Paso Area Transportation Service Local Government Corporation

APPROVED this ____ day of June 2023.

Chair Carlos Leon
EPATS, LGC Board Chair

STATE OF TEXAS §
 §
COUNTY OF EL PASO §
 §

**INTERLOCAL PUBLIC SERVICE TRANSIT AND CONTRIBUTION
AGREEMENT FOR FISCAL YEAR 2023**

Signature page for Village of Vinton, Texas

APPROVED this ____ day of June 2023.

Rachel Quintana
Mayor

STATE OF TEXAS §
 §
COUNTY OF EL PASO §
 §

**INTERLOCAL PUBLIC SERVICE TRANSIT AND CONTRIBUTION
AGREEMENT FOR FISCAL YEAR 2023**

Signature page for Town of Horizon City, Texas

APPROVED this ____ day of June 2023.

Ruben Mendoza
Mayor

STATE OF TEXAS §
 §
COUNTY OF EL PASO §
 §

**INTERLOCAL PUBLIC SERVICE TRANSIT AND CONTRIBUTION
AGREEMENT FOR FISCAL YEAR 2023**

Signature page for City of San Elizario, Texas

APPROVED this ____ day of June 2023.

Isela Reyes
Mayor

EXHIBIT A

SERVICE FOR FISCAL YEAR 2023

County Bus FY2023 Service Plan

Service changes in FY2023 will be implemented in four phases, listed below. All services will be implemented as traditional, fixed-route County Bus service and will not contain any flexible-route service, general public demand response service, or Americans with Disabilities Act (ADA) paratransit service.¹ Future service changes beyond FY2023 will likely implement some or all of these additional services.

- Start of FY (October 1, 2022).
 - EPCT implemented Routes 30 and 31 on September 1, 2022, with proposed service levels, including Sunday service on both routes. Note that, effective early November 2022, EPCT will be altering the level of service and alignment of Routes 30 and 31 due to concerns raised by the communities served by those routes. For simplicity, TTI assumed that the November 2022 service levels and alignments have been in place since the beginning of the fiscal year (October 1, 2022).
 - Sunday service restarts on Route 50 (using its current alignment).
 - All other routes continue current service.
- January 9, 2023:
 - Route 20 will be shortened to terminate at Far East Transit Center.
 - Weekday service span and headways will remain the same.
 - No Sunday service.
 - Due to low demand and having a shorter route, Saturday service headways will increase from 50 minutes to 90 minutes, reducing the vehicle requirement to one vehicle.
 - All other routes continue service.
- July 31, 2023:
 - Routes 10 and 11 will be implemented with proposed service levels, including Sunday service on both routes.
 - All other routes continue service.

Summaries of the weekday, Saturday, and Sunday services by route are shown in Table 1, Table 2, and Table 3, respectively. Table 4 contains an overall summary of the FY2023 service changes

¹ The Phase 1 and Phase 2 plans, created by TTI, all recommend the implementation of flexible-route service and of general-public dial-a-ride service, meeting EPATS's obligations under the ADA. The FY2023 service changes do not include these service offerings; however, future service plans, as approved by EPATS, will add appropriate services to meet ADA requirements.

compared to pre-FY2023 services. The tables contain several transit terms, which are defined below:

- **Span:** refers to the hours of operation for a route—essentially the times when the route “opens” and “closes” for business.
- **Approx. Headway:** refers to the average number of minutes between buses during the day and time period in question.
- **Approx. Cycle Time:** refers to the average amount of time it will take for a bus to complete a round trip on the route. The cycle times shown include driving time plus estimated time boarding passengers but do not include recovery time, which is included in the overall route’s schedule in Attachment 2.
- **Round Trips:** refers to the number of round trips buses on the route will make in a given day.
- **Revenue Service Totals:** refers to the daily total revenue hours and miles operated by buses on the route in a given day.
- **Peak Vehicles:** refers to the number of buses needed at peak operation of the route. (Does not include spare buses needed in the fleet to accommodate maintenance.)

The service changes implemented in FY2023 will result in a substantial increase in weekly service—especially weekday and Sunday service. Weekday service will increase by 58 percent, from 103 daily hours of service to 163 daily hours of service. Sunday service will increase by 205 percent, from 16 Sunday hours of service to 49. The number of peak vehicles needed to operate service will also increase from 9 to 13 (excluding spare vehicles).

Table 1. FY2023 Weekday Service Plan

Route Information				Span			Approx. Headway (mins.)		Approx. Cycle Time (mins.)		Round Trips	Revenue Service Totals			Peak Vehicles
Route #	Scenario	Start Date	Effective Through	Start	Stop	Hrs.	Peak	Off-Peak	Peak	Off-Peak		Hours	Miles	Speed	
10	Current	10/1/22	7/30/23	5:42 AM	7:21 PM	13.7	43	91	86	91	13	18.9	422.5	22.4	2
10	Proposed	7/31/23	9/30/23	5:30 AM	7:30 PM	14.0	40	80	74	79	15	20.0	406.5	20.3	2
11	Proposed	7/31/23	9/30/23	5:30 AM	7:30 PM	14.0	70	75	65	71	12	13.9	254.2	18.3	1
20	Current	10/1/22	1/8/23	5:43 AM	8:06 PM	14.4	55	55	105	105	15	27.5	687.2	25.0	2
20	Truncated	1/9/23	9/30/23	5:45 AM	8:15 PM	14.5	50	50	94	85	17	28.3	540.6	19.1	2
30	Current			6:18 AM	8:00 PM	13.7	132	132	127	127	6	12.1	281.8	23.3	1
30	Proposed	10/1/22	9/30/23	5:30 AM	7:00 PM	13.5	60	60	109	116	14	27.0	537.3	19.9	2
31	Proposed	10/1/22	9/30/23	5:30 AM	8:00 PM	14.5	60	60	113	113	15	29.0	540.9	18.7	2
40	Current	10/1/22	9/30/23	6:43 AM	6:16 PM	11.6	99	99	94	94	7	11.4	333.8	29.3	1
50	Current	10/1/22	9/30/23	8:00 AM	6:00 PM	10.0	60	60	115	115	10	20.0	199.1	10.0	2
84	Current	10/1/22	9/30/23	5:48 AM	7:17 PM	13.5	90	90	90	90	9	13.4	233.8	17.5	1

Note: Values in the table may be rounded. The data in the table above contains a mix of finalized and illustrative service schedules. For all proposed services, the final schedule may be somewhat different than what is contained in this table. Changes may be necessary due to coordinating routes with other services, operational limitations, or other factors. The current Route 30 is only included for purposes of comparing the service with the new Route 30, which was implemented on October 1, 2022.

Table 2. FY2023 Saturday Service Plan

Route Information				Span			Approx. Headway (mins.)		Approx. Cycle Time	Round Trips	Revenue Service Totals			Peak Vehicles
Route #	Scenario	Start Date	Effective Through	Start	Stop	Hrs.	Peak	Off-Peak	All Day		Hours	Miles	Speed	
10	Current	10/1/22	7/30/23	5:42 AM	7:21 PM	13.7	43	91	91	13	18.9	422.5	22.4	2
10	Proposed	7/31/23	9/30/23	7:30 AM	4:30 PM	9.0	80	80	77	7	8.7	176.2	20.3	1
11	Proposed	7/31/23	9/30/23	7:30 AM	4:30 PM	9.0	70	70	70	7	8.2	154.7	18.9	1
20	Current	10/1/22	1/8/23	5:43 AM	8:06 PM	14.4	55	55	105	15	27.5	687.2	25.0	2
20	Truncated	1/9/23	9/30/23	7:45 AM	4:00 PM	8.3		90	82	6	8.3	174.9	21.2	1
30	Current			6:18 AM	8:00 PM	13.7	132	132	127	6	12.1	281.8	23.3	1
30	Proposed	10/1/22	9/30/23	8:00 AM	5:00 PM	9.0	105	105	104	4	7.0	159.2	22.7	1
31	Proposed	10/1/22	9/30/23	8:00 AM	5:30 PM	9.5	120	120	116	5	9.0	167.9	18.7	1
40	Current	10/1/22	9/30/23	6:43 AM	6:16 PM	11.6	99	99	94	7	11.4	333.8	29.3	1
50	Current	10/1/22	9/30/23	10:00 AM	6:00 PM	8.0		60	115	8	16.0	159.2	10.0	2
84	Current	10/1/22	9/30/23	7:18 AM	7:17 PM	12.0	90	90	90	8	11.9	207.5	17.5	1

Note: Values in the table may be rounded. The data in the table above contains a mix of finalized and illustrative service schedules. For all proposed services, the final schedule may be somewhat different than what is contained in this table. Changes may be necessary due to coordinating routes with other services, operational limitations, or other factors. The current Route 30 is included only for purposes of comparing the service with the new Route 30, which was implemented on October 1, 2022.

Table 3. FY2023 Sunday Service Plan

Route Information				Span			Approx. Headway (mins.)		Approx. Cycle Time	Round Trips	Revenue Service Totals			Peak Vehicles
Route #	Scenario	Start Date	Effective Through	Start	Stop	Hrs.	Peak	Off-Peak	All Day		Hours	Miles	Speed	
10	Current	10/1/22	7/30/23											
10	Proposed	7/31/23	9/30/23	7:30 AM	4:30 PM	9.0	80		72	7	8.7	176.2	20.3	1
11	Proposed	7/31/23	9/30/23	7:30 AM	4:30 PM	9.0	70		62	7	8.2	154.7	18.9	1
20	Current	10/1/22	1/8/23											
20	Truncated	1/9/23	9/30/23											
30	Current													
30	Proposed	10/1/22	9/30/23	8:00 AM	5:00 PM	9.0	105		104	4	7.0	159.2	22.7	1
31	Proposed	10/1/22	9/30/23	8:00 AM	5:30 PM	9.5	120		109	5	9.0	167.9	18.7	1
40	Current	10/1/22	9/30/23											
50	Current	10/1/22	9/30/23	10:00 AM	6:00 PM	8.0			115	8	16.0	159.2	10.0	2
84	Current	10/1/22	9/30/23											

Note: Values in table may be rounded. The data in the table above contains a mix of finalized and illustrative service schedules. For all proposed services, the final schedule may be somewhat different than what is contained in this table. Changes may be necessary due to coordinating routes with other services, operational limitations, or other factors. The current Route 30 is included only for purposes of comparing the service with the new Route 30, which was implemented on October 1, 2022.

Table 4. Summary of FY2023 Service Changes

PRE-FY23 SERVICES													
Route #	Scenario	Weekday			Saturday			Sunday			Weekly Total		
		Hours	Miles	Peak Vehicles	Hours	Miles	Peak Vehicles	Hours	Miles	Peak Vehicles	Hours	Miles	Peak Vehicles
10	Current	19	423	2	19	423	2				113	2,535	2
20	Current	28	687	2	28	687	2				165	4,123	2
30	Current	12	282	1	12	282	1				73	1,691	1
40	Current	11	334	1	11	334	1				68	2,003	1
50	Current	20	199	2	16	159	2	16	159	2	132	1,314	2
84	Current	13	234	1	12	208	1				79	1,376	1
Total		103	2,158	9	98	2,092	9	16	159	2	630	13,042	9
FY23 SERVICES													
Route #	Scenario	Weekday			Saturday			Sunday			Weekly Total		
		Hours	Miles	Peak Vehicles	Hours	Miles	Peak Vehicles	Hours	Miles	Peak Vehicles	Hours	Miles	Peak Vehicles
10	Proposed	20	407	2	9	176	1	9	176	1	117	2,385	2
11	Proposed	14	254	1	8	155	1	8	155	1	86	1,580	1
20	Truncated	28	541	2	8	175	1				150	2,878	2
30	Proposed	27	537	2	7	159	1	7	159	1	149	3,005	2
31	Proposed	29	541	2	9	168	1	9	168	1	163	3,040	2
40	Current	11	334	1	11	334	1				68	2,003	1
50	Current	20	199	2	16	159	2	16	159	2	132	1,314	2
84	Current	13	234	1	12	208	1				79	1,376	1
Total		163	3,046	13	80	1,533	9	49	817	6	944	17,581	13
SCENARIO COMPARISON													
Scenario	Weekday			Saturday			Sunday			Weekly Total			
	Hours	Miles	Peak Vehicles	Hours	Miles	Peak Vehicles	Hours	Miles	Peak Vehicles	Hours	Miles	Peak Vehicles	
PRE-FY23 All Routes	103	2,158	9	98	2,092	9	16	159	2	630	13,042	9	
FY23 Services All Routes	163	3,046	13	80	1,533	9	49	817	6	944	17,581	13	
Change	60	888	4	-17	-559	0	33	658	4	314	4,539	4	
% Change	58%	41%	44%	-18%	-27%	0%	205%	413%	200%	50%	35%	44%	

Note: Values in table may be rounded.

Of course, the service changes will not happen instantly but instead will occur in phases as described at the beginning of this section. To forecast the total number of revenue hours and miles per route, TTI used the daily revenue hours and miles data contained in Table 1, Table 2, and Table 3 and then determined the number of weekdays, Saturdays, and Sundays that each route would operate during each month of the fiscal year. Table 5 displays the total FY2023 forecasted revenue hours and miles for each route. The total revenue hours (45,490) in FY2023 will be a 35% increase over FY2021 County Bus revenue hours (33,804²).

Table 5. FY2023 Annual Revenue Hours and Miles per Route

Route #	Scenario	Start Date	Effective Through	Revenue Hours	Revenue Miles
10	Current	10/1/22	7/30/23 ^a	4,910	109,850
10	Proposed	7/31/23 ^a	9/30/23	1,027	20,881
11	Proposed	7/31/23 ^a	9/30/23	751	13,813
20	Current	10/1/22	1/8/23 ^b	2,173	54,285
20	Truncated	1/9/23 ^b	9/30/23	5,847	112,238
30	Proposed	10/1/22	9/30/23	7,755	156,414
31	Proposed	10/1/22	9/30/23	8,485	158,245
40	Current	10/1/22	9/30/23	3,564	104,483
50	Current	10/1/22	9/30/23	6,880	68,476
84	Current	10/1/22	9/30/23	4,099	71,783
Total				45,490	870,467

Notes: Values in table may be rounded.

^a For simplicity, in the revenue hours and miles calculator, TTI used an end date of 7/31/2023 for the current Route 10 and a start date of 8/1/2023 for the new Route 10 and the new Route 11.

^b For simplicity, in the revenue hours and miles calculator, TTI used an end date of 12/31/2022 for the current Route 20 and a start date of 1/1/2023 for the truncated Route 20.

² Source: EPCT, provided in service data tab of data request.

EXHIBIT B

CONTRIBUTION AGREEMENTS

Within 10 business days of the Agreement’s effective date, each Member Entity shall pay EPATS the full amount of its Adjusted Local Contribution for Fiscal Year 2023 as established in the following Service Cost and Local Share Allocation Analysis chart:

Line	Service / Member	FY2023			
		Proportion of Service (% Rev. Miles)	Annual Total Operational Cost	Local Contribution	Adjusted Final Contribution
1	County Bus		\$4,143,101	\$816,811	\$816,811
2	City / Local Members	25.3%	\$1,048,032	\$206,619	\$205,998
3	Horizon City	7.8%	\$324,360	\$63,947	\$63,578
4	San Elizario	2.9%	\$120,402	\$23,737	\$23,600
5	Village of Vinton	2.4%	\$100,703	\$19,854	\$19,739
6	Socorro	12.1%	\$502,567	\$99,081	\$99,081
7					
8					
9	El Paso County (miles not assigned to members)	74.7%	\$3,095,068	\$610,191	\$610,813
10					
11	Vanpool		\$693,841	\$235,198	\$235,198
12	Gold Route		\$1,489,487	\$375,263	\$375,263
13					
14	All Transit Service Total (1 + 12 + 13)		\$6,326,428	\$1,427,271	\$1,427,271

The *Adjusted Final Contribution* column contains the final contribution amounts and reflect adjustment made in May 2023 because of the following changes to the FY2023 service plan to reflect current conditions:

- Not implementing the proposed Route 40 in FY2023.
- Not implementing the proposed Route 40x in FY2023.
- Keeping the current Route 40 operating for all FY2023.
- Correcting an issue in which the current Route 40’s miles were not correctly assigned.

These changes created small increases in some members’ calculated contributions such that Horizon City, San Elizario, and the Village of Vinton’s calculated contributions increased by \$369, \$137, and \$115, respectively. EPCT asked to absorb these increases into its contribution amount so that no other member would need to contribute more than they originally planned for FY2023.

The following chart provides the amounts that El Paso County will pay as a direct Contribution to EPATS (\$91,885), along with the amount that El Paso County will pay directly for transit services to the entities listed below (\$565,668). In no event shall El Paso County contribute to EPATS an amount to exceed \$91,885 for Fiscal Year 2023.

Summary of EPCT County Bus Local Share by Expense			
Local Share Allocation (Scenario 4)	74.70%		
EPCT Is Payor	Total Cost	Local Contribution	EPCT Contribution
First Transit Contract Expense	\$3,551,013	\$694,643	\$518,927
Sun Metro Facility Use Fee	\$12,500	\$6,250	\$4,669
EPCT Labor	\$281,587	\$56,317	\$42,071
Total	\$3,845,101	\$757,211	\$565,668
EPCT is Contributor to COG	Total Cost	Local Contribution	EPCT Contribution
Legal Services Fees	\$178,000	\$35,600	\$26,595
COG Admin Fee	\$30,000	\$6,000	\$4,482
Marketing	\$90,000	\$18,000	\$13,447
EPCT Absorbing Overages			\$621
Total	\$592,087	\$122,167	\$91,885
Grand Total	\$4,143,101	\$816,811	\$610,813



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: June 19, 2023

To: Honorable Mayor and Members of City Council

From: Teresa Quezada, CIP Manager *Teresa Quezada 6/19/2023*

SUBJECT: **Discussion and Action On a Resolution authorizing the Mayor to sign a FY 2023 Community Project Funding Grant Agreement (No. B-23-CP-TX-1401) between the Town of Horizon City, Texas and the Department of Housing and Urban Development for the design of the Horizon Transit Oriented Development Phase 1 project**

The resolution presented to Council authorizes the Mayor to sign the funding agreement between Horizon City and the Department of Housing and Urban Development for the design of Dilley, Delake and the proposed Transit Plaza, the first phase infrastructure projects for the City's Transit Oriented Development.

During the spring of 2022, Horizon City applied to Congresswoman Veronica Escobar's call for Community Project Funds. In December 2022, Horizon City was informed that the project, the design for Dilley, Delake and the Transit Plaza was awarded. The Total project amount is \$1,735,000 and requires a 20% match. The match is included in the calculation of the proposed 2023 Certificates of Obligation.

Staff is working with the Camino Real Regional Mobility Authority to identify the site for the proposed transit plaza and to develop the design for the project to ensure compliance with HUD requirements, which are more stringent than other funding sources the City has previously managed.

The agreement sets forth the requirements for the use of the funds and project reporting and is the first step to accessing the federal funds.

Staff recommends approval of the resolution.

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-TX-1401**

Grantee Name: Town of Horizon City, Texas

Grantee Address: 14999 Darrington Rd. Horizon City, TX 79928

Grantee's Unique Entity Identifier (UEI):

Grantee's Employer Identification Number (EIN)

Federal Award Identification Number (FAIN) B-23-CP-TX-1401

Assistance Listing Number and Name 14.251 Economic Development Initiative,
Community Project Funding, and Miscellaneous Grants

Period of Performance/Budget Period Start Date Date of grant obligation

Period of Performance/Budget Period End Date August 31, 2031

This Grant Agreement between the Department of Housing and Urban Development (HUD) and Town of Horizon City, Texas (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-328) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$1,735,000 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2023 and the Explanatory Statement are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After December 29, 2022, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before December 29, 2022, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), “Disclosure of Lobbying Activities.” In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. “Person” is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe’s sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead- based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead- based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD’s regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2031.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability

requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGGrants@hud.gov.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRANTEE

(Name of Organization)

BY: _____
(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

HUD

BY: _____
Robin J. Keegan,
Deputy Assistant Secretary for Economic Development

(Date)

APPENDIX 1 – Project Narrative

APPENDIX 2 – Approved Budget

APPENDIX 3 – Grantee’s Indirect Cost Rate Information

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
_____	_____ %	_____
_____	_____ %	_____

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee’s indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

**APPENDIX 4 –
Award Term and Condition for Grantee Integrity and Performance Matters**

Reporting of Matters Related to Grantee Integrity and Performance

1. General Reporting Requirement

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which Grantee Must Report

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

- (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and
- (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

4. Reporting Frequency

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

APPENDIX 5 – Specific Award Conditions
NONE.

APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

- a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
- b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

- a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

a. Provisions applicable to a grantee that is a private entity.

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

b. Provision applicable to a grantee other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

c. Provisions applicable to any grantee.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Project Name: Horizon City Transit-Oriented Development Phase 1

As a new city, incorporated in 1988, the Town of Horizon City does not have a central district. Although 94.5 vacant, developable acres in the middle of the city suitable for a central district are available, this area remains undeveloped because of dispersed land ownership.

In 2019, as part of its comprehensive plan update, the Town of Horizon City hired Pegasus Planning and Development to analyze the fiscal impacts of developing a Transit Oriented Development (TOD)/Town Center.

After reviewing the findings of the Fiscal Impact Report, the City Council determined the vacant land would become a center of social and economic activity in Horizon City. Establishing a central district would promote mixed use development, to provide settings for active community life, social interaction, and increased economic activity. The intent is to encourage a walkable, multi-modal development conducive to increased transit usage.

To create a catalyst for further development the City Council has committed to relocate City Hall into the proposed TOD/Town Center and established a Tax Increment Financing and Reinvestment Zone (TIRZ District Number One) in 2020. The city proposes to construct the following within the boundaries of proposed TOD and the TIRZ Number One:

- City Hall – Administrative Offices
- Municipal Court
- Transit Plaza with surface parking and pedestrian amenities – Phase 1A
- Transit Plaza and parking garage – Phase 1B
- Open space
- Stormwater harvesting facilities
- Drainage Facilities – Underwater Storm System, Ponding areas as necessary
- Street Construction – to include pedestrian amenities for mixed use land use
- Shared use path for pedestrians and bicycles along N. Darrington Rd.
- Water and Wastewater infrastructure to meet projected demands

The awarded FY2023 Community Project Funding Grant funds will be used for the initial design and environmental study of a Transit-Oriented Development in Horizon City. Specifically, it will be used for the design and environmental study for the design of Dilley and Delake Drives and for the design and environmental study of a transit plaza. The Transit Oriented Development is intended to provide opportunities for Horizon City residents to live, work and play in a compact area. By creating this development, Horizon City intends to also strengthen its resiliency by diversifying its tax base and revenues. The transit plaza will serve as a hub for transit routes that will provide access to residents in the TOD area, as well as Horizon City as a whole, to educational facilities in east El Paso County and at the University of Texas at El Paso campus and Rio Grande campus of El Paso Community College.

**FY 2023 Community Project Funding
Grant Agreement No. B-23-CP-TX-1401
Horizon City Budget Worksheet**

Updated

May 17, 2023

	Amount	Federal Portion	Local Portion
Dilley and Delake Drives			
Planning/Preliminary Engineering	\$ 199,977	\$ 159,982	\$ 39,995
Design	\$ 599,932	\$ 479,946	\$ 119,986
Environmental Study	\$ 79,991	\$ 63,993	\$ 15,998
Survey	\$ 303,965	\$ 243,172	\$ 60,793
Geotech Services	\$ 119,986	\$ 95,989	\$ 23,997
Dilley & Delake Subtotal	\$ 1,303,851	\$ 1,043,081	\$ 260,770
Transit Plaza			
Planning/Preliminary Engineering	\$ 67,825	\$ 54,260	\$ 13,565
Design	\$ 203,474	\$ 162,779	\$ 40,695
Environmental Study	\$ 27,130	\$ 21,704	\$ 5,426
Survey	\$ 103,094	\$ 82,475	\$ 20,619
Geotech Services	\$ 40,695	\$ 32,556	\$ 8,139
Transit Plaza Subtotal	\$ 442,218	\$ 353,774	\$ 88,444
Project management	\$ 3,931	\$ 3,145	\$ 786
Project Total	\$ 1,750,000	\$ 1,400,000	\$ 350,000

RESOLUTION

TOWN OF HORIZON CITY, TEXAS

WHEREAS, the **Town of Horizon City (the “City”)** orders approving the proposed petition by El Paso Electric Company to modify Schedule No. 33 Economic Development Rate Rider; and

WHEREAS, the El Paso Electric Company provides electric services within the city limits of the Town of Horizon City; and

WHEREAS, the El Paso Electric Company filed a petition to modify Schedule No. 33 Economic Development Rate Rider; and

WHEREAS, the City Council has determined the proposed modification of the rate rider is justified to ratepayers in the El Paso Service area, which includes the City; and

WHEREAS, the City Council has determined the appropriate action in light of the manner of the petition is to approve the modification request in its entirety, and

WHEREAS, other matters related to this subject will be resolved upon publication.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF HORIZON CITY AS FOLLOWS:

That the proposed petition to modify Schedule No. 33 Economic Development Rate Rider by the El Paso Electric Company is hereby approved.

That the City Clerk shall notify El Paso Electric Company of this approval by having a copy of the Resolution delivered or mailed to El Paso Electric Company.

ADOPTED AND EFFECTIVE the ___ day of June 2023.

TOWN OF HORIZON CITY

**Andres Renteria
Mayor**

ATTEST

**Elvia Schuller, TMRC
City Clerk**

APPROVED AS TO FORM

**Sylvia Borunda Firth
Marianella Joseph
Assistant City Attorneys**

DOCKET NO. _____

EPE’S PETITION TO MODIFY § PUBLIC UTILITY COMMISSION
SCHEDULE NO. 33, ECONOMIC §
DEVELOPMENT RATE RIDER § OF TEXAS

PETITION TO MODIFY SCHEDULE NO. 33

TO THE HONORABLE PUBLIC UTILITY COMMISSION OF TEXAS AND MUNICIPAL REGULATORY AUTHORITIES:

COMES NOW EL PASO ELECTRIC COMPANY (“EPE” or the “Company”) in the above-styled cause, and files this petition for approval to modify Schedule No. 33, Economic Development Rate Rider (“EDR” or “Schedule No. 33”). EPE proposes that the rate changes be made effective July 11, 2023, which is 35 days after the filing of this petition.

I. AUTHORIZED REPRESENTATIVES

EPE requests that all authorized representatives be served by email. The names, addresses, and telephone numbers of EPE’s authorized representatives are as follows:

Rosanna Al-Hakeem
El Paso Electric Company
100 N. Stanton
El Paso, Texas 79901
P: (915) 543-5727
E: rosanna.alhakeem@epelectric.com

Bret J. Slocum
Duggins Wren Mann & Romero, LLP
P.O. Box 1149
Austin, Texas 78767
P: (512) 744-9300
F: (512) 744-9399
E: bslocum@dwmrlaw.com

Tania Reichsfeld
El Paso Electric Company
P.O. Box 982
El Paso, Texas 79960
P: (915) 543-5727
E: EPE_Reg_Mgmt@epelectric.com

II. PARTIES AND JURISDICTION

EPE is an electric utility, a public utility, and a utility, as those terms are defined in the Public Utility Regulatory Act, Tex. Util. Code Ann. §§ 11.004(1) and 31.002(6) (“PURA”). EPE is headquartered in El Paso, Texas, with its business address located at 100 N. Stanton Street, El Paso, Texas 79901, and provides services to customers in both Texas and New Mexico. The proposed changes addressed in this petition will only affect Texas customers who are eligible and elect to receive electric service under Schedule No. 33, Economic Development Rate Rider.

The Commission and eight Texas municipalities have jurisdiction over this matter. The Commission has jurisdiction over this matter under PURA §§ 14.001 (general powers), 32.001 (original jurisdiction over rates, operations, and services), and 36.101 through 36.111 (procedures for utility-proposed rate changes). Eight Texas municipalities have jurisdiction over this matter because they have retained original jurisdiction over EPE’s retail rates. Therefore, EPE will file this petition contemporaneously with each municipal regulatory authority. These municipalities are El Paso, Anthony, Clint, Horizon City, San Elizario, Socorro, Van Horn, and Vinton.

III. BACKGROUND AND PROCEDURAL HISTORY

Schedule No. 33, Economic Development Rate Rider was first approved in 1993 in Docket No. 12236 and was last amended in EPE’s most recent base rate case in Docket No. 52195.¹ At this time, there are no customers receiving service under Schedule No. 33.

IV. REQUEST TO MODIFY SCHEDULE NO. 33

EPE requests approval to expand and modify the applicability of Schedule No. 33, Economic Development Rate Rider. Attached as **Exhibit A** is a clean copy of the proposed modified tariff. The proposed changes are only in relation to the eligibility of the tariff and scope of retail service provided under Schedule No. 33. EPE does not seek to adjust any rate associated with retail service under Schedule No. 33.

¹ *Application of El Paso Electric Company to Change Rates*, Docket No. 52195 (Sept. 15, 2022).

Make EDR Available to Eligible New Customers Under Revised Rates

Under the current rate structure, the EDR is only available to customers who take service under one of the following rates: Rate Schedule No. 15, Electrolytic Refining Service, No. 24 General Service, No. 25 Large Power Service, No. 26 Petroleum Refinery Service, and No. 30 Electric Furnace Rate. EPE proposes to modify availability of the EDR to include new customers who otherwise qualify for service under one of the aforementioned rates, but who receives service under rates as modified pursuant to this schedule and authorized by the Commission. These changes are redlined in the proposed modified tariff attached as **Exhibit B** and illustrated below for convenience.

APPLICABILITY

This rate schedule is available for the additional maximum demand of an existing Customer or for the total maximum demand of a new Customer. The minimum monthly billing demand for any Customer to be eligible for service under this rate schedule must be at least 500 kilowatts (kW). The Economic Development Rate Rider (“EDR”) is only available to Customers who take service **or would otherwise qualify to take service** under Rate Schedules No. 15 Electrolytic Refining Service, No. 24 General Service, No. 25 Large Power Service, No. 26 Petroleum Refinery Service and No. 30 Electric Furnace Rate. A new Customer must not have taken electric service from the Company in New Mexico

Remove the EDR Demand Limit

Under the current rate structure, the total customer capacity receiving service pursuant to EDR may not exceed 150 MW of demand at any given time. The original intent of this limit was to protect the Company from a large, yet unanticipated, number of participants. Although there are no commitments as of yet, new single customers with peak demand amounts in excess of 150 MW have expressed an interest in entering EPE’s service territory and may necessitate service under Rate Schedule No. 33. Removing the demand limit will allow new customers with high demand amounts to receive service pursuant to the EDR. The language that EPE proposes be removed is redlined in **Exhibit B** and illustrated below for convenience.

twelve (12) consecutive months prior to requesting the EDR. An existing Customer must have taken electric service from the Company for a period of at least twelve (12) consecutive months prior to requesting the EDR and must have a proposed incremental demand of at least 100 kW. ~~The availability of this rate schedule will be limited to 150 MW of total applicable demand for all participating Customers at any one time. Participation will be based upon the date on which Customers complete all requirements for participation.~~

Expand EDR to Permit Integrated Retail Service

Under the current rate structure, EDR is not available to Customers who have another source of power which can be substituted for the Company's service unless the other source of power is maintained solely for use in case of interruption of Company's service (e.g., emergency backup power). In response to customer interest, EPE proposes to further modify the applicability of EDR to clarify that the current tariff restriction on other power sources be limited to "on site" power sources and by permitting that "[r]enewable generation resources separately contracted for with the Company may be integrated with retail service for new Customers." Again, potential customers who would otherwise qualify for EDR have expressed interest in integrating separately contracted for renewable energy with EPE retail rates. To that end further proposed changes would permit EPE and the customers to contract for the type of service otherwise eligible under EDR. The language that EPE proposes be modified is redlined in **Exhibit B** and illustrated below for convenience.

This rate schedule is not available to Customers who have another source of power on-site which can be substituted for the Company's service unless the other source of power is maintained solely for use in case of interruption of Company's service. Renewable generation resources separately contracted for with the Company may be integrated with retail service by new Customers.

MONTHLY RATE

The Economic Development Rate shall be the retail rate schedule applicable to Customer, except as modified by this section. All provisions in the retail rate schedule are applicable, except as specifically excluded-in-modified by this rate schedule and separately contracted for by the Customer and the Company.

The Company may enter into negotiations with the Customer for a mutual agreement to establish lower rates not less than the Company's incremental cost of power and energy as estimated over the term of the agreement. Retail service provided by the Company under this Economic Development Rate may consist of a combination of system generation resources and renewable generation resources separately contracted for by the Customer and with the Company.

V. NOTICE REQUIREMENTS

EPE will provide notice in accordance with PURA § 36.103, and 16 Tex. Admin. Code ("TAC") § 22.55, "Notice in Other Proceedings." There are no existing customers on this rate and the proposed changes do not increase this rate or any other retail tariff rate. Therefore, EPE proposes to provide notice of this filing by a one-time publication in newspapers of general circulation in the Company's service area. The proposed notice is attached to this petition as **Exhibit C**.

EPE proposes an intervention deadline of 45 days following the date this petition is filed.

VI. PRAYER

EPE respectfully requests that the Commission authorize EPE's proposed changes to Schedule No. 33 by allowing EPE to broaden eligibility to new qualifying customers, allow EPE to remove the current cumulative EDR demand limit of 150 MW, and to allow eligible customers to also separately contract for renewable energy with EPE as part of its retail service.

Date: June 6, 2023

Respectfully submitted,

EL PASO ELECTRIC COMPANY

/s/Rosanna Al-Hakeem

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EXHIBIT A:
Clean Copy of Proposed Tariff

EL PASO ELECTRIC COMPANY

SCHEDULE NO. 33

ECONOMIC DEVELOPMENT RATE RIDER

APPLICABILITY

This rate schedule is available for the additional maximum demand of an existing Customer or for the total maximum demand of a new Customer. The minimum monthly billing demand for any Customer to be eligible for service under this rate schedule must be at least 500 kilowatts (kW). The Economic Development Rate Rider (“EDR”) is only available to Customers who take service or would otherwise qualify to take service under Rate Schedules No. 15 Electrolytic Refining Service, No. 24 General Service, No. 25 Large Power Service, No. 26 Petroleum Refinery Service and No. 30 Electric Furnace Rate. A new Customer must not have taken electric service from the Company in New Mexico or Texas within the twelve (12) consecutive months prior to requesting the EDR. An existing Customer must have taken electric service from the Company for a period of at least twelve (12) consecutive months prior to requesting the EDR and must have a proposed incremental demand of at least 100 kW.

(C)
(T)
(D)

This rate schedule is available for the additional demand of existing businesses or new businesses and industries in the following targeted sectors:

- Basic manufacturing industries, for example, industries which manufacture a product for sale or resale, but does not include construction;
- Regional warehousing and distribution facilities;
- Scientific and industrial research and development facilities;
- Data centers, including network hubs and server farms;
- Corporate relocations to the Company’s service area, where the Corporation takes electric service in its own name;
- Correctional facilities; and
- Non-retail facilities receiving tax abatements.

With the exception of data centers, including network hubs and server farms, new and existing customers taking service under this rate schedule and not qualifying under the Load Retention Applicability Provision must permanently increase employment by a minimum of two (2) full-time employees per 100 kW of new or additional load. The Customer must furnish the Company with a notarized affidavit from an officer, owner or other appropriate official of the Customer identifying the number of Qualifying Employees directly associated with the new or increased connected load. The Customer must also furnish the Company with similar affidavits stating the actual number of Qualifying Employees as of December 31 of each year that this rate schedule is in effect. Such subsequent written affidavits will be submitted to the Company no later than January 31 of the following year.

(T)
(T)

Data centers, including network hubs and server farms, who are new and existing customers not qualifying under the Load Retention Provision must qualify for, and have received,

EL PASO ELECTRIC COMPANY

SCHEDULE NO. 33

ECONOMIC DEVELOPMENT RATE RIDER

economic incentives from the applicable governmental entity pursuant to Chapters 380 or 381 of the Texas Local Government Code. The Customer must furnish the Company a notarized affidavit from an officer, owner or other appropriate official of the Customer identifying the economic incentives provided pursuant to Chapter 380 and/or Chapter 381 of the Texas Local Government Code as well as documentation from the applicable governmental entity confirming such incentives associated with the new or increased connected load. The Customer must also furnish the Company similar affidavits and documents from the applicable governmental entity stating the continued provision of economic incentives as of December 31 of each year that this rate schedule is in effect. Such subsequent written affidavits will be submitted to the Company no later than January 31 of the following year.

Customers not qualifying under the Load Retention Provision must also furnish the Company with a notarized affidavit from an officer, owner, or other official responsible for the decision that resulted in the new load or addition thereto, confirming that availability of this rate schedule was an important contributing factor in the Customer's decision to add the new or additional load. The Company reserves the right to verify the statements included in each Customer's affidavit.

This rate schedule is not available to Customers who have another source of power on-site which can be substituted for the Company's service unless the other source of power is maintained solely for use in case of interruption of Company's service. Renewable generation resources separately contracted for with the Company may be integrated with retail service by new Customers. (C)

LOAD RETENTION APPLICABILITY PROVISION

This rate schedule is also available to Customers that have taken service from the Company for a period of at least twelve (12) consecutive months, have a minimum monthly demand of at least 500 kW and are served under the rate schedules identified above, which meet the following criteria:

1. The Customer must provide notice to the Company that they will request termination of electrical service for either all or a portion of their load or demonstrate that they will leave the Company's system, or discontinue or curtail operations for financial reasons, and
2. The Customer must submit a notarized affidavit from an officer, owner or other appropriate official of the Customer that attests to the fact that but for the Economic Development Rate Rider, the Customer will discontinue or curtail operations or relocate operations outside the Company's service territory. The Company reserves the right to verify the statements included in a Customer's affidavit.

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SCHEDULE NO. 33

ECONOMIC DEVELOPMENT RATE RIDER

Customers that qualify under this provision are not required to meet any employment requirements.

TERRITORY

Texas Service Area

TYPE OF SERVICE

The type of service available will be determined by the Company and will either be single or three phase, at the option of the Company, and at a standard Company approved voltage. All service will be taken at a single point of delivery designated by the Company, unless otherwise agreed to by the Company and Customer, and will be measured by a single meter of each kind needed. Rates available under this rate schedule will be applicable to the voltage under which the Customer is currently or projected to receive service. (C)

DEFINITIONS:

Base Period – For an existing Customer, the "Base Period" will be the twelve (12) months immediately preceding the month that service is requested under this rate schedule. For a New Customer, there is no Base Period.

Base Period Demand – For an existing Customer that does not qualify under the Load Retention Provision, the Maximum Demand, as defined in the Customer's applicable retail rate schedule, for the Base Period will be used to determine the additional demand to be billed under this rate schedule. In the event an existing Customer installs energy efficiency measures that reduce its demand, the Maximum Demand for the Base Period will be adjusted to compensate for any such verified demand reduction. For Load Retention Provision Customers, the Maximum Demand for the Base Period will be used to determine the maximum demand to which the demand credit is applied. (T)

Existing Customer – As defined in the Applicability section of this rate schedule.

Full Time Employment – "Full-time employment" is that employment existing at the end of the Base Period for those whose employment has been regularly scheduled for at least 1,500 hours during the Base Period for the purpose of normal operations. Full-Time Employment for new Customers will be mutually agreed upon between the Company and the Customer. Employment verification procedures will be mutually agreed upon between the Company and the Customer.

Incremental Cost – For purposes of this rate schedule, incremental cost, at a minimum, shall include all additional costs incurred to serve the Customer taking service under this rate schedule that would not otherwise have been incurred.

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SCHEDULE NO. 33

ECONOMIC DEVELOPMENT RATE RIDER

Incremental Demand – For purposes of this rate schedule, incremental demand is all kW billing demand above the Base Period Demand and represents the additional demand to be billed at the discounted Economic Development Rate (EDR) pursuant to this rate schedule.

New Customer – As defined in the Applicability section of this rate schedule.

Qualifying Employee – As defined in the Applicability section of this rate schedule.

MONTHLY RATE

The Economic Development Rate shall be the retail rate schedule applicable to Customer, (C)
except as modified by this section. All provisions in the retail rate schedule are applicable,
except as specifically modified by this rate schedule and separately contracted for by the (C)
Customer and the Company.

The Company may enter into negotiations with the Customer for a mutual agreement to (C)
establish rates not less than the Company's incremental cost of power and energy as
estimated over the term of the agreement. Retail service provided by the Company under (C)
this Economic Development Rate may consist of a combination of system generation
resources and renewable generation resources separately contracted for by the Customer
and the Company.

The rates pursuant to the agreement will be applied to the additional maximum demand for
Customers not qualifying under the Load Retention Provision.

For Customers qualifying under the Load Retention Provision, rates pursuant to the
agreement will be applied to the lesser of the demands during the Base Period or the
amount of at-risk load identified in the affidavit provided by the Customer.

If applicable, sufficient documentation of the cost estimates used in determining the
economic feasibility of an alternative generation source shall be provided to the Company (T)
for the Company's review.

The Company, at its option, will annually review its incremental cost of providing service to
a contracted Load Retention Customer to determine if such costs exceed the Customer's
contracted charges. Should the incremental costs exceed the Customer's contracted rate,
the Company will adjust the charge to be above or equal to the incremental cost.

The negotiated agreement shall be subject to review and approval by the appropriate
regulatory authority and verification by the Public Utility Commission of Texas (PUCT),
pursuant to PURA Section 36.007, which requires that the Company's allocable costs of

EL PASO ELECTRIC COMPANY

SCHEDULE NO. 33

ECONOMIC DEVELOPMENT RATE RIDER

servicing a Customer paying discounted rates are not borne by the Company's other Customers.

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the PUCT and available for inspection at Company offices. The provisions of any agreement associated with service under this rate schedule are also applicable.

A Customer that has not established a prior service history with the Company will be classified under the appropriate existing or modified rate schedule in accordance with the demand estimate performed by the Company. (C)

Existing businesses changing ownership, location or name do not qualify as new Customers. Those businesses must assume the same Base Period kW as though they were continuing businesses since neither new jobs nor new capital investment are created in the Company's service territory. Those businesses may qualify for the Economic Development Rate Rider as any other existing business does. If a business ceases to exist and the premises are occupied by a new owner and a new business is opened, it may qualify as a new Customer. The designation as a new Customer shall be determined by the Company, subject to the Customer's right to seek PUCT review of such determination.

In the event the Maximum Demand of an existing Customer that does not qualify under the Load Retention Provision falls below the base period Maximum Demand, Schedule Nos. 15, 24, 25, 26, or 30, as applicable, will prevail. If the Maximum Demand of an existing Customer that does not qualify under the Load Retention Provision falls below the Base Period Maximum Demand, the agreement between the Company and the Customer will be void and the Customer will take service under Schedule Nos. 15, 24, 25, 26, or 30, as applicable.

The Company retains the right to modify specific Customer contracts, with notice, to ensure compliance with PUCT regulation.

The Company retains the right to modify this rate schedule, with notice and upon Commission approval, as economic conditions in its Texas service area dictate.

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EXHIBIT B:
Redline Draft of Proposed Tariff

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SCHEDULE NO. 33

ECONOMIC DEVELOPMENT RATE RIDER

APPLICABILITY

This rate schedule is available for the additional maximum demand of an existing Customer or for the total maximum demand of a new Customer. The minimum monthly billing demand for any Customer to be eligible for service under this rate schedule must be at least 500 kilowatts (kW). The Economic Development Rate Rider (“EDR”) is only available to Customers who take service or would otherwise qualify to take service under Rate Schedules No. 15 Electrolytic Refining Service, No. 24 General Service, No. 25 Large Power Service, No. 26 Petroleum Refinery Service and No. 30 Electric Furnace Rate. A nNew Customer must not have taken electric service from the Company in New Mexico or Texas within the twelve (12) consecutive months prior to requesting the EDR. An eExisting Customer must have taken electric service from the Company for a period of at least twelve (12) consecutive months prior to requesting the EDR and must have a proposed incremental demand of at least 100 kW. ~~The availability of this rate schedule will be limited to 150 MW of total applicable demand for all participating Customers at any one time. Participation will be based upon the date on which Customers complete all requirements for participation.~~

This rate schedule is available for the additional demand of existing businesses or new businesses and industries in the following targeted sectors:

- Basic manufacturing industries, for example, industries which manufacture a product for sale or resale, but does not include construction;
- Regional warehousing and distribution facilities;
- Scientific and industrial research and development facilities;
- Data centers, including network hubs and server farms;
- Corporate relocations to the Company’s service area, where the Corporation takes electric service in its own name;
- Correctional facilities; and
- Non-retail facilities receiving tax abatements.

With the exception of data centers, including network hubs and server farms, new and existing customers taking service under this rate schedule and not qualifying under the Load Retention Applicability Provision must permanently increase employment by a minimum of two (2) full-time employees per 100 kW of new or additional load. The Customer must furnish the Company with a notarized affidavit from an officer, owner or other appropriate official of the Customer identifying the number of Qualifying Employees directly associated with the new or increased connected load. The Customer must also furnish the Company with similar affidavits stating the actual number of Qualifying Employees as of December 31 of each year that this rate schedule is in effect. Such subsequent written affidavits will be submitted to the Company no later than January 31 of the following year.

Data centers, including network hubs and server farms, who are new and existing cCustomers not qualifying under the Load Retention Provision must qualify for, and have

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SCHEDULE NO. 33

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received, economic incentives from the applicable governmental entity pursuant to Chapters 380 or 381 of the Texas Local Government Code. The Customer must furnish the Company a notarized affidavit from an officer, owner or other appropriate official of the Customer identifying the economic incentives provided pursuant to Chapter 380 and/or Chapter 381 of the Texas Local Government Code as well as documentation from the applicable governmental entity confirming such incentives associated with the new or increased connected load. The Customer must also furnish the Company similar affidavits and documents from the applicable governmental entity stating the continued provision of economic incentives as of December 31 of each year that this rate schedule is in effect. Such subsequent written affidavits will be submitted to the Company no later than January 31 of the following year.

Customers not qualifying under the Load Retention Provision must also furnish the Company with a notarized affidavit from an officer, owner, or other official responsible for the decision that resulted in the new load or addition thereto, confirming that availability of this rate schedule was an important contributing factor in the Customer's decision to add the new or additional load. The Company reserves the right to verify the statements included in each Customer's affidavit.

This rate schedule is not available to Customers who have another source of power on-site (C) which can be substituted for the Company's service unless the other source of power is maintained solely for use in case of interruption of Company's service. Renewable (C) generation resources or is separately contracted for with the Company may be integrated with retail service by new Customers.

LOAD RETENTION APPLICABILITY PROVISION

This rate schedule is also available to Customers that have taken service from the Company for a period of at least twelve (12) consecutive months, have a minimum monthly demand of at least 500 kW and are served under the rate schedules identified above, which meet the following criteria:

1. The Customer must provide notice to the Company that they will request termination of electrical service for either all or a portion of their load or demonstrate that they will leave the Company's system, or discontinue or curtail operations for financial reasons, and
2. The Customer must submit a notarized affidavit from an officer, owner or other appropriate official of the Customer that attests to the fact that but for the Economic Development Rate Rider, the Customer will discontinue or curtail operations or relocate operations outside the Company's service territory. The Company reserves the right to verify the statements included in a Customer's affidavit.

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 33

ECONOMIC DEVELOPMENT RATE RIDER

Customers that qualify under this provision are not required to meet any employment requirements.

TERRITORY

Texas Service Area

TYPE OF SERVICE

The type of service available will be determined by the Company and will either be single or three phase, at the option of the Company, and at a standard Company approved voltage. All service will be taken at a single point of delivery designated by the Company, unless otherwise agreed to by the Company and Customer, and will be measured by a single meter of each kind needed. Discounts-Rates available under this rate schedule will be applicable to the voltage under which the Customer is currently or projected to receive service. (C)

DEFINITIONS:

Base Period – For an existing Customer, the "Base Period" will be the twelve (12) months immediately preceding the month that service is requested under this rate schedule. For a New Customer, there is no Base Period.

Base Period Demand – For an existing Customer that does not qualify under the Load Retention Provision, the ~~Maximum Demand~~, as defined in the Customer's applicable retail rate schedule, for the Base Period will be used to determine the additional demand to be billed under this rate schedule. In the event an existing Customer installs energy efficiency measures that reduce its demand, the Maximum Demand for the Base Period will be adjusted to compensate for any such verified demand reduction. For Load Retention Provision Customers, the Maximum Demand for the Base Period will be used to determine the maximum demand to which the demand credit is applied. (T)

Existing Customer – As defined in the Applicability section of this rate schedule.

Full Time Employment – "Full-time employment" is that employment existing at the end of the Base Period for those whose employment has been regularly scheduled for at least 1,500 hours during the Base Period for the purpose of normal operations. Full-Time Employment for new Customers will be mutually agreed upon between the Company and the Customer. Employment verification procedures will be mutually agreed upon between the Company and the Customer.

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SCHEDULE NO. 33

ECONOMIC DEVELOPMENT RATE RIDER

Incremental Cost – For purposes of this rate schedule, incremental cost, at a minimum, shall include all additional costs incurred to serve the Customer taking service under this rate schedule that would not otherwise have been incurred.

Incremental Demand – For purposes of this rate schedule, incremental demand is all kW billing demand above the Base Period Demand and represents the additional demand to be billed at the discounted Economic Development Rate (EDR) pursuant to this rate schedule.

New Customer – As defined in the Applicability section of this rate schedule.

Qualifying Employee – As defined in the Applicability section of this rate schedule.

MONTHLY RATE

The Economic Development Rate shall be the retail rate schedule ~~currently in effect and~~ (C) applicable to Customer, except as modified by this section. All provisions in the retail rate schedule are applicable, except as specifically ~~excluded in modified by~~ (C) and separately contracted for by the Customer and the Company.

The Company may enter into negotiations with the Customer for a mutual agreement to establish ~~lower~~ rates not less than the Company's incremental cost of power and energy as estimated over the term of the agreement. Retail service provided by the Company under this Economic Development Rate may consist of a combination of system generation resources and renewable generation resources separately contracted for by the Customer and the Company. (C)

The rates pursuant to the agreement will be applied to the additional maximum demand for Customers not qualifying under the Load Retention Provision.

For Customers qualifying under the Load Retention Provision, rates pursuant to the agreement will be applied to the lesser of the demands during the Base Period or the amount of at-risk load identified in the affidavit provided by the Customer.

If applicable, sufficient documentation of the cost estimates used in determining the economic feasibility of an alternative generation source shall be provided to the Company for the Company's review. (T)

The Company, at its option, will annually review its incremental cost of providing service to a contracted Load Retention Customer to determine if such costs exceed the Customer's contracted charges. Should the incremental costs exceed the Customer's contracted rate, the Company will adjust the charge to be above or equal to the incremental cost.

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ECONOMIC DEVELOPMENT RATE RIDER

The negotiated agreement shall be subject to review and approval by the appropriate regulatory authority and verification by the Public Utility Commission of Texas (PUCT), pursuant to PURA Section 36.007, which requires that the Company's allocable costs of serving a Customer paying discounted rates are not borne by the Company's other Customers.

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the PUCT and available for inspection at Company offices. The provisions of any agreement associated with service under this rate schedule are also applicable.

A Customer that has not established a prior service history with the Company will be classified under the appropriate existing or modified rate schedule in accordance with the demand estimate performed by the Company. (C)

Existing businesses changing ownership, location or name do not qualify as new Customers. Those businesses must assume the same Base Period kW as though they were continuing businesses since neither new jobs nor new capital investment are created in the Company's service territory. Those businesses may qualify for the Economic Development Rate Rider as any other existing business does. If a business ceases to exist and the premises are occupied by a new owner and a new business is opened, it may qualify as a new Customer. The designation as a new Customer shall be determined by the Company, subject to the Customer's right to seek PUCT review of such determination.

In the event the Maximum Demand of an existing Customer that does not qualify under the Load Retention Provision falls below the base period Maximum Demand, Schedule Nos. 15, 24, 25, 26, or 30, as applicable, will prevail. If the Maximum Demand of an existing Customer that does not qualify under the Load Retention Provision falls below the Base Period Maximum Demand, the agreement between the Company and the Customer will be void and the Customer will take service under Schedule Nos. 15, 24, 25, 26, or 30, as applicable.

The Company retains the right to modify specific Customer contracts, with notice, to ensure compliance with PUCT regulation.

The Company retains the right to modify this rate schedule, with notice and upon Commission approval, as economic conditions in its Texas service area dictate.

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EXHIBIT C:
Proposed Publication of Notice

**NOTICE OF REQUEST TO MODIFY RATE SCHEDULE NO. 33,
ECONOMIC DEVELOPMENT RATE RIDER**

On June 6, 2023, El Paso Electric Company (EPE or Company) filed a petition with the Public Utility Commission of Texas (Commission) requesting to modify Schedule No. 33 Economic Development Rate Rider (EDR or Schedule No. 33). EPE is filing this petition simultaneously with each of the Texas municipalities that has retained original jurisdiction over EPE's commercial rates. These municipalities are El Paso, Anthony, Clint, Horizon, San Elizario, Socorro, Van Horn, and Vinton. The proposed changes include (1) expanding customer eligibility of the EDR by allowing new customers who do not participate, but would otherwise be eligible for one of five rates (Rate Schedule No. 15, Electrolytic Refining Service, No. 24 General Service, No. 25 Large Power Service, No. 26 Petroleum Refinery Service, and No. 30 Electric Furnace Rate); (2) remove the current EDR demand limit of 150 MW; and (3) allow customers to separately contract for renewable energy with EPE as part of its retail service. EPE proposes that the changes be made effective July 11, 2023, which is 35 days from the filing of this petition. The control number and style of the petition at the Commission are Docket No. ____, "EPE's Petition to Modify Schedule No. 33, Economic Development Rate Rider." Commission rules provide that the deadline to intervene in the proceeding before the Commission is 45 days from filing, or July 21, 2023, unless changed by an Order.

At this time, there are no participating customers under Schedule No. 33, and the only customers that will be affected by these changes are those who elect to receive service under Schedule No. 33.

A copy of EPE's petition may be viewed on the Commission's webpage at www.puc.state.tx.us. The Commission maintains an electronic copy of all filings on the "Filings—Filings Search" section of its webpage. The control number for this proceeding on the Commission's webpage is PUC Docket No. _____.

Persons with questions or who want more information about EPE's petition may contact EPE at 100 N. Stanton Street, El Paso, Texas 79901, or call 1-800-351-1621, then 7, then ext. 2064, during normal business hours. A complete copy of the petition is available for inspection at the address listed above. Persons who wish to intervene in or comment upon these proceedings, or obtain further information, should contact the Public Utility Commission of Texas, P.O. Box 13326, Austin, Texas 78711-3326, or call the Commission's Office of Consumer Protection at (512) 936-7120 or (888) 782-8477. Hearing-and speech-impaired individuals with text telephones ("TTY") may contact the Commission at (512) 936-7136 or use Relay Texas (toll-free) 1-800-735-2989.