

CAMINO REAL REGIONAL MOBILITY AUTHORITY BOARD RESOLUTION

WHEREAS, the Camino Real Regional Mobility Authority (CRRMA) and the County of El Paso (County) are parties to the 2013 El Paso County Comprehensive Mobility Plan, which anticipates the use of Vehicle Registration Fee (VRF) bond proceeds, among other funding sources, for the development of various projects, including Eastlake Blvd., Phase 2 Project; and

WHEREAS, the CRRMA and County have entered into an Interlocal Agreement – VRF Project Development Agreement for the Eastlake Blvd., Phase 2 Roadway Improvement Project dated April 13, 2015 (the “Interlocal Agreement”), which provided the CRRMA with the VRF bond proceeds necessary for the development of the design services necessary for the Eastlake Phase 2 Project (the “Project”); and

WHEREAS, the parties amended such Interlocal Agreement to provide the CRRMA with access to construction funds for the Project, and the parties now desire to further amend the Interlocal Agreement to formally add the Town of Horizon City and to define the responsibilities of the Town to repay the CRRMA for the Town’s proportionate share of the costs of the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CAMINO REAL REGIONAL MOBILITY AUTHORITY:

THAT the CRRMA Board Chair is authorized to execute a Second Amendment to the Interlocal Agreement – VRF Project Development Agreement for the Eastlake Blvd., Phase 2 Roadway Improvement Project with the County of El Paso and Town of Horizon City.

PASSED AND APPROVED THIS 9TH DAY OF NOVEMBER 2016.

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

Susan A. Melendez, Chair

ATTEST:

Joe R Fernandez, Board Secretary

APPROVED AS TO CONTENT:

Raymond L. Telles
Executive Director

**SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT
VRF PROJECT DEVELOPMENT AGREEMENT FOR THE
EASTLAKE BLVD., PHASE 2 ROADWAY IMPROVEMENT PROJECT**

THIS SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT (the “Second Amendment”) is made and entered into effective as of the ___ day of _____, 2016, by and between EL PASO COUNTY, TEXAS (the “County”) and the CAMINO REAL REGIONAL MOBILITY AUTHORITY (“Authority”), TOWN OF HORIZON CITY, TEXAS (the “Town”) (individually a “Party” and collectively, the “Parties”), for the purposes described herein.

WITNESSETH:

WHEREAS, the County is a political subdivision of the State of Texas; and

WHEREAS, the Authority is a regional mobility authority created pursuant to the request of the City of El Paso and operating pursuant to Chapter 370 of the Texas Transportation Code (the “RMA Act”) and 43 TEX. ADMIN. CODE §§26.1 *et seq.* and is a body politic and corporate and political subdivision of the State; and

WHEREAS, the Town is a home rule municipality of the State of Texas; and

WHEREAS, Section 222.106 of the Texas Transportation Code (the “Municipal TRZ Act”) authorizes a municipality by ordinance to designate an area as a transportation reinvestment zone and to collect the tax increment from the properties in that area to fund the transportation projects for which the zone is designated; and

WHEREAS, under the Municipal TRZ Act, a municipality is further authorized to enter into a contract with other public entities to develop, redevelop or improve such transportation project(s), may pledge or assign all or some amount of money in the tax increment account to the other public entity(ies) and, after such pledge or assignment, the municipality’s governing body may not rescind its pledge or assignment until the contractual commitments have been satisfied; and

WHEREAS, on December 14, 2014, by Ordinance No. 0219 the Town created Transportation Reinvestment Zone Number Two for the Town of Horizon City, Texas (the “Zone”) and such tax increment generated from the Zone may be used for the development of the Eastlake Project; and

WHEREAS, the Eastlake Project defined in Ordinance No. 0219 includes any and all improvements normally included with the design and construction of a new or reconstruction of an existing roadway, potentially including new connects between existing roadways, aesthetic improvements (landscaping, public art and murals), pedestrian and transit improvements; and

WHEREAS, on August 30, 2013, the Commissioners Court of the County ordered the adoption and imposition of a Special Vehicle Registration Fee (the “Special Vehicle Registration

Fee” or “VRF”) pursuant to Section 502.402 of the Texas Transportation Code (“Section 502.402”); and

WHEREAS, Section 502.402 requires that, if adopted, the County remit the revenue collected from the Special Vehicle Registration Fee (the “VRF”) to a regional mobility authority located in the County to fund long-term transportation projects; and

WHEREAS, the County and the Town are each authorized by law to construct and finance roads within their respective jurisdictions; and

WHEREAS, Section 370.033 of the RMA Act permits the Authority to enter into an agreement under which the Authority may acquire, plan, design, construct, maintain, repair, or operate a transportation project on behalf of one or more other local governments if the transportation project is located in the Authority's area of jurisdiction or in a county adjacent to the Authority's area of jurisdiction; and

WHEREAS, the County and Authority have entered into an Interlocal Agreement – VRF Project Development Agreement for the Eastlake Blvd., Phase 2 Roadway Improvement Project (the “Project”) dated April 13, 2015, which provided that the source of funds to be used as necessary for the development of the design services necessary for the Project would be the proceeds of the VRF Bonds (the “Interlocal Agreement”), which remains in full force and effect except to the extent herein amended; and

WHEREAS, the County and Authority have entered into an First Amendment to the Interlocal Agreement – VRF Project Development Agreement for the Eastlake Blvd., Phase 2 Roadway Improvement Project dated September 12, 2016, which provided funds necessary for the development of the design services necessary for the Project (the “First Amendment”), and the First Amendment remains in effect except to the extent herein amended; and

WHEREAS, the Authority has entered into a Transportation Project and Pledge Agreement dated as of April 7, 2014 (the “VRF Project Agreement”) with the County by which the RMA issued its Senior Lien Vehicle Registration Fee Revenue Bonds, Series 2014 (the “VRF 2014 Bonds”) to finance various transportation projects within the County and agreed to develop and construct such projects at the request of the County; and

WHEREAS, the County and the Authority wish to formally add the Town to the Interlocal Agreement and to define the responsibilities of the Town to repay Authority for the Town’s proportionate share of the costs of the Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

I. AMENDMENT TO EXHIBITS

- 1. Amendments to Exhibits.** The Parties hereby agree to delete **EXHIBITS “B” and “C-1”** from the Interlocal Agreement in their entirety and replace them with **EXHIBITS “B-**

1” and “C-2”, which are attached hereto and incorporated herein for all purposes. The Parties further agree to insert a new **EXHIBIT “D”** which is attached hereto and incorporated herein for all purposes.

II.
AMENDMENT TO ARTICLE II. DUTIES AND RESPONSIBILITIES OF THE
AUTHORITY

1. The Parties hereby agree to delete Article II in its entirety and replace it with the following:

II.
DUTIES AND RESPONSIBILITIES OF THE PARTIES

1. **Use of Surplus Revenues as a funding source.** To the extent permitted by the Trust Indenture, Surplus Revenues may be used to finance the development of the Project, as directed by the County, in accordance with the Authorizing Law and the Trust Indenture. “**Surplus Revenues**” are the VRF remaining after payment of all expenses required or permitted by the Trust Indenture, including all debt service payments, reserve fund requirements, fees, expenses and other revenue transfers described in the Trust Indenture. The “**Trust Indenture**” is the trust indenture, supplemental trust indentures, bond resolutions, loan agreements, resolutions and other applicable documents which authorize the issuance of VRF revenue bonds or other financial obligations, and the Trust Indenture controls the terms, of one or more RMA Obligations.
2. **Project Services.** Subject to the terms of this Agreement, the Authority agrees and is hereby authorized to use the Special Vehicle funds, or the proceeds of any debt incurred from a pledge of such funds or such other lawfully available funds designated from time to time, to provide and advance all of the funding necessary for the payment of the costs for development and design of the Project identified in Exhibit A from the proceeds of the VRF 2014 Bonds and shall be reimbursed by the Town for the amounts set forth in **EXHIBITS C-2** with the revenue and in the amounts expressed in **EXHIBIT D** for the Project.
3. The Parties acknowledge that the Authority has procured and managed the design services and has procured and will manage construction services for the Project in accordance with applicable law. The Town and the County acknowledge their support for the Responsibilities of the Parties set forth in **EXHIBIT B-1** and for the funding obligations set forth in **EXHIBIT C-2**, (subject to the repayment by the Town as provided herein), environmental planning, procurement process; and relocate/adjust utilities; and manage the design and construction of the Project with Town and County input as set forth herein.

- A. **Timeline for Commencement and Completion of Work.** Commencement of the work on the Project shall begin when the County Representative, following consultation with the Town, issues a Notice to Proceed to the Authority for the Project. No later than fifteen (15) days from Authority receipt of Notice to Proceed, the Authority will commence work on the Project, as more specifically described in **EXHIBITS A, B-1 and C-2**. Project-related services, including any applicable phasing of such work, will be completed in accordance with the schedule developed between the County, the Town and the Authority.
- B. **Scope of Work.** Specific elements of the work required for the Project and the responsible party for the performance of such work are set forth in **EXHIBIT B-1** to this Agreement. Such services will be provided by the appropriate party within the jointly developed schedule referenced in subparagraph a above.
4. **Project Budget.** The initial project budget, for the Project is set forth in **EXHIBIT C-2** to this Agreement (“Project Budget”). The Parties will work together to attempt to minimize the actual costs as reflected in the Project Budget, and in no event shall the cash disbursements by the Authority exceed such Project Budget, absent the written agreement of the Parties.
5. **Cooperation of the Parties.** The Parties shall cooperate in all phases of the Project such that the Project is most effectively and efficiently developed.
- A. **Inspections.** The County and the Town and the authorized representatives of each may observe or inspect all work done and material furnished for the Project at reasonable times and places. If any Party believes that such Project is not being constructed as originally contemplated, the Parties’ designated representatives shall meet to discuss appropriate actions to ensure that any defects in the Project or deviations from approved Project designs are remedied.
- B. **Budget Overruns.** In the event the costs of the Project funded in whole or in part by the VRF proceeds exceed, or due to a change in circumstances during development of such Project are expected to exceed, the amount specified in the applicable Project Budget and other lawfully available and designated funds, the Parties, through their respective designated representatives, will work together to identify the additional funding necessary for such Project. In the event additional funds cannot be identified to address such increased costs, the Parties shall work together to amend the scope of the Project to fit within the available funds or to otherwise address the Project funding shortfall.

- C. **Change Order.** Change Order shall mean a written order to the Authority's contractor executed by the Authority after execution of the original construction contract between the Authority and that contractor, directing a change in the work to be performed on a Project, and may include a change in the contract price or the time for the contractor's performance or any combination thereof. A proposed Change Order requested by the Authority or its contractor shall be provided to the County and the Town in writing and include detailed justification for the requested change(s). The Authority may approve a Change Order without the approval of the County or the Town if the Authority agrees to pay the increased cost of the Project from its own or other available funding sources.

A Change Order requested by the Authority or its contractor, which would result in an increase in the Project Budget, must be approved by the County in writing prior to creating an enforceable commitment of VRF or other lawfully available and designated funds proceeds and/or by the Town in writing prior to creating an enforceable commitment of TRZ or other lawfully available and designated funds proceeds.

- D. **Final Acceptance.** "Final Acceptance" means the completion of the construction activities required by the plans developed for the Project and the occurrence of all other events and satisfaction of all the other conditions as set forth in the applicable construction contract for the Project, including payment. The Authority shall notify the County and the Town in writing upon Final Acceptance of the Project, as defined in the Authority's contract with its contractor. Upon Final Acceptance of the Project, the Authority will assign to the Town, or other responsible entity, all contractor warranties, guarantees, and bonds which it possesses with respect to such Project and which extend beyond the date of such Final Acceptance. Unless otherwise agreed by the Authority, the Authority shall have no further obligation with respect to a Project after Final Acceptance.

- E. **Authority Performance Measures.** Some of the services being provided pursuant to this Agreement are an extension of the services being provided to the Authority under agreements with contractors or under consulting agreements with third-party professionals. As such, the Authority shall ensure, through its agreements with such contractors and third-party professionals, that the same performance measures are established and maintained for the performance of the services delivered on the Project pursuant to this Agreement as are applicable to work performed by such contractors and third parties on other Authority projects. The Authority shall enforce such measures and standards on the Parties' behalf, and the Authority shall not agree

to modify performance measures, as they may relate to the services contemplated herein, without prior written consent of the County and the Town.

6. **Reports.** The Authority shall, at such times and in such form as the County or Town may reasonably request, furnish periodic information concerning the status of the Project and the performance of the Authority's obligations under this Agreement. To the extent requested by the County or the Town, the Authority shall make an annual report to the respective governing body on the Project. Such annual report shall include information on the current construction and financial status of the Project and the state of the Authority as a public entity in general. In addition, the Authority shall report on the status of the Town's debt to the Authority for the Project, and such report shall include, at a minimum, the following information: (1) the beginning unpaid balance of the debt for reimbursement of Project costs as of the beginning of the reporting period; (2) the payments made during the reporting period; (3) the application of the payments to principal and interest; and (4) the unpaid debt at the end of the reporting period; and (5) any TRZ funds in the possession of the Trustee that have not yet been applied toward payment of the debt.
7. **Accounting.** The Authority shall use diligence to insure that each distribution of Project funds is for proper and documented expenditures. Complete books and records shall be maintained by the Authority of disbursements for payments required in this Agreement. All such books and records shall be deemed complete if kept in accordance with the Governmental Accounting Standards Board's principles and in accordance with the provisions of the RMA Act. Such books and records shall be available for examination by the duly authorized officers or agents of the County or the Town during normal business hours upon request made not less than five (5) business days prior to the date of such examination. In addition, the Authority shall coordinate with the County Auditor's Office and the Town's Finance Director to provide information and documentation necessary for the County (or the Town, as applicable) to complete its annual books, records and reports for each fiscal year ending September 30th during which: (1) Project funds are/were distributed for the Project; (2) Project warranties are/were in effect; and/or (3) Project claims are/were outstanding.
8. **Limitations on Project Development.** Notwithstanding anything herein to the contrary, the Authority shall not be obligated to pursue or complete development of the Project if the funds available from the VRF together with the TRZ funds and other lawfully available and designated funds are insufficient to pay all costs associated with the Project and the County or the Town fails to provide additional funding to cover the amount of such deficiency.

III.
DUTIES AND OBLIGATIONS OF THE COUNTY

1. **Funding Source Instructions.** The Parties hereby agree to the addition of the following paragraph 4 to Article III wherein the County provides instructions to the Authority's regarding the use of VRF Surplus Revenues as a funding source for the Town's share of the Project.

4. **Authority to Apply Surplus Revenues for Town's Share of Costs.** The County hereby instructs and directs the Authority to apply Surplus Revenues as the funding source for the Town's proportionate share of costs.

IV.
CREATION OF NEW ARTICLE IV.
DUTIES AND RESPONSIBILITIES OF THE TOWN

1. **Creation of new Article IV. Duties And Responsibilities of the Town.** The Parties hereby agree to insert the following Article IV immediately following Article III. Duties And Obligations of the County and renumbering subsequent articles accordingly.

IV.
DUTIES AND RESPONSIBILITIES OF THE TOWN

1. **Project Responsibilities of the Town.** The Town shall be responsible for the costs of those responsibilities as enumerated within **EXHIBIT B-1** to this Agreement. Once those responsibilities or deliverables have been completed, the Town shall bear no additional costs for completion of the Project, unless specifically included in the Project Budget or in a written amendment of this Agreement approved by the Parties.

A. **Financial Obligations of the Town.** The Town covenants that it shall repay the Authority for 22.7% of the actual cost of the construction of the Project including all costs associated with preparation of the plans and specifications for the Plans of Proposed Roadway Improvements for the Project as prepared by CEA group for the Authority, signed, sealed and dated June 1, 2016, as such plans and specifications may be amended and supplemented throughout the Project construction period, as more specifically described herein. Upon actual Substantial Completion and a determination of the final Town portion of the Project costs, **EXHIBIT D** shall be updated to reflect the actual project costs and the final amortization schedule. The Town's obligation to repay the actual Town portion of Project costs (the "Town's Obligation") as evidenced by this Agreement shall be payable from the Town's TRZ tax increment fund as the Town's primary, but not exclusive reimbursement source. To the extent permitted by applicable law, the Town's Obligation is secured by an irrevocable assignment of the Town's TRZ tax increment.

- a. **Determination of Principal Balance.** The Parties acknowledge that the actual amount of the Authority's and the Town's proportionate share of the Project Budget cannot be determined until such time as the construction of the Project is complete. Therefore, the Authority shall, concurrently with the date of Final Acceptance, determine the exact amount due from each Party, and **EXHIBIT C-2** shall be amended at that time to provide the amount actually due from each Party.
 - b. **Principal and Interest Payments.** The Town shall pay the amounts to the Authority set forth in **EXHIBIT D**, as amended, with annual payments commencing on May 1, 2020 and on May 1st of each year thereafter until the final Payment Date in 2038 when any remaining Outstanding Balance shall be due and payable.
- B. **Interest Accrual.** If the Authority funds the Town's portion of the Project from the VRF 2014 Bonds, the Town's interest costs for the VRF 2014 bonds shall be at the same annual interest rate of the VRF 2014 bonds (or the true interest cost rate of any bonds refunding such VRF 2014 bonds). In the event that the Authority funds this Project using Surplus Revenue, then the Parties agree that the applicable interest rate payable by the Town shall be 3.73% simple, per annum. Interest shall accrue and be paid on the outstanding balance of the Town's Obligation until its maturity or earlier repayment, with interest to begin to accrue on the Final Acceptance Date, as defined in Article II.A.3.d. Interest shall be computed on the basis of a 360-day year of twelve 30 day months.
- C. **Payments.** The Town shall make annual payments to the Authority in the minimum amounts payable in accordance with the payment schedule attached as **EXHIBIT D** to this Agreement. There shall be no penalty imposed upon the Town for an early repayment, in whole or in part, of the Town's Obligation; provided however that early payments may only be made on a Payment Date.
- D. **Use of excess TRZ Revenues.** The Parties agree that in the event that the Town has or reasonably projects TRZ revenues in excess of those reflected on **EXHIBIT D**, the Town may negotiate with the County and the Authority for the right to issue or incur, for any lawful purpose and to the extent permitted by law, bonds, notes or other obligations secured in whole or in part by liens on the TRZ tax increment that are on a parity or junior and subordinate to the lien securing the Town's Obligation.
- E. **Ordinance No. 0219 of the Town shall remain in existence until payment in full.** "Ordinance" means Ordinance No. 0219 dated December 16, 2014 by which created Transportation Reinvestment Zone Number Two, Town of Horizon City, Texas ("TRZ2") and defined the

boundaries for the Zone. The Town covenants and agrees to enter into a separate agreement between the Town and the Authority to assign the incremental tax revenue from TRZ2 to the Authority for the term necessary to fully reimburse the funds advanced by the Authority which represent the Town's share of the Project Costs (the "Term Assignment") and thereafter to take all steps necessary and authorized under all applicable laws to continuously impose, collect and remit the TRZ incremental tax revenue to the Authority as long as any amount advanced by the Authority, as defined in **EXHIBIT B-1**, including interest thereon, is outstanding and to transmit the incremental tax revenue to the Authority in the manner and to the extent permitted by applicable law.

- F. **No Rescission of Term Assignment, Termination of the TRZ2, or Removal of Property from Zone.** The Town may not rescind its Term Assignment until the bonds or other obligations secured by the Term Assignment have been paid or discharged. The Town will take no action to terminate TRZ2 as long as all or a portion of money deposited to the tax increment account or directed to the repayment of money owed under this agreement remains unpaid. The boundaries of the Zone may be amended at any time in accordance with Texas Transportation Code section 222.106, except that property may not be removed or excluded from the Zone if any part of the tax increment account has been assigned by the Town to the Authority.
- G. **No Reduction in TRZ Captured Revenue.** The Town shall make annual payments in the amount shown in **EXHIBIT D**. The annual payments reflect projections in the incremental tax revenue from the Zone. To increase the likelihood that incremental tax revenue from TRZ2 is adequate to make the Scheduled Payments, the Town agrees that it will not cause a reduction, abatement or exemption in the TRZ or in the amount which is authorized to be collected if any proposed reduction, abatement or exemption would violate any of the terms of this Agreement or the Term Assignment or impair the Town's ability to fully amortize the indebtedness shown in **EXHIBIT C-2** by 2038. Notwithstanding the foregoing, the Town may offset and deduct the amount of any returned checks, declined credit cards and similar deductions for amounts initially received by the Town but ultimately not retained by the Town.
- H. **Timely payments without demand.** The Town further covenants and agrees that, as long as any Town Obligations are outstanding, the Town will pay to the Authority, in accordance with subsection a, such collected revenues, without demand, notice, counterclaim or offset, including any administrative charges or expenses incurred by the Town in connection with the levy and collection of the Tax Increment, to be used as authorized under this Agreement and the Trust Indenture, supplemental trust indentures, bond resolutions, loan agreements, resolutions and other

applicable documents which authorize the issuance, and control the terms, of one or more RMA Obligations.

- I. **Maintenance of the Project.** Unless otherwise agreed to in writing between the Parties, upon Final Acceptance of the Project, the Town shall have the exclusive obligation to main and operate the Project.
- J. **Disclosure of Information.** The Town covenants and agrees that it shall cooperate with the Authority to ensure the timely completion of the Projects within specified and agreed upon budgets and shall promptly provide the Authority with such information or support as may be necessary for the Authority to satisfy its obligations under this Agreement.
- K. **Project Right-of-Way.** The Town will be responsible for the acquisition of the Project Right-of-Way (including the specific easements and rights of entry) and hereby grants the Authority access to the Project Right-of-Way (including the specific easements and rights of entry) in connection with the Project design, development and construction.

V.

PARTY REPRESENTATIVES AND LEGAL NOTICES

- 1. **Amendment to Article IV. Party Representatives And Legal Notices.** The Parties hereby agree to insert the following Town contacts in the corresponding sections of renumbered Article V:

- 1. **Party Representatives.**

- Town:**

- Planning Director
Town of Horizon City
14999 Darrington Road
Horizon City, Texas 79928

- 2. **Legal Notices:**

- Town:**

- Mayor
Town of Horizon City
14999 Darrington Road
Horizon City, Texas 79928

- With copy to:

Planning Director
Town of Horizon City
14999 Darrington Road
Horizon City, Texas 79928

**VI.
TERM AND TERMINATION**

1. **Amendment to Article V. Term and Termination.** The Parties hereby agree to delete Article V in its entirety and replace it with the following, renumbered as Article VI:

**VI
TERM AND TERMINATION**

- A. **Town's Obligation Fully Paid.** This Second Amendment shall terminate automatically at such time as the Town's reimbursement obligation for the Project has been paid in full, except with respect to any obligation of a Party related to any losses, costs, expenses, penalties, claims and liabilities due to the activities of a party or any agent, employee, official, or contractor of a Party, which obligations shall survive such termination.
- B. **Town's Obligations Outstanding.** As long as the Town's Obligation is outstanding, a Party may terminate its performance under this Agreement without cause only (i) upon agreement in writing signed by all Parties to the extent such termination does not adversely affect the outstanding Authority's Obligations and (ii) with the express written consent of the Bond Trustee (or in the absence of a Bond Trustee, the holder/obligee of all outstanding VRF Bond from which the Project was funded or refunded).
- C. **Termination Does Not Affect Transfer of Special Vehicle Registration Fee.** Notwithstanding anything in this Agreement or any Project Development Agreement will affect the obligations of the County to levy and collect the Special Vehicle Registration Fee, make the payments in accordance with the terms of this Agreement and transfer the Pledged Revenues to the Authority in accordance with the terms of this Agreement.
- D. **Remedies.** Upon Default by a Party, the non-defaulting Parties or a non-defaulting Party may proceed against the other Party for the purpose of protecting and enforcing its rights, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement, or to enjoin any act or thing that may be unlawful or in violation of any right of the non-defaulting Party hereunder or any combination of such remedies. No remedy conferred or reserved is intended to be exclusive of any other available

remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given or existing at law or in equity. The exercise of any remedy conferred or reserved shall not be deemed a waiver of any other available remedy.

- E. **Survival.** As long as any of the RMA Obligations, Town Obligations, or the County Obligations are outstanding, this Second Amendment, as amended by the First and Second Amendments shall survive.

**VIII.
RATIFICATION AND EXECUTION IN COUNTERPARTS**

1. **Amendment to Article V. Term and Termination.** The Parties hereby agree to add a new Article VIII:

**VIII.
RATIFICATION AND EXECUTION IN COUNTERPARTS**

1. **Ratification.** Except as expressly amended by this Second Amendment, the Interlocal Agreement and the First Amendment and their exhibits shall remain in full force and effect.
2. **Execution in Counterparts.** This Second Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the Parties have executed and attested to this Agreement by their officers thereunto duly authorized.

EL PASO COUNTY, TEXAS

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

By: _____
Veronica Escobar
County Judge

By: _____
Susan A. Melendez
Chair

TOWN OF HORIZON CITY

By: _____
Ruben Mendoza
Mayor

EXHIBIT “B-1”

EASTLAKE BLVD. PHASE 2 IMPROVEMENTS PROJECT CSJ #0924-06-500 PARTY RESPONSIBILITIES

- 1. PLANNING: Town of Horizon City (100% complete)**
- 2. DESIGN: Authority (100 % complete) with input from Town and County.**
- 3. ENVIRONMENTAL PERMITTING: n/a**
- 4. RIGHT-OF-WAY ACQUISITION: Town Of Horizon City (100% Complete)**
- 5. CONSTRUCTION LETTING: Authority**
- 6. CONSTRUCTION: Authority**
- 7. FINANCIAL OBLIGATIONS: CRRMA Senior Lien VRF Bonds, Series 2014 and
Town TRZ Funds**
- 8. REPORTING: Authority**
- 9. PERFORMANCE STANDARDS: Authority**
- 10. MARKETING AND PUBLIC OUTREACH: None**
- 11. UTILITY RELOCATIONS: Authority**
- 12. OTHER: N/A**

EXHIBIT “C-2”

EASTLAKE BLVD. PHASE 2 IMPROVEMENTS PROJECT CSJ #0924-06-500 CONSTRUCTION PROJECT BUDGET

DESCRIPTION	TOTAL ESTIMATED PROJECT COSTS	CRRMA PAYS WITH VRF BOND OR SURPLUS REVENUE	TOWN PAYS WITH TRZ OR OTHER FUNDS
LAND	\$ 0	\$ 0	\$ 0
UTILITY RELOCATION	\$ 0	\$ 0	\$ 0
PERMITS & SERVICES	\$ 0	\$ 0	\$ 0
ENVIRONMENTAL & PRELIMINARY ENGINEERING	\$ 2,269,525	\$ 1,754,343	\$ 515,182
CONSTRUCTION	\$ 16,785,565	\$ 12,975,242	\$ 3,810,323
MISCELLANEOUS	\$ 0	\$ 0	\$ 0
TOTAL	\$ 19,055,090	\$ 14,729,585	\$ 4,325,505

EXHIBIT “D”

TOWN OF HORIZON CITY PAYMENT SCHEDULE

Year	TRZ Cash Flow Captured (Undiscounted)
2019	\$0
2020	\$29,011
2021	\$60,097
2022	\$92,622
2023	\$128,440
2024	\$168,241
2025	\$212,359
2026	\$260,768
2027	\$310,654
2028	\$350,493
2029	\$391,898
2030	\$434,923
2031	\$479,618
2032	\$526,037
2033	\$574,235
2034	\$624,071
2035	\$675,671
2036	\$729,267
2037	\$784,950
2038	\$842,816 *

***Final Year will be adjusted to reflect the actual payment due.**