



**HORIZON CITY**

**Incorporated 1988**

**AGENDA  
PUBLIC MEETING  
REGULAR CITY COUNCIL MEETING  
THE TOWN OF HORIZON CITY, TEXAS  
Tuesday, June 9, 2020, 6:30 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas will be held on **Tuesday, June 9, 2020 at 6:30 PM** at City Government Office, 15001 Darrington Road, Horizon City, TX 79928, at which time the following will be discussed and considered:

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

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

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

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

The Town Council and staff will participate in this meeting via videoconference or telephone conference. Members of the public may view the meeting online or by videoconference via the following:

To watch by videoconference:

<https://townofhorizoncity.my.webex.com/townofhorizoncity.my/j.php?MTID=mc44833fbf6456eeb8518484212a3a397>  
Meeting Password: q6zYpfDvR86

Or via telephone:

**+1-408-418-9388** Access code: 126 660 7787

- 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:** May 12, 2020 Regular City Council Meeting
- 4. Discussion and Action:**  
Mayor/CIP Manager  
On an update on the Capital Improvement Program.
- 5. Discussion and Action:**

Mayor/Asst. City Atty

On Amendment No. 1 to Lease Agreement with KidsMar, LLC for the Courts/Police Department building located at 15001 Darrington Road.

**6. Discussion and Action:**

Mayor/Planning Director

On a request that the City Council reaffirm its approval of the final plat for Horizon Town Center Unit Two subdivision. Request submitted by Conde, Inc.

**7. Request to Excuse Absent Council Members:**

**REGULAR AGENDA**

**8. Public Hearing:**

Mayor/Planning Director

**2nd Reading of Ordinance \_\_\_\_:** An ordinance amending the Municipal Code of the Town of Horizon City, Texas, Chapter 14 (Zoning), Exhibit A (Zoning Ordinance), to revise and amend the following: 1) Subchapter 4 (Residential Districts) to add a residential district, amend development standards by revising lot and building sizes, setbacks, and revise regulations related to uses permitted by Specific Use Permit; 2) Subchapter 8 (General Provisions), Section 804 (Wall Standards) to revise the rear wall standards for rear walls on golf course lots; and providing for the following: findings of fact; repealer; severability; proper notice and hearing; the penalty being as provided in Section 810 of the City Code, Chapter \_\_, Section \_\_ of the Town of Horizon City, Texas, creating a misdemeanor punishable by a fine not to exceed \$2,000.00.

**9. Discussion and Action: *This item will be postponed to the July 14, 2020 City Council Meeting***

Mayor/Planning Director

**2nd Reading of Ordinance \_\_\_\_:** An ordinance amending the Municipal Code of the Town of Horizon City, Texas, Chapter 14 (Zoning), Exhibit A (Zoning Ordinance), to revise and amend the following: 1) Subchapter 4 (Residential Districts) to add a residential district, amend development standards by revising lot and building sizes, setbacks, and revise regulations related to uses permitted by Specific Use Permit; 2) Subchapter 8 (General Provisions), Section 804 (Wall Standards) to revise the rear wall standards for rear walls on golf course lots; and providing for the following: findings of fact; repealer; severability; proper notice and hearing; the penalty being as provided in Section 810 of the City Code, Chapter \_\_, Section \_\_ of the Town of Horizon City, Texas, creating a misdemeanor punishable by a fine not to exceed \$2,000.00.

**10. Discussion and Action:**

Mayor/Planning Director

***This item was postponed at the 3/10/20, 4/14/20 and 5/12/20 Regular City Council Meetings.***

On a replat application for Horizon Manor Unit Three Replat "A" (SUB #002434-2019), legally described as a portion of lot 19, Block 9, Horizon Manor Unit Three, Town of Horizon City, El Paso County, Texas. Containing 7.935 ± acres. Application submitted by CAD Consulting Co.

**11. Discussion:**

Mayor/Planning Director

On an update regarding the upcoming appointments/reappointments to the Planning and Zoning Commission and the Board of Adjustment.

**12. Public Hearing:**

Mayor/CIP Manager

**2nd Reading of Ordinance No. 0255,** Amendment No. 02, amending Ordinance 0255 adopting the Municipal Budget for the 2019-2020 Fiscal Year to allow for the budgeting and expenditure of Prior Year Fund Surplus (Net Excess Revenues in FY 2019 budget) for property acquisition; and providing for Repealer and Severability clauses.

**13. Discussion and Action:**

Mayor/CIP Manager

**2nd Reading of Ordinance No. 0255,** Amendment No. 02, amending Ordinance 0255 adopting the Municipal Budget for the 2019-2020 Fiscal Year to allow for the budgeting and expenditure of Prior Year Fund Surplus

(Net Excess Revenues in FY 2019 budget) for property acquisition; and providing for Repealer and Severability clauses.

**14. Discussion and Action:**

Mayor/CIP Manager

On the Transit Oriented Development (TOD) and Tax Increment Reinvestment Zone (TIRZ) Update.

**15. Discussion and Action:**

Mayor/CIP Manager

***This item was postponed at the 5/12/20 Regular City Council Meeting:***

On the purchase agreement with the United States of America by and through the Federal Aviation Administration for the purchase of property generally located north of Darrington Rd. between Pawling Drive and Oxbow Drive for the Oxbow/Pawling Drainage Capital Improvement Project.

**16. Discussion and Action:**

Mayor/CIP Manager

On Change Order #3 to the construction contract with Hawk Construction for the Golden Eagle Park Improvements Solicitation No. CIP 2018-001 and authorizing the Mayor to execute the documents.

**17. Discussion and Action:**

Mayor/CIP Manager

On Change Order #2 to the construction contract with Spartan Construction for Horizon Mesa park Improvements Project, Solicitation No. CIP 2018-002 (103) and authorizing the Mayor to execute documents.

**18. Discussion and Action:**

Mayor/CIP Manager

On the recommendations for Metropolitan Transportation Plan (MTP) Horizon City project requests to be submitted to the Metropolitan Planning Organization in response to the call for projects for the 2050 Regional Mobility Strategy MTP.

**19. Discussion and Action:**

Mayor/Asst. City Atty

**Emergency Ordinance** - On the adoption to continue the Emergency Ordinance instituting emergency measures due to a public health emergency; severability clause; penalty as provided herein.

**20. Discussion and Action:**

Mayor

On phasing the operations and schedule for reopening of City Hall and town facilities to the public.

**21. Discussion and Action:**

Mayor/Asst. City Atty

On request by Texas Gas Services, a division of ONE Gas, Inc., for written approval for continued use of financial instruments for hedging gas costs for 2020-2021 heating season.

**22. Executive Session**

The City Council of the Town of Horizon City may recess into EXECUTIVE SESSION pursuant to the Texas Government Code, Chapter 551, Subchapter D, under Article 551.071 – Consultation with Attorney; 551.072 – Deliberation Regarding Real Property; 551.073 – Deliberation Regarding Gifts and Donations; 551.074 – Personnel Matters; 551.076 – Deliberation Regarding Security Devices and 551.087 – Deliberation Regarding Economic Development Negotiations.

Adjournment:

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

Dated this Friday, 6/5/20

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, 6/5/20 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  
REGULAR CITY COUNCIL MEETING  
THE TOWN OF HORIZON CITY, TEXAS  
Tuesday, May 12, 2020, 6:30 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas was held on **Tuesday, May 12, 2020 at 6:30 PM**, at 15001 Darrington Road, Horizon City, Texas, at which time the following was discussed and considered:

*The Town Council and staff participated in this meeting via videoconference or telephone conference.*

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

All Council Members Present – Quorum Established.

**2. Open Forum:**

No one signed up to speak.

**CONSENT AGENDA**

*All matters listed under the CONSENT AGENDA are considered routine and will be enacted in one motion. There will be no separate discussion of these items unless a member(s) of the 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:** April 14, 2020 Regular City Council Meeting

**4. Discussion and Action:**

On the approval of the Town of Horizon City's Phase II MS4 Annual Report for the 2019 calendar year and authorize the Mayor to sign the report and transmittal letter, all to be submitted to the Texas Commission on Environmental Quality.

Presenter: Mayor/Public Works Director

**5. Request to Excuse Absent Council Members:**

A motion was made by Alderman Padilla and seconded by Alderman Duran to approve the consent agenda. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

**REGULAR AGENDA**

**6. Discussion:**

On an update by Allie Lozano, Regional CEO El Paso Tenet/Emerus JV on the services provided at the Hospitals of Providence Horizon Campus facility.

Presenter: Mayor/Asst. City Atty

El Paso Tenet/Emerus Regional CEO, Allie Lozano spoke regarding this item.

**7. Discussion and Action:**

On an update on the Capital Improvement Program.

Presenter: Mayor/CIP Manager

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Alderman Padilla and seconded by Alderman Duran to accept the report presented by the CIP Manager, Terry Quezada. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

8. **Discussion and Action:**

On an update on the City's Shaping Our Horizon: 2030 A Comprehensive and Strategic Plan and the proposed amendments to the Zoning Ordinance (2nd Reading and Public Hearing to be held on June 9, 2020).

Presenter: Mayor/Planning Director

Planning Director, Michelle Padilla spoke regarding this item.

No action taken on this item.

9. **Discussion and Action:**

***This item was postponed at the 3/10/20 and 4/14/20 Regular City Council Meetings.***

On a replat application for Horizon Manor Unit Three Replat "A" (SUB #002434-2019), legally described as a portion of lot 19, Block 9, Horizon Manor Unit Three, Town of Horizon City, El Paso County, Texas. Containing 7.935 ± acres. Application submitted by CAD Consulting Co.

Presenter: Mayor/Planning Director

At the applicants request, Council was asked to postpone this item until the next Regular City Council Meeting.

A motion was made by Alderman Padilla and seconded by Alderman Renteria to postpone this item until the next regular city council meeting as requested by the applicant. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

10. **Discussion:**

**1st Reading of Ordinance No. 0255**, Amendment No. 02, amending Ordinance 0255 adopting the Municipal Budget for the 2019-2020 Fiscal Year to allow for the budgeting and expenditure of Prior Year Fund Surplus (Net Excess Revenues in FY 2019 budget) for property acquisition; and providing for Repealer and Severability clauses.

Presenter: Mayor/CIP Manager

CIP Manager, Terry Quezada spoke regarding this item.

11. **Discussion and Action:**

On the purchase agreement with the United States of America by and through the Federal Aviation Administration for the purchase of property generally located north of Darrington Rd. between Pawling Drive and Oxbow Drive for the Oxbow/Pawling Drainage Capital Improvement Project.

Presenter: Mayor/CIP Manager

CIP Manager, Terry Quezada requested this item be postponed until the next regular city council mtg.

A motion was made by Alderman Garcia and seconded by Alderman Duran to postpone this item until the next regular city council meeting as requested by CIP Manager, Terry Quezada. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

12. **Discussion and Action:**

**Emergency Ordinance** - On the adoption to continue the Emergency Ordinance instituting emergency measures due to a public health emergency; severability clause; penalty as provided herein.

Presenter: Mayor/Asst. City Atty

Asst. City Atty, Bertha Ontiveros spoke regarding this item.

A motion was made by Alderman Padilla and seconded by Alderman Garcia to approve the adoption to continue the Emergency Ordinance instituting emergency measures due to a public health emergency. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

**13. Discussion and Action:**

On phasing the operations and schedule for reopening of City Hall and town facilities to the public.  
Presenter: Mayor

Mayor, Ruben Mendoza spoke regarding this item.

A motion was made by Alderman Renteria and seconded by Alderman Duran to continue City Hall Operations and current staff staggered shifts schedule until next City Council Meeting. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

**14. Discussion and Action:**

On an update from Police Chief McConnell regarding COVID-19, Movies in the Park, and the 4th of July celebration.  
Presenter: Mayor/Chief McConnell

Police Chief, Mike McConnell spoke regarding this item.

A motion was made by Alderman Miller and seconded by Alderman Corral to allow Police Chief, Mike McConnell the flexibility to reschedule and or postpone the Movies in the Park and 4<sup>th</sup> of July celebrations as needed due to the COVID 19 Emergency Declaration. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

**15. Executive Session**

The City Council of the Town of Horizon City may recess into EXECUTIVE SESSION pursuant to the Texas Government Code, Chapter 551, Subchapter D, under Article 551.071 – Consultation with Attorney; 551.072 – Deliberation Regarding Real Property; 551.073 – Deliberation Regarding Gifts and Donations; 551.074 – Personnel Matters; 551.076 – Deliberation Regarding Security Devices and 551.087 – Deliberation Regarding Economic Development Negotiations.

**ADJOURNMENT**

A motion was made by Alderman Corral and seconded by Alderman Renteria to adjourn at 8:51 PM.

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

**Attest:**

\_\_\_\_\_  
Elvia Schuller, City Clerk

\_\_\_\_\_  
Ruben Mendoza, Mayor

**LEASE AMENDMENT**

No. 1

This Lease Amendment (this "Amendment") is executed to be effective as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between **KidsMar, LLC**("Landlord") and **Town of Horizon City, Texas** ("Tenant").

**RECITALS**

**WHEREAS**, Landlord and Tenant are parties to that certain **Commercial Lease** dated **November 30, 2017** for the premises (the "Premises") located at **15001 Darrington Road** in the City of **Horizon City, State of Texas** (as previously amended and/or assigned, the "Lease");

**WHEREAS**, the parties desire to amend certain provisions of the Lease as provided herein.

**NOW THEREFORE**, for and in consideration of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual agreements and promises of the parties as set forth herein, the parties agree as follows:

1. The term of the Lease is hereby extended and renewed for a period of **three (3) years**, beginning on **July 1, 2020** and ending on ~~June 30~~**May 31, 2023**.

2. The Base monthly rent during such renewal period shall be paid in accordance with the Lease in the following amounts:

<b>07/01/2020 to 06/30/2022</b>	<b>\$5,000.00 per month</b>
<del>07/01/2020 to 06/30/2022</del>	<del>\$5,000.00 per month</del>
<b>07/01/2022 to 06/30/2023</b>	<b>\$5,500.00 per month</b>

3. In addition to the Base monthly rent as set forth above, Tenant shall continue to pay real property taxes.

4. It is agreed by all parties that the Security Deposit currently held by Landlord is in the amount of **\$1,400.00**. ~~Upon execution of this Amendment, Tenant shall pay to Landlord an additional amount of \$4,100.00 towards the Security Deposit, bring the total Security Deposit to \$5,500.00.~~

5. Subject to the remainder of this paragraph, Tenant shall have the one time option to terminate this Lease effective as of the last day of the **twenty-fourth (24<sup>th</sup>) month** of the Term of this Lease (the "Termination Date"). Tenant shall be permitted to exercise its option to terminate this Lease provided that: (i) Tenant is not then in default under this Lease; and (ii) Tenant provides written notice to Landlord that Tenant is exercising its option to terminate this Lease as of the Termination Date (the "Termination Notice") and such Termination Notice is received by Landlord **one hundred eighty (180) days** prior to the Termination Date.. During the period after Tenant has delivered the Termination Notice to Landlord, and continuing through the Termination Date, Tenant shall be responsible to pay all rentals and perform all other obligations required of Tenant under this Lease. In addition, Tenant shall remain liable to Landlord for any and all obligations and responsibilities of Tenant under this Lease that survive the termination of this Lease, including, without limitation, Tenant's indemnification obligations as set forth in paragraph 18 of this Lease.

6. By execution hereof, Tenant hereby releases Landlord from any and all damages, claims, demands, liabilities and causes of action arising from or related to the Lease and/or the Premises accruing prior to the date hereof.

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BAO

DRAFT

6-5-2020

7. Except as modified herein, all provisions of the Lease shall continue in full force and effect and the parties agree to be bound thereby. In the event of a conflict between the terms and provisions of the Lease and this Amendment, the terms and provisions of this Amendment shall govern and control. All capitalized terms used herein not otherwise defined shall have the meaning as set forth in the Lease.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth above.

**LANDLORD:**

\_\_\_\_\_  
**KidsMar, LLC**

By: \_\_\_\_\_  
Meyer Marcus, Manager

By: \_\_\_\_\_  
Clement Marcus, Manager

Address: c/o MIMCO, LLC  
6500 Montana  
El Paso, Texas 79925

**TENANT:**

\_\_\_\_\_  
**Town of Horizon City, Texas**

By: Ruben Mendoza  
Its: Mayor

Notice Address: 14999 Darrington Rd.  
Horizon City, Texas 79928

Business Phone: (915) 852-1046

Email Address: Mayor@horizoncity.com

With copy to: Town Clerk  
Eschuller@horizoncity.com

Field Code Changed

**COMMERCIAL LEASE**

Basic Terms

**Date:** 11/30/2017

**Landlord:** 11512 Confederate LTD

**Landlord's Address:**

11512 Confederate Dr.  
El Paso, Texas 79936-  
1453

**Tenant:**

TOWN OF HORIZON CITY,  
TEXAS

**Tenant's Address:**

14999 Darrington Road  
Horizon City, Texas 79928

**Premises:**

Approximate square feet: ±32,169 square feet land  
± 4,449 square feet improvements

Street address: 15001 Darrington Road

City, state, zip: Horizon City, Texas 79928

Property ID: 671219

**Property description:**

A parcel of land consisting of a portion of track 1-L-1, W.J. Rand Survey No. 325 Town of Horizon City, El Paso County, Texas, according to the resurvey of said W.J. Rand Survey No. 325 made by El Paso, County, Texas for tax purposes, and consisting of approximately 0.73 acres as shown on Exhibit "A", attached hereto and made a part hereof.

### **Lease Term and Base Monthly Rent**

The initial term of this Commercial Lease shall be for thirty (30) months commencing January 1<sup>st</sup>, 2018 thru June 30, 2020 at the Base monthly rent for the first twelve (12) months of \$4,520.00 per month due on the first of each month.

Provided that Tenant has not defaulted in respect to any provisions of the Lease, Tenant shall have the right to extend the term of the Lease for one (1) additional period of six (6) months, from the expiration of the initial term provided, however, that written notice is given to the Landlord of such intention to extend the Lease sixty (60) days prior to the applicable expiration of the initial term and further provided that all provisions of the Lease (other than base monthly rent as may be modified as provided below) shall continue in full force and effect for the period of such extension.

**Thereafter, on January 1, 2019 and January 1, 2020, the base monthly rent each 12 month period during the term shall be one and one half percent (1.5%) higher than the prior year's base monthly rent.**

### **Additional Rent**

Landlord has the sole right to render the premises to any appropriate taxing authorities. Landlord agrees to pay taxes, assessments or governmental charges (hereinafter collectively called "real property taxes") lawfully levied or assessed against the premises on or before their due date. Tenant agrees to reimburse the Landlord for such real property taxes during the initial term or any extended term by the monthly payment of 1/12<sup>th</sup> of the annual assessment on the same day the base monthly rent is due. All such taxes upon the premises for the calendar year in which the term of this lease or any extended term commences and the calendar year in which the term of this Lease or any extended term ends shall be prorated between Landlord and Tenant as of the date of commencement or termination based on prevailing tax rates (or prior tax year rates if current tax year rates are not established) and shall be paid with the first full month's or last month's rent, respectively.

### **Security Deposit (Rolled Over)**

\$1,400.00

This lease is made between 11512 Confederate LTD, herein called Landlord, and Town of Horizon City, herein called Tenant.

Tenant hereby offers to lease from Landlord the premises situated in the Town of Horizon City, County of El Paso, and State of Texas, described as office building and property at 15001 Darrington Road.

### **TERMS AND CONDITIONS:**

- I. TERM and RENT.** All rental payments shall be made to Landlord, at the address specified above. Tenant agrees on monthly rent as described above to be paid on or before the 1<sup>st</sup> day of the month. Payments received after the 10th of each month are subject to a late payment service charge covering the administrative and overhead expenses incurred by Landlord in processing such late

payment in the amount of ten percent (10%) of the delinquent rent, for each payment of the rent not received by Landlord when due. Notwithstanding anything in this Agreement to the contrary, no late fees shall exceed the amounts permitted by applicable law specifically including the Texas Prompt Payment Act (Texas Government Code Chapter 2251).

2. **USE.** Tenant shall use and occupy the premises for municipal facilities including Police Department and jail. The premises shall be used for no other purpose. Landlord represents that the premises may lawfully be used for such purpose.
3. **CARE AND MAINTENANCE OF PREMISES.** Tenant acknowledges that the premises are in good working order, unless otherwise indicated herein. Tenant shall, at their own expense at all times, maintain the premises in good and safe condition, including plate glass, restroom, sink, heat and cooling units, lawn and shrubbery. Tenant owns all fixtures, phone systems & computer systems. Tenant shall clean and keep in good order all the property. Tenant shall be responsible for all repairs required, excepting the structural integrity of the following: Roof, exterior walls, foundations, sidewalks, and driveways.
4. **ALTERATIONS.** Tenant shall not, without first obtaining the written consent of Landlord, make any alterations, additions, or improvements in, to or about the premises.
5. **ORDINANCES AND STATUTES.** Tenant shall comply with all statutes, ordinances and requirements of all municipal, state, and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Tenant.
6. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this lease or sublet any portion of the premises without prior written consent of the Landlord, which shall not be unreasonably withheld.

Any such assignment or subletting without prior consent shall be voided and, at the option of the Landlord, may terminate this lease.

7. **UTILITIES.** All applications and connections for necessary utility services on the demised premises shall be made in the name of the Tenant only, and Tenant shall be solely liable for utility charges as they become due, including those for sewer, water, gas, and electricity, internet, and telephone services.
8. **ENTRY AND INSPECTION.** Tenant shall permit Landlord or Landlord's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Landlord at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.
9. **INSURANCE.** Tenant, at its expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Tenant and Landlord with minimum coverage as follows: \$2,000,000.00 per claim. Tenant is responsible for fire, theft, and flood damages. Tenant shall provide Landlord with a copy of the Named Insured's Additional Insured Endorsement showing Landlord named as an Additional Insured. The Endorsement shall provide for a ten-day written notice to Landlord in the event of cancellation or material change of coverage, to the maximum extent permitted by insurance policies, which may be owned by Landlord or Tenant. Tenant and Landlord for the benefit of each other, waive any and all rights of subrogation, which might otherwise exist.

- 10. RELEASE OF CLAIMS/SUBROGATION.** Landlord and Tenant release each other from all claims or liabilities for damage to the premises or building, damage to or loss of personal property within the building, and loss of business or revenues that are covered by the releasing party's property insurance or that would have been covered by the required insurance if the party fails to maintain the property coverage's required by this lease. The party incurring the damage or loss will be responsible for any deductible or self-insured retention under its property insurance. Landlord and Tenant will notify the issuing property insurance companies of the release set forth in this paragraph and will have the property insurance policies endorsed, if necessary, to prevent invalidation of coverage. This release will not apply if it invalidates the property insurance coverage of the releasing party. The release in this paragraph will apply even if the damage or loss is caused in whole or in part by the ordinary negligence or strict liability of the released party but will not apply to the extent the damage or loss is caused by the gross negligence or willful misconduct of the released party.
- 11. EMINENT DOMAIN.** If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Tenant's use of the premise, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be repaid to Tenant. Tenant shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Tenant may file a claim for any taking of fixtures and improvements owned by Tenant, and for moving expenses.
- 12. HOLDOVER.** If Tenant does not vacate the premises following termination of this lease for failure to exercise an option to renew or renegotiate a new lease, this Lease shall continue on a month to month basis and the rent shall be an amount equal to 150% of the base monthly rent at the time of the expiration of the applicable lease term. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.
- 13. ALTERNATIVE DISPUTE RESOLUTION.** Landlord and Tenant agree to mediate in good faith before filing a suit for damages.
- 14. DESTRUCTION OF PREMISES.** In the event of a partial destruction of the premises during the term hereof, from any cause, Landlord shall forth with repair the same, provided that such repairs can be made within sixty ( 60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Tenant on the premises. If such repairs cannot be made within said sixty (60) days, Landlord, at his option, may make the repairs within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Landlord shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. A total destruction of the building in which the premises may be situated shall immediately terminate this lease.
- 15. TENANT, TO THE EXTENT PERMITTED BY LAW, AGREES TO INDEMNIFY, DEFEND, AND HOLD LANDLORD HARMLESS** of any injury, and any resulting or related claim, action, loss, liability, or reasonable expenses, including attorney's fee and other fees and court costs and other related costs, occurring in any portion of the premises.
- 16. AMENDMENT OF LEASE.** This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

**17. DEFAULT.** In the event that Tenant defaults in the timely payment of rent, or violates or fails to perform any of the provision of this Lease, Landlord shall send written notice of such default, violation or omission to the Tenant, and unless Tenant shall have completely cured or removed said default within thirty (30) days after receiving of such notice from Landlord, or commenced such cure (other than the payment of rent) within the 30-day period and is diligently pursuing it to completion, Landlord may commence judicial proceedings to take possession of said Premises and remove all persons and property, and may elect to either cancel this Lease or re-let the Premises as agent for the Tenant or otherwise, and receive rent, applying the same to the payment of the rent balance under this Lease and the fulfillment of Tenant's covenants, the balance (if any) to be paid by Tenant, who shall remain liable for any deficiency for the remaining lease period.

If Landlord breaches this Lease and after thirty (30) days written notice from Tenant with reasonable time to cure, if Landlord is not diligently attempting to cure the default, Tenant may exercise its rights and remedies as it may be entitled to under law or equity.

**18. SECURITY DEPOSIT.** Tenant has deposited with Landlord at the beginning of the prior lease the sum of one-thousand four-hundred (\$1,400.00) dollars as security deposit for the performance of Tenant's obligations under this lease, including without limitation the surrender of possession of the premises to Landlord herein provided. If Landlord applies any part of the deposit to cure any default of Tenant, Tenant shall, on written demand, deposit with Landlord the amount so applied so that Landlord shall have the full deposit on hand at all times during the term of this lease.

**19. ATTORNEY'S FEES.** In case suit should be brought for recovery of the premises or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

**20. WAIVER.** No failure of Landlord or Tenant to enforce any term hereof shall be deemed to be a waiver.

**21. NOTICES.** Any notice which either party may, or is required to give, shall be given by mailing the same, postage prepaid, to Tenant at the premises, or Landlord at the address.

**22. HEIRS, ASSIGN, SUCCESSORS.** This lease is binding upon and inures to the benefit of the heirs, assigns, and successors in interest to the parties.

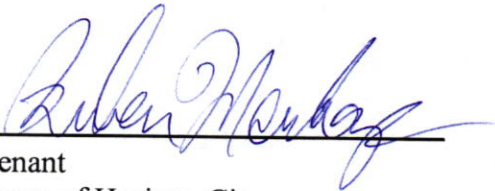
**23. SUBORDINATION.** This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

**24. ASBESTOS.** Tenant shall inspect the premises and conduct such tests as Tenant finds necessary and Tenant shall provide test results to the Landlord. Both parties shall conform to applicable rules and regulations regarding maintenance, construction renovation or remodeling operations and Tenant shall bear cost for removal of asbestos during such operations.

**25. RADON GAS DISCLOSURE.** As required by law, Landlord makes the following disclosure:

"Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Texas. Additional information regarding radon and radon testing may be obtained from your county public health unit.

26. **ENTIRE AGREEMENT.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution.

By: 

Tenant  
Town of Horizon City  
14999 Darrington Road  
Horizon City, Texas 79928  
Phone No: 915-852-1046  
Fax No: 915-852-1005

By: 

Landlord  
Jerry Oxner  
11512 Confederate Dr.  
El Paso, Texas 79936  
Phone No: 915-855-1742  
Fax No: 915-855-8429

**LEASE AMENDMENT**

**No. 1**

This Lease Amendment (this "Amendment") is executed to be effective as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between **KidsMar, LLC**("Landlord") and **Town of Horizon City, Texas** ("Tenant").

**RECITALS**

**WHEREAS**, Landlord and Tenant are parties to that certain **Commercial Lease** dated **November 30, 2017** for the premises (the "Premises") located at **15001 Darrington Road** in the City of **Horizon City, State of Texas** (as previously amended and/or assigned, the "Lease");

**WHEREAS**, the parties desire to amend certain provisions of the Lease as provided herein.

**NOW THEREFORE**, for and in consideration of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual agreements and promises of the parties as set forth herein, the parties agree as follows:

1. The term of the Lease is hereby extended and renewed for a period of **three (3) years**, beginning on **July 1, 2020** and ending on **May 31, 2023**.

2. The Base monthly rent during such renewal period shall be paid in accordance with the Lease in the following amounts:

<b>07/01/2020 to 06/30/2022</b>	<b>\$5,000.00 per month</b>
<b>07/01/2022 to 06/30/2023</b>	<b>\$5,500.00 per month</b>

3. In addition to the Base monthly rent as set forth above, Tenant shall continue to pay real property taxes.

4. It is agreed by all parties that the Security Deposit currently held by Landlord is in the amount of **\$1,400.00**. ~~Upon execution of this Amendment, Tenant shall pay to Landlord an additional amount of \$4,100.00 towards the Security Deposit, bring the total Security Deposit to \$5,500.00.~~

5. Subject to the remainder of this paragraph, Tenant shall have the one time option to terminate this Lease effective as of the last day of the **twenty-fourth (24<sup>th</sup>) month** of the Term of this Lease (the "Termination Date"). Tenant shall be permitted to exercise its option to terminate this Lease provided that: (i) Tenant is not then in default under this Lease; and (ii) Tenant provides written notice to Landlord that Tenant is exercising its option to terminate this Lease as of the Termination Date (the "Termination Notice") and such Termination Notice is received by Landlord **one hundred eighty (180) days** prior to the Termination Date.. During the period after Tenant has delivered the Termination Notice to Landlord, and continuing through the Termination Date, Tenant shall be responsible to pay all rentals and perform all other obligations required of Tenant under this Lease. In addition, Tenant shall remain liable to Landlord for any and all obligations and responsibilities of Tenant under this Lease that survive the termination of this Lease, including, without limitation, Tenant's indemnification obligations as set forth in paragraph 18 of this Lease.

6. By execution hereof, Tenant hereby releases Landlord from any and all damages, claims, demands, liabilities and causes of action arising from or related to the Lease and/or the Premises accruing prior to the date hereof.

7. Except as modified herein, all provisions of the Lease shall continue in full force and effect and the parties agree to be bound thereby. In the event of a conflict between the terms and provisions of the Lease and this Amendment, the terms and provisions of this Amendment shall govern and control. All capitalized terms used herein not otherwise defined shall have the meaning as set forth in the Lease.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth above.

**LANDLORD:**

**TENANT:**

\_\_\_\_\_  
**KidsMar, LLC**

\_\_\_\_\_  
**Town of Horizon City, Texas**

By: \_\_\_\_\_  
Meyer Marcus, Manager

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

By: \_\_\_\_\_  
Clement Marcus, Manager

Notice Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Address: c/o MIMCO, LLC  
6500 Montana  
El Paso, Texas 79925



**CERTIFIED MAIL**  
**#7019 1120 0002 3383 1294**  
**And First Class Mail**

January 31, 2020

Town of Horizon City, Texas  
Attn: Ms. Pat Randleel  
14999 Darrington Road  
Horizon City, Texas 79928

**Re: 15001 Darrington Road – Horizon City, TX 79928**

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Dear Tenant:

We are pleased to inform you that KidsMar, LLC (the 'New Owner') has recently purchased the property referenced above. Pursuant to that acquisition, your lease was transferred and assigned to New Owner effective **January 30, 2020**. For your records, we have enclosed herewith a copy of the Special Warranty Deeds, Assignment of Landlord's interest in Lease and Tenant notice letter executed at closing.

Effective **January 30, 2020**, New Owner has assumed the obligations as landlord under your lease. New Owner has hired Mimco to manage the property. Effective immediately, all rent checks and other payments due and payable on account of your occupancy at the Property should be made payable to **MIMCO** (Federal Tax ID number 74-2412531) and mailed to the notice address stated below. Please be advised that it is not MIMCO's procedure to mail monthly rental statements. Rental payments are due on the first day of each month and late payments are subject to late fees in accordance with the terms of your lease agreement.

Any notices and correspondence regarding the property should be mailed to the following address:

**KidsMar, LLC  
c/o Mimco, LLC  
6500 Montana Ave.  
El Paso, TX 79925  
Attn: Property Management**

For maintenance related items during normal business hours, please contact:

**Maintenance Department**  
[maintenance@mimcoproperties.com](mailto:maintenance@mimcoproperties.com)  
**915-779-6500**

We look forward to your continued tenancy and success at the property! If you have any questions regarding the change of ownership, please do not hesitate to contact me at 915-342-1250.

Sincerely,  
MIMCO

  
Stephanie Aragon  
Property Manager

## **ASSIGNMENT OF LEASE AND ASSUMPTION AGREEMENT**

This Assignment of Lease and Assumption Agreement ("Assignment"), is executed by **11512 CONFEDERATE, LTD.**, a Texas limited partnership ("Assignor"), and **KIDSMAR, LLC**, a Texas limited liability company ("Assignee").

### Background Information:

- Contemporaneously with this Agreement, Assignee has acquired from Assignor, fee simple title to the following "Property" commonly known as 15001 Darrington Rd., Horizon City, Texas.
- Assignee desires to acquire and assume from Assignor, and Assignor desires to transfer and assign to Assignee, Assignor's interest (as landlord) in the "Lease" identified in attached Exhibit A, and any other existing leasehold estates related to the Property.

In connection with Assignor's conveyance of the Property to Assignee, Assignor hereby assigns, transfers, sets over and delivers to Assignee all of Assignor's right, title and interest in and to all leasehold arrangements with the tenants or occupants under the Lease (and all of the rights benefits and privileges of the landlord thereunder), but subject to any terms, conditions, reservations and limitations set forth in the Lease.

1. By accepting this Assignment, and by Assignee's execution hereof, Assignee hereby assumes and agrees to perform all of the terms, covenants, conditions, duties and obligations of the landlord that may be required to be performed under the Lease, on and after the date Assignee acquires title to the Property. Assignee indemnifies and agrees to hold Assignor harmless for all matters involving the Tenant arising on and after the date Assignee acquired title to the Property. Assignor indemnifies and agrees to hold Assignee harmless for all matters involving the Tenant arising prior to the date Assignor acquired title to the Property.

2. Assignee acknowledges receipt of and/or an accounting for any security deposits and other prepaid amounts, if any, deposited under the Lease by the Tenant. Assignor has (or will, upon request) provide complete copies of the written Lease to Assignee.

3. All of the covenants, terms and conditions set forth herein shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

4. Assignee is authorized to notify the Tenant of the change in ownership of the Property and that Assignee has succeeded to the interests of the landlord under the Lease for all purposes.

Assignor and Assignee have executed this Assignment of Lease and Assumption Agreement effective as of January 30, 2020.

**Assignor:** **11512 CONFEDERATE, LTD.,**  
a Texas limited partnership

By: Oxner, Inc.,  
a Texas corporation  
General Partner

By:   
Jerry Oxner, President

**Assignee:** **KIDSMAR, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Meyer Marcus, its Manager

Attachment: Exhibit "A" (Lease for the Property)

Assignor and Assignee have executed this Assignment of Lease and Assumption Agreement effective as of January \_\_\_\_, 2020.

**Assignor:**                   **11512 CONFEDERATE, LTD.,**  
a Texas limited partnership

By: Oxner, Inc.,  
a Texas corporation  
General Partner

By: \_\_\_\_\_  
Jerry Oxner, President

**Assignee:**                   **KIDSMAR, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Meyer Marcus, its Manager

Attachment: Exhibit "A" (Lease for the Property)

**EXHIBIT "A"**

**[Identification of Leases]**

1. Town of Horizon City

January 30 2020

Town of Horizon City, Texas  
15001 Darrington Rd.  
Horizon City, Texas 79928

RE: Notice of Change of Ownership from 11512 CONFEDERATE, LTD., a Texas limited partnership to KIDSMAR, LLC, a Texas limited liability company for the premises located at 15001 Darrington Rd., Horizon City, Texas (the "Property").

Dear Tenant:

You are hereby notified as follows:

1. As of this date, the premises at the Property which you are renting has been sold and conveyed to KIDSMAR, LLC, a Texas limited liability company (the "New Owner").
2. Your security deposit in the aggregate amount of \$1,400.00 with respect to your premises at the Property has been delivered to the New Owner and they have acknowledged below receipt of your deposit.
3. Future rental payment with respect to your leased premises at the Property should be made payable to the New Owner. The address is as follows:

KIDSMAR, LLC, a Texas limited liability company  
c/o of MIMCO, LLC  
6500 Montana Ave.  
El Paso, Texas 79925

Sincerely,

11512 CONFEDERATE, LTD.,  
a Texas limited partnership


By: Oxner, Inc.,  
a Texas corporation  
General Partner

By:   
Jerry Oxner, President

The undersigned, KIDSMAR, LLC, a Texas limited liability company does hereby acknowledge receipt of your security deposit of \$1,400.00 and is hereafter responsible to you for it in accordance with your lease.

**NEW OWNER:**

KIDSMAR, LLC, a Texas limited liability company

By:   
\_\_\_\_\_  
Meyer Marcus, its Manager

141774 COM  
WST

**NOTICE OF CONFIDENTIALITY RIGHTS:**

④

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**SPECIAL WARRANTY DEED**

We hereby certify this to be a true and correct copy of the original instrument as filed for record.

BY: [Signature]  
WESTSTAR TITLE

STATE OF TEXAS )  
  )  
COUNTY OF EL PASO )

**11512 CONFEDERATE, LTD.**, a limited partnership (*Grantor*), for an adequate consideration to Grantor it in hand paid and agreed to be performed by **KIDSMAR, LLC**, a Texas limited liability company (*Grantee*), 6500 Montana Avenue, El Paso, Texas 79925 (*Grantee*), has GRANTED, SOLD and CONVEYED and by these presents does hereby GRANT, SELL AND CONVEY unto Grantee the "Property" commonly known as 15001 Darrington Rd., Horizon City, Texas 79928, (i) together with all buildings and improvements and fixtures located thereon (the "Improvements"), (ii) all Grantor's rights, privileges and appurtenances pertaining to the Property and Improvements, (iii) all Grantor's rights, title and interest in any minerals, utilities, adjacent streets, sidewalks, alleys and any strips, gores and rights-of-way, and (iv) Grantor's interest in all licenses and permits pertaining to the Property and more particularly described as follows (collectively, the "Property"):

**Parcel 1: Lot 2, Block 1, HORIZON STAR COMMERCIAL CINTER UNIT ONE, TOWN OF HORIZON CITY, El Paso County, Texas, according to the plat thereof on file under Clerk's File No. 20160056922, Real Property Records, El Paso County, Texas.**

**Parcel 2: Easement estate created by that certain Easement Agreement in Volume 2815, Page 1957, Real Property Records, El Paso County, Texas, between the Trustees of the property of The Episcopal Church, Diocese of The Rio Grande, in Texas, and the Town of Horizon City, Texas.**

**Parcel 3: Easement estate created by that certain Reciprocal Access Easement Declaration from 11512 CONFEDERATE, LTD., dated January \_\_\_\_, 2020, filed on \_\_\_\_\_ under Clerk's File No. \_\_\_\_\_, Real Property Records, El Paso County, Texas.**

**Parcel 4: Easement estate created by that certain Drainage Easement Declaration from 11512 CONFEDERATE, LTD., dated January \_\_\_\_, 2020, filed on \_\_\_\_\_ under Clerk's File No. \_\_\_\_\_, Real Property Records, El Paso County, Texas.**

This conveyance is subject to:

1. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
2. Standby fees, taxes and assessments by any taxing authority for the year 2020, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.

3. All leases, grants, exceptions or reservations of coal, lignite, oil, as and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public records.
4. Rights of parties in possession under the unrecorded written leases with the Town of Horizon City, Texas.
5. Any and all claims of right, title and interest to the property, including but not limited to any right of possession or claim for damages relating to the property which has been asserted or may be asserted, of record or not, by or on behalf of any Indian or Indian Tribe, including but not limited to the Tigua Indian Tribe of El Paso, Texas, also known as Pueblo De La Ysleta del Sur, also known as the Ysleta de Sur Pueblo Indian Tribe, also known as the Tigua Indian community, including but not limited to claims appearing in Affidavit of Julian Granillo, filed for record April 16, 1993 recorded in Volume 2553, Page 1958, Real Property Records of El Paso County, Texas.
6. Easements as shown on the recorded plat under Clerk's File No. 220160056922, Real Property Records, El Paso County, Texas Said easement being 10 feet in width across the easterly property line of the Property.
7. Title to 1/16th of all oil, gas and minerals of every kind and character except Sulphur and 1/8th of all Sulphur, in, on and under the Property, together with all rights, privileges and immunities relating thereto, heretofore reserved or conveyed by predecessors in title, to the State of Texas, in Volume 934, Page 284, Real Property Records, El Paso County, Texas.
8. Title to all oil, gas and minerals of every kind and character in, on and under the insured premises, together with all rights, privileges and immunities relating thereto, heretofore reserved or conveyed by predecessors in title to Horizon Properties Corp., in Volume 1235, Page 1007, Real Property Records, El Paso County, Texas.
9. This property lies within the taxing jurisdiction and authority of the El Paso County Water Authority-Horizon (M.U.D.) as referred to in Volume 2079, Page 114 and Volume 2135, Page 88, Real Property Records, El Paso County, Texas; n/k/a Horizon Regional Municipal Utility District, as set out in Volume 4778, Page 1329 and under Clerk's File No. 20050023533, Real Property Records, El Paso County, Texas.
10. Title to 1/8th royalty in any oil, gas and minerals of every kind and character in, on and under the insured premises, together with all rights, privileges and immunities relating thereto, heretofore reserved or conveyed by predecessors in title, to R.C. SPARKS, et al., of record in Volume 1294, Page 441, Real Property Records, El Paso County, Texas; and transferred to Wilna R. Ruth Sparks, et al., in Volume 325, Page 86, Real Property Records, El Paso County, Texas.
11. Easement Agreement in Volume 2815, Page 1957, Real Property Records, El Paso County, Texas, between the Trustees of the property of The Episcopal Church, Diocese of the Rio Grande, in Texas, and the Town of Horizon City, Texas and all terms, conditions and stipulations set out therein; and as further cited in that certain Deed in Volume 2815, Page 1964, Real Property Records, El Paso County, Texas, from the Trustees of the property of the Episcopal Church, Diocese of the Rio Grande, in Texas to the Town of Horizon City, Texas.

12. Terms, conditions and provisions of that certain Reciprocal Access Easement Declaration dated January \_\_\_\_, 2020, executed by Grantor recorded under Clerk's File No. \_\_\_\_\_, in the Real Property Records, El Paso County, Texas.
13. Burdens and benefits, if any, of that certain Drainage Easement Declaration dated January \_\_\_\_, 2020, executed by Grantor, recorded under Clerk's File No. \_\_\_\_\_, in the Real Property Records, El Paso County, Texas.
14. Fire hydrant along the northerly portion of the Property, as shown on the survey dated January 2, 2020, by Larry L. Drewes.

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, Grantee's successors and assigns forever, and Grantor hereby binds Grantor and Grantor's successors and assigns to warrant and forever defend, all and singular, the Property unto Grantee, Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the Property or any part thereof, by through or under Grantor, but not otherwise.

This Special Warranty Deed is executed January 30, 2020.

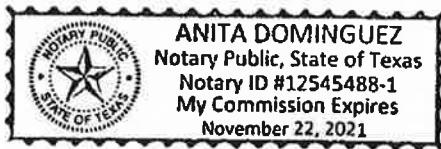
**Grantor:** **11512 CONFEDERATE, LTD.,**  
a Texas limited partnership

By: Oxner, Inc.,  
a Texas corporation  
General Partner

By: *Jerry Oxner*  
Jerry Oxner, President

STATE OF TEXAS        )  
                                  )  
COUNTY OF EL PASO    )

This Special Warranty Deed was acknowledged before me on January 30, 2020, by Jerry Oxner, President of Oxner, Inc., General Partner of 11512 Confederate, Ltd., a Texas limited partnership, on behalf of the limited partnership.



*Anita Dominguez*  
Notary Public  
[Seal]



**TOWN OF HORIZON CITY  
MEMORANDUM**

**Date:** June 5, 2020

**To:** Honorable Mayor and Members of City Council

**From:** Michelle Padilla, Planning Director

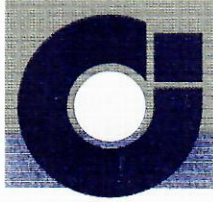
**SUBJECT:** On a request that the City Council reaffirm its approval of the final plat for Town Center Unit Two subdivision. Request submitted by Conde, Inc.

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On May 14, 2019, the City Council approved of the final plat application for the Town Center Unit Two subdivision. The 12-month time frame to submit a recording plat has since expired.

In conformance with Subdivision Ordinance, the applicant has submitted a request for the final plat approval to be reaffirmed for an additional six months as they continue to coordinate the final improvements with the City.

Attached for your review is the applicant's written request.



**CONDE INC**

May 20, 2020

Michelle Padilla  
c/o Elizabeth Luna  
Town of Horizon - Planning Division  
14999 Darrington Road  
Horizon City, Texas 79928

**RE: Horizon Town Center Unit Two**

Dear Michelle,

On behalf of Ranchos Real XV, LLC, we want to thank you for all your assistance regarding the processing of the above referenced project. This letter is to request per Section 4.11.2 "Expiration of Final Plat approval" to request Town Council to reaffirm their approval of the Final Plat and to allow a single extension of the deadline for the recording plat for a period not longer than six months.

If you have any questions or need any additional information, please feel free to contact us at our office 915-592-0283.

Sincerely,

**CONDE, INC.**



Conrad Conde



**TOWN OF HORIZON CITY  
MEMORANDUM**

**Date:** March 20, 2020

**To:** Honorable Mayor and Members of City Council

**From:** Michelle Padilla, Planning Director

**SUBJECT:** **1st Reading of Ordinance \_\_\_\_:** An ordinance amending the Municipal Code of the Town of Horizon City, Texas, Chapter 14 (Zoning), Exhibit A (Zoning Ordinance), to revise and amend the following: 1) Subchapter 4 (Residential Districts) to add a residential district, amend development standards by revising lot and building sizes, setbacks, and revise regulations related to uses permitted by Specific Use Permit; 2) Subchapter 8 (General Provisions), Section 804 (Wall Standards) to revise the rear wall standards for rear walls on golf course lots; and providing for the following: findings of fact; repealer; severability; proper notice and hearing; the penalty being as provided in Section 810 of the City Code, Chapter \_\_, Section \_\_ of the Town of Horizon City, Texas, creating a misdemeanor punishable by a fine not to exceed \$2,000.00.

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On March 16, 2020, the Planning and Zoning Commission voted unanimously to recommend that the City Council approve the proposed zoning amendment. The attached amendment establishes an additional residential zoning district and adjusts the minimum lot requirements for residential lots which will allow for a range of sizes from 5,000 square feet to 9,000 square feet for more. It also allows for an administrative process to issue specific use permits for temporary real estate offices in new residential structures and provides for more flexible height standards for rear walls along the golf course.

The P&Z Commission did question why 4,500 square foot lots were not considered and staff informed the Commission that the recommendation was based on comments and concerns that had been expressed previously in response to similar proposed changes.

This amendment is brought forward in accordance with the City's Shaping Our Horizon: 2030 - Comprehensive and Strategic Plan which calls for the following strategic actions in regard to land use:

- Establish zoning to accommodate denser and more walkable mixed-use development
- Revise existing zoning categories to simplify and align with the Future Land Use Map
- Enable neighborhood character through lot and home size variety

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE TOWN OF HORIZON CITY, TEXAS, CHAPTER 14 (ZONING), EXHIBIT A (ZONING ORDINANCE), TO REVISE AND AMEND THE FOLLOWING:**

**1) SUBCHAPTER 4 (RESIDENTIAL DISTRICTS) TO AMEND DEVELOPMENT STANDARDS BY REVISING LOT AND BUILDING SIZES, SETBACKS, AND REVISE REGULATIONS RELATED TO USES PERMITTED BY SPECIFIC USE PERMIT; 2) SUBCHAPTER 8 (GENERAL PROVISIONS), SECTION 804 (WALL STANDARDS) TO REVISE THE REAR WALL STANDARDS FOR REAR WALLS ON GOLF COURSE LOTS; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; REPEALER; SEVERABILITY; PROPER NOTICE AND HEARING; THE PENALTY BEING AS PROVIDED IN SECTION 810 OF THE CITY CODE, CHAPTER \_\_, SECTION \_\_ OF THE TOWN OF HORIZON CITY, TEXAS, CREATING A MISDEMEANOR PUNISHABLE BY A FINE NOT TO EXCEED \$2,000.00.**

**WHEREAS,** a proposal was brought forward by staff to and considered by the Town of Horizon City Planning and Zoning Commission to amend portions of the Zoning Ordinance as set forth in Chapter 14 of the Municipal Code; and

**WHEREAS,** the Planning and Zoning Commission considered the staff’s proposals at its \_\_\_\_\_, 2020 meeting and voted to recommend [approval] of the change to the ordinance; and

**WHEREAS,** the notice required by the Texas Local Government Code has been published in a newspaper of general circulation; and

**WHEREAS,** public hearings have been held by the City Council as required by law; and

**WHEREAS,** all written and oral protests (if any) submitted against the proposed ordinance change have been reviewed and considered; and

**WHEREAS,** pursuant to Texas Local Government Code section 51.001, the Town has general authority to adopt an ordinance that is for the good government, peace or order of the Town and is necessary or proper for carrying out a power granted by law to the Town; and

**WHEREAS,** the City Council finds that it is necessary and proper for the good government, peace and order of the Town of Horizon City to adopt this Ordinance and technical code; and

**WHEREAS,** the City Council finds that the costs and fees provided for in this ordinance reflect the costs of issuing permits and providing the regulated services.

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

**I. ENACTMENT OF AMENDMENTS**

Pursuant to Sections 51.001 and 51.012 of the Texas Local Government Code, the City Council of the Town of Horizon City hereby enacts and adopts this Ordinance to amend Chapter 14 of the Municipal Code, which chapter regulates zoning within the territorial limits of the Town of Horizon City and related matters, to amend Sections 103, 202, 301, 302, 401, 403, 404, 405, 502, 503, 602, 603, 703, 802, 803, 804, 807, 812, 901 and 1311, and Appendix I as follows:

**CHAPTER 4  
Residential Districts**

**Section 401 Districts Established**

**401.1 General**

The following districts have been established as residential zones for the Town of Horizon City for zoning and rezoning of properties after the adoption of this Ordinance amending Ordinance No. 0102 (February 24, 2015):

R-1      R-3      R-5      R-MH  
  
R-2      R-4      R-PD

**Section 405 Bulk Regulations**

**405.1 Lot Size Standards**

	Min. Lot Areas (square feet)	Min. Average Lot Width (feet)	Min. Lot Depth (feet)
R-1	9,000	60	120
R-2	6,000	50	100

R-3	<del>6,000</del> <u>5,500</u>	<del>50</del> <u>45</u>	90
R-4	<del>8,000 for duplexes</del> <u>5,000</u>	<del>50</del> <u>45</u>	<del>100</del> <u>90</u>
<u>R-5</u>	<u>8,000 for duplexes</u>	<u>50</u>	<u>100</u>
R-PD	6,000	50	100
R-MH	Unspecified	50	100
Other Permitted Uses	9,000	150	200

**405.2 Setback Requirements**

	Minimum Front Yard	Minimum Side Yard	Minimum Side Yard Abutting a Street	Minimum Rear Yard
R-1	20 feet	10 feet	15 feet	20 feet
R-2, R-3, R-4, <u>R-5</u>	20 feet	5 feet	10 feet	20 feet
R-PD	20 feet	5 feet	10 feet	20 feet
R-MH	20-30 feet	5 feet	15 feet	20 feet
Other Permitted Uses	20 feet without parking 45 feet with parking	15 feet	15 feet	20 feet

**405.3 Dwelling Size Standards**

Dwelling size standards, in minimum square feet, excluding garages, carports, porches and patios, are as follows:

		Square Feet (Minimum)	
R-1	Single-family dwelling	2,000 1,500	1 story more than 1 story*

R-2	Single-family dwelling	1,500 800	1 story more than 1 story*
R-3	Single-family dwelling	1,250 800	1 story more than 1 story*
R-4	<del>Two-family duplex dwelling</del> Single-family dwelling	<del>1,800</del> 1,000 <del>900</del> 800	1 story <del>each unit</del> more than 1 story *
R-5	Two-family duplex dwelling	1,800 900	1 story each unit
R-5	Single-family dwelling	1,500 1,000	1 story more than 1 story*
R-PD	Single-family dwelling*	1,000 900	1 story 2 story provided total is 1,400+
R-MH	Single-family dwelling	728	
* Minimum square footage of the main floor. Total square footage of 1+ stories shall be at least the square footage of 1 story.			

## Section 406 Uses Permitted by Specific Use Permit (SUP)

### 406.1 General

The following uses may be permitted by a Specific Use Permit that is administratively approved by the Mayor or his designee, if approved by the City Council, with or without conditions, ~~following a report by the Planning and Zoning Commission~~, in accordance with the ~~procedures, guides and standards~~ of the City Code.

A. Temporary real estate sales office associated with a new residential development conducted within:

1. a new residential structure adapted for that purpose; or,
2. a commercial office trailer placed on a residential lot within the aforementioned new residential development, provided however that such commercial office trailer is not also used for residential purposes.

### 406.2 Cessation of Temporary Uses

A. Real estate sales office uses, as otherwise authorized by Section 4.06.1.B [406.1.A], shall not continue for more than twelve months, unless expressly extended by the ~~City Council~~ Mayor or his designee. Only one six-month extension shall be allowed.

B. Any adaptations of residential structures shall be removed at the end of the term of use.

C. Any commercial office trailer used for a real estate sales office shall be removed within 30 days of the cessation of its authorized use as a sales office.

## CHAPTER 8 General Provisions

### Section 802 Wall Standards

#### 802.2 Regulations *(amending only subsections 802.2.3)*

**802.2.3** Rear walls on golf course lots shall be of rock and mortar two feet (2') high with one foot (1') square rock pillars constructed on the wall every ten feet (10') with rails of wrought iron set between the pillars. The maximum height of the wrought iron sections shall be six feet (6') in height from finished grade. The height of the rock pillars may match the height of the wrought iron. The rear wall height shall comply with Subsection 807.1.0 when applicable. The Building Official may allow the location of one or more pillars to be adjusted for the wall to correctly fit the property dimensions.

### II. FINDINGS OF FACT

That this ordinance was duly enacted with all requisites and formalities incident thereto the enactment of ordinance, and such is evidenced by the signatures below; and further that the foregoing recitals are incorporated into this ordinance by reference as findings of fact as if expressly set forth herein.

### III. REPEALER

All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the effect of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

### IV. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

### V. EFFECTIVE DATE

This ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect 60 days from and after the date of its final passage and adoption.

**VI. PROPER NOTICE AND MEETING**

It is officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52, Texas Local Government Code and the Charter of the Town of Horizon City, Texas.

**PASSED AND APPROVED** this the \_\_\_\_ day of \_\_\_\_\_, 2020, by a vote of \_\_\_\_ (ayes) to \_\_\_\_ (nays) to \_\_\_\_ (abstentions) of the City Council of Horizon City, Texas.

**Town of Horizon City**

\_\_\_\_\_  
Ruben Mendoza, Mayor

**ATTEST:**

\_\_\_\_\_  
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Bertha A. Ontiveros  
Assistant City Attorney

\_\_\_\_\_  
Michelle Padilla, AICP, CNU-A  
Planning Director

First Reading:

Second Reading:



**TOWN OF HORIZON CITY  
MEMORANDUM**

**Date:** March 6, 2020

**To:** Honorable Mayor and Members of City Council

**From:** Michelle Padilla, Planning Director

**SUBJECT:** On a replat application for Horizon Manor Unit Three Replat "A" (SUB #002434-2019), legally described as a portion of lot 19, Block 9, Horizon Manor Unit Three, Town of Horizon City, El Paso County, Texas. Containing 7.935 ± acres. Application submitted by CAD Consulting Co.

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On February 17, 2020, the Planning and Zoning Commission voted unanimously to recommend that the City Council approve the replat application for the Horizon Manor Unit Three Replat "A" with the condition that staff comments be addressed prior to City Council action.

Although the applicant has provided a revised plat that addresses most of the comments listed on the staff report, not all comments have been addressed. Staff recommends **denial** of the replat application.

Additionally, staff has requested throughout the application process that the City be provided with a cost estimate for the oversized improvements that the applicant has indicated are required to serve the existing stormwater runoff from the surrounding development. To date, staff has not received any information on the cost estimate.

Attached for your review is the staff report and the replat (preliminary and final).

**History:**

The City Council approved the rezoning application for this property on June 12, 2018. The zoning district is now R-2 (residential).



**TOWN OF HORIZON CITY**  
**Planning and Zoning Commission Staff Report**

**Case No.:** SUB002434-2019  
**Application Type:** Replat Application  
**Proposed Name:** Horizon Manor Unit Three Replat “A”  
**P&Z Hearing Date:** **February 17, 2020 (Postponed at January 20, 2020 Meeting)**  
**Staff Contact:** Michelle Padilla, Planning Director  
915-852-1046 ext.105; [mpadilla@horizoncity.org](mailto:mpadilla@horizoncity.org)

**Address/Location:** The property is located on the west side of Duanesburg Street & encircled by Opossum Circle  
**Legal Description:** A portion of Lot 19, Block 9, Horizon Manor Unit Three, El Paso County, Texas  
**Acreage:** Approximately 7.9365 acres  
**Existing Use:** Open Space/Ponding Area  
**Existing Zoning:** Rezoned to R-2 (Residential) on June 12, 2018 (Ordinance 244)  
**Property Owner:** JPD Properties LLC  
**Applicant:** CAD Consulting Company

**Future Land Use Designation:** Park/Open Space  
**Nearest Park:** Golden Eagle Park  
**Nearest School:** Carrol T. Welch Intermediate School

**Surrounding Zoning and Land Use:**

**North:** R-8 (Residential)-Single Family Homes  
**South:** R-8 (Residential)-Single Family Homes  
**East:** R-9 Residential)-Single Family Homes  
**West:** R-8 (Residential) & R-4A Single Family Homes

**Application Description:**

The applicant proposes to Replat approximately 7.9365 acres of land. The proposed subdivision includes 31 single family residential units, the smallest lot measures approximately 6,000 square feet and the largest lot measuring approximately 8,083 square feet in size. An existing pond will be sized to accommodate the new residential subdivision and its drainage.

In accordance with Section 2.10 of the Municipal Code for Subdivisions, no parkland dedication is required; however, the applicant is required to pay **\$12,400** in park fees prior to filing the subdivision plat.

**Notice:**

In accordance with Section 212.015.f of the Texas Local Government Code, notice of the approval of the replat will be mailed to each property owner of a lot in the original subdivision that is within 200 feet of the lot(s) to be replatted no later than fifteen (15) days after the date of the City Council meeting at which the replat is approved.

**Staff Recommendation:**

Staff recommends *approval* of the proposed Replat with the condition that all plat comments be addressed prior to City Council action. A revised plat must be submitted on or before Friday, *February 21, 2020*. The plat comments are as follows:

**Planning Division Comments:**

1. Preliminary/Final Plat: Provide different street names
2. Preliminary/Final Plat: It is recommended that the 10' utility easement running through lots 5-8, Block 1 and lots 4-7, Block 2 be vacated. If that is not feasible, provide proof that 1,250 square foot structures will be able to be constructed on the lots while maintaining the required setbacks.
3. Preliminary/Final Plat: It is recommended that the 10' utility easement proposed along front of the most of the lots be continued along lots 1-4, block 1 and lots 1-3, block 2.
4. Preliminary Plat: Provide street cross-section on the preliminary plat
5. Final Plat: Remove "parks" from dedication statements
6. Final Plat: Remove the "El Paso County Certificate of Plat approval" statement
7. Final Plat: Provide copy of proposed covenants for review.

**General Note:** If the proposed pond is going to be oversized to accommodate existing flows, please provide the developer's required improvements with associated costs and the oversized improvements with associated costs for consideration by the City as soon as possible.

**Other Requirements:**

1. Original 2020 Tax Certificate showing zero balance will be required prior to recording.
2. Change 2019 dates to 2020 where applicable on face of plats
3. Parkland Fees - \$12,400 due prior to filing plat

**Public Works Director Comments:**

**Preliminary Plat:**

1. Provide location of any existing utilities with the size of sewer or water mains if they exist within the area.
2. Show Drainage flow arrows on existing streets. Show water draining into the pond.
3. Provide Ponding capacity information/calculations. See Ordinance No.0035 4.2.2.5 (7c.) and 4.2.2.6 (8c.) and 4.2.2.6 (8d.) and 4.2.2.7 (9)
4. Show watershed areas.
5. Provide legal description at the east and west side parcels.
6. Provide the Lot Number and Block Number for proposed area to include adjacent lot.

NOTE: Drainage study/report to be submitted during the Subdivision Improvement Plan Review.

**Final Plat:**

1. Provide legal description at the east and west side parcels.
2. Missing all addresses, no address review. El Paso County 9-1-1 District approval is required.
3. Provide existing address from the adjacent lots located at the south AND north side of the proposed subdivision.
4. Missing Benchmark along with DATUM information (see Preliminary plat).
5. Provide A copy of the restrictions and covenants to be recorded, if any.
6. Provide the Lot Number and Block Number for proposed area to include adjacent lot.
7. Provide utility easements for Block 3 and block 2 facing Duanesburg St.
8. Remove 10' Utility Easement on Blocks 1 and 2.
9. On the note section, add a note stating the developer is responsible to repave any portion of Duanesburg St. or Opossum Cir. (include limits, sidewalks and H.C. Ramps) as necessary for drainage purposes.

**Town Engineer Comments:****Summary of Recommended Conditions for Preliminary Plat Approval:**

The Town Engineer recommends the following:

1. Revise legal description, to read “..Town of Horizon City, El Paso, County, Texas...”; subdivision in Town of Horizon City’s city limits.
2. Per Section 4.2.2.11 of the Subdivision Ordinance, add a list of proposed street on plat.
3. Provide typical section for proposed streets.
4. For Block 1, there are two parcels labeled Lot 8, correct.
5. Show 5-foot Utility Easements to the on the south side of subdivision along lots- Block 1 Lot 4 and 5 and 20-foot drainage easement.
6. Verify that minimum lot requirements, such as setbacks and dwelling size, will be meet for Block 1, Lots 5, 6, 7, 8 and Block 2-Lots 4, 5, 6, and 7. Existing 10’ utility easement will restrict placement of dwellings.
7. Consider add restrictions to covenants for Block 1, Lots 5, 6, 7, 8 and Block 2- Lots 4, 5, 6, and 7 prohibiting the construction of in ground pool due to location of utility easements.
8. Coordinate with the Town of Horizon City with regard to any additional comments they may have.

**Summary of Recommended Conditions for Final Plat Approval:**

The Town Engineer recommends the following:

1. Revise legal description, to read “..Town of Horizon City, El Paso, County, Texas...”; subdivision in Town of Horizon City’s city limits.
2. Show 5-foot Utility Easements to the on the south side of subdivision along lots- Block 1 Lot 4 and 5 and 20-foot drainage easement.
3. Verify that minimum lot requirements, such as setbacks and dwelling size, will be meet for Block 1, Lots 5, 6, 7, 8 and Block 2-Lots 4, 5, 6, and 7. Existing 10’ utility easement will restrict placement of dwellings.
4. Provide addresses for the proposed lots.
5. Provide Benchmark on plat.

6. Add Legend indicating monumentation.
7. Revise dates in dedication block to 2020.
8. Consider add restrictions to covenants for Block 1, Lots 5, 6, 7, 8 and Block 2- Lots 4, 5, 6, and 7 prohibiting the construction of in ground pool due to location of utility easements.
9. Coordinate with the Town of Horizon City with regard to any additional comments they may have.

**El Paso 9-1-1 District:**

On January 14, 2020, the following review comment/concern was received:

1. Street names as proposed on plat appear as duplicate names. In the event of an emergency, time could be lost trying to find which is the correct street even if streets are close together.

The City responded to the District's concern and informed them the City had requested new street names for the proposed Replat.

**Attachments:**

- 1 - Zoning Designation (Rezoned 6/12/18 to R-2)**
- 2 – Aerial**
- 3 - Plat Location Map**
- 4 – Preliminary and Final Plats**
- 5 – Application**

**Attachment 1: Zoning Designation**

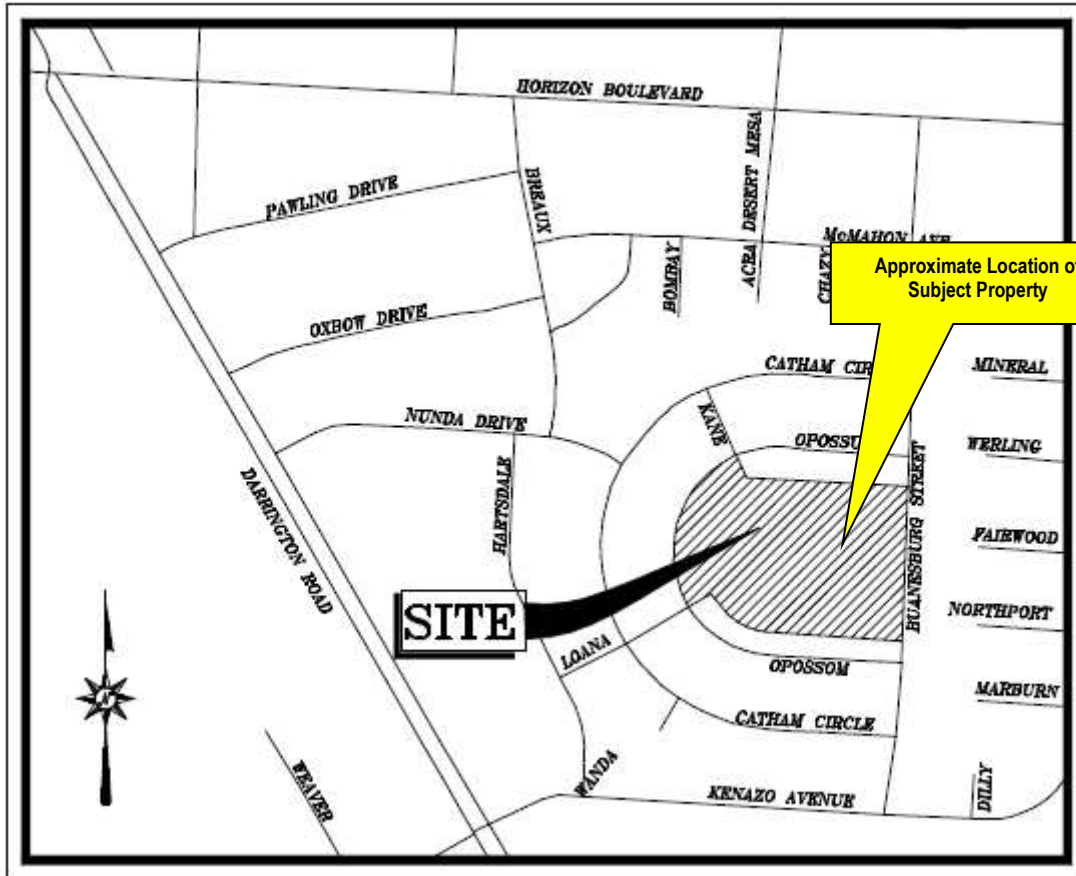


**Attachment 2: Aerial**



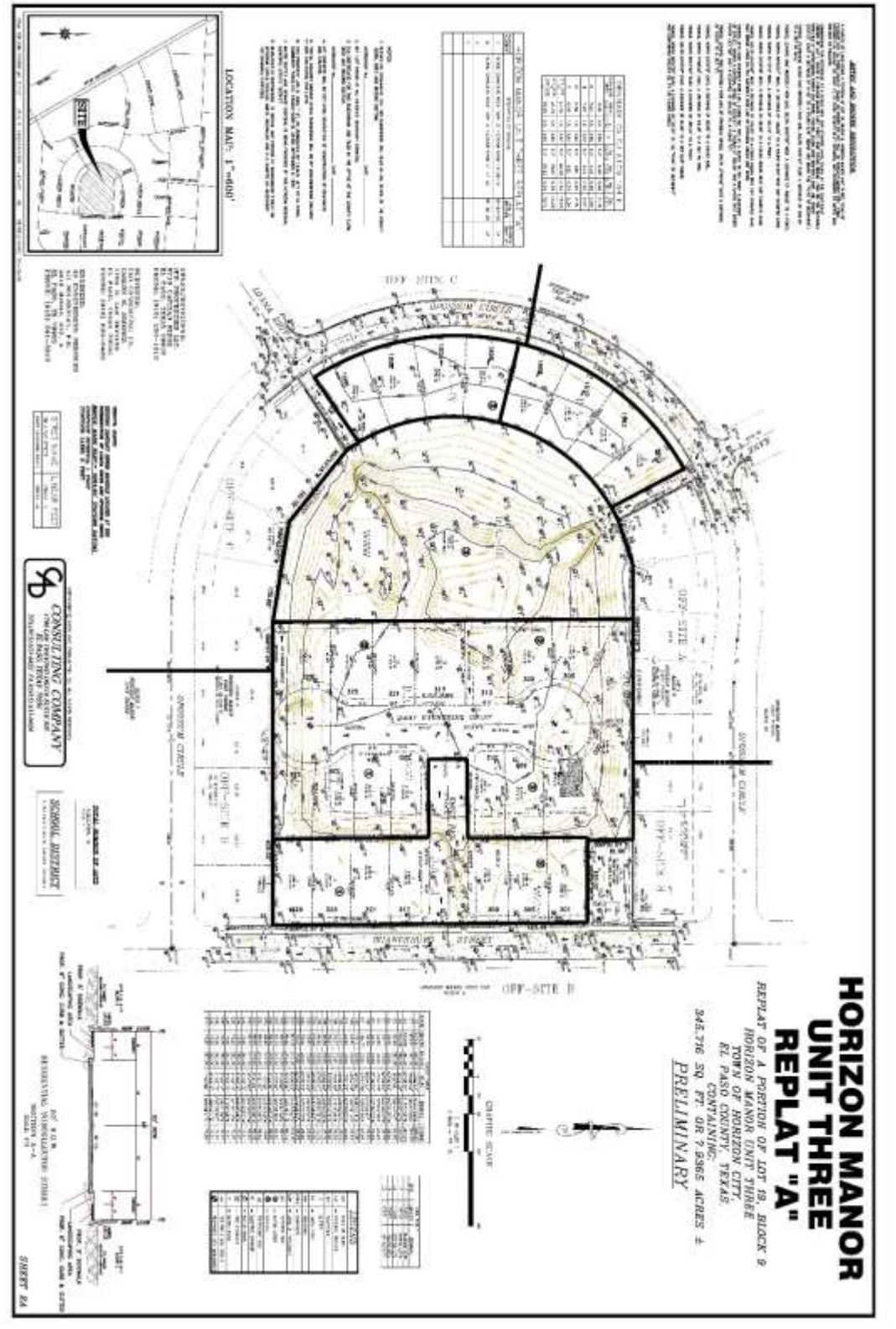
**Attachment 3: Location Map**

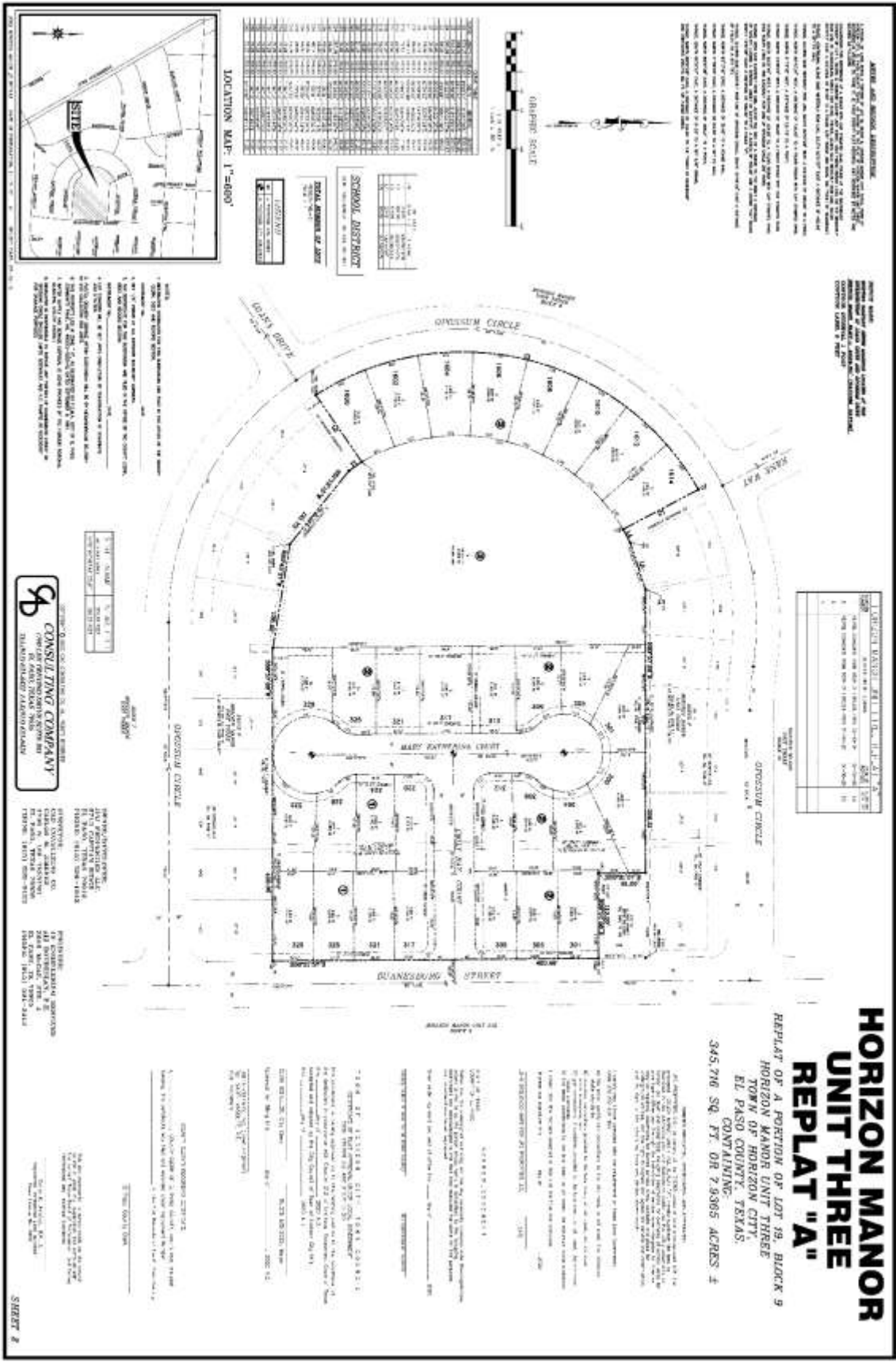
**LOCATION MAP: 1"=600'**



JOB# HORIZON MANOR #3 REPLAT    DATE OF PREPARATION: 11-17-17    ML

**Attachment 4 – Revised 1/16/2020 - Preliminary and Final Plats**





## Attachment 5: Application



**TOWN OF HORIZON CITY**  
 14999 Darrington Road  
 Horizon City, Texas 79928  
 Phone 915-852-1046 Fax 915-852-1005

### REPLAT APPLICATION

SUBDIVISION ASSIGNED NAME HORIZON MANOR UNIT THREE REPLAT A DATE \_\_\_\_\_

1 LEGAL DESCRIPTION FOR THE AREA INCLUDED ON THIS PLAT (TRACT, BLOCK, GRANT, etc.)  
APARTION OF LOT 19, BLOCK 9, HORIZON MANOR UNIT THREE

2 PROPERTY LAND USES		ACRES	SITES	ACRES	SITES
SINGLE-FAMILY	_____	_____	<u>31</u>	_____	_____
DUPLEX	_____	_____	_____	_____	_____
APARTMENT	_____	_____	_____	_____	_____
MOBILE HOME	_____	_____	_____	<u>2.4206</u>	<u>1</u>
P.U.D.	_____	_____	_____	_____	_____
PARK	_____	_____	_____	_____	_____
SCHOOL	_____	_____	_____	_____	_____
COMMERCIAL	_____	_____	_____	_____	_____
INDUSTRIAL	_____	_____	_____	_____	_____
OFFICE	_____	_____	_____	_____	_____
STREET & ALLEY	_____	_____	_____	_____	_____
PONDING & DRAINAGE	_____	_____	_____	_____	_____
INSTITUTIONAL	_____	_____	_____	_____	_____
OTHER	_____	_____	_____	_____	_____
TOTAL NO. SITES				_____	<u>31</u>
TOTAL (GROSS) ACREAGE				_____	_____

3 WHAT IS THE EXISTING ZONING OF THE ABOVE DESCRIBED PROPERTY? R-2 PROPOSED ZONING \_\_\_\_\_

4 WILL THE RESIDENTIAL SITES, AS PROPOSED, PERMIT DEVELOPMENT IN FULL COMPLIANCE WITH ALL ZONING REQUIREMENTS OF THE EXISTING RESIDENTIAL ZONE(S)? YES  NO

5 WHAT TYPE OF UTILITY EASEMENTS ARE PROPOSED? UNDERGROUND  OVERHEAD  COMBINATION

6 WHAT TYPE OF DRAINAGE IS PROPOSED? (IF APPLICABLE LIST MORE THAN ONE) DRAIN TO POND

7 IF SINGLE-FAMILY OR DUPLEX DEVELOPMENT IS PROPOSED: AVERAGE FLOOR AREA OF HOUSES \_\_\_\_\_

8 PRICE RANGE \_\_\_\_\_ TO \_\_\_\_\_ FINANCED UNDER FHA  VA  CONVENTIONAL

9 ARE SPECIAL IMPROVEMENTS PROPOSED IN CONNECTION WITH THE DEVELOPMENT? YES  NO

10 IS A MODIFICATION OF ANY PORTION OF THE SUBDIVISION ORDINANCE PROPOSED? YES  NO

11 IF ANSWER IS "YES", PLEASE EXPLAIN THE NATURE OF THE MODIFICATION \_\_\_\_\_

12 WHAT TYPE OF LANDSCAPING IS PROPOSED? PARKWAY  MEDIANS  OTHER

13 REMARKS AND/OR EXPLANATION OF SPECIAL CIRCUMSTANCES \_\_\_\_\_

14 WILL PLAT BE RECORDED PRIOR TO SUBDIVISION IMPROVEMENTS BEING COMPLETED & APPROVED? YES  NO  INITIALS EA

15 IF YES, PROVIDE THE REQUIRED GUARANTEE PER SECTION 4.10.3 & 8.17, ORD. #35 (ATTACH COPY)

16 WILL ANY RESTRICTIONS AND COVENANTS BE RECORDED WITH PLAT? YES  NO  INITIALS E.A. IF YES, PLEASE ATTACH COPY.

17 OWNER OF RECORD JPD PROPERTIES LLC 6713 CAPITAN RIDGE 750-1913

18 OPTIONEE \_\_\_\_\_

19 DEVELOPER \_\_\_\_\_

20 ENGINEER US ENGINEERING SERVICES 3616 H. ABE 591-3312

21 APPLICANT CAD CONSULTING CO. 1790 N. LEE TREVINO 633-6422

NOTE: Applicant is responsible for all expenses incurred by the City in connection with the Final plat approval request, including but not limited to attorney's fees, engineering fees and publication. Charges will be invoiced separately. Initials \_\_\_\_\_

Applicant Signature [Signature] EMAIL [Email]

APPLICATION MUST BE COMPLETE & VALIDATED PRIOR TO SUBDIVISION PROCESSING  
 Acceptance of fee does not grant acceptance of application.  
 Non Refundable Deposit \$800. & Fees: \$250 (\$100 Replat & \$150 Improvement Plan). Publishing Fee Deposit (if applicable): \$250

**METES AND BOUNDS DESCRIPTION**

A PARCEL OF LAND BEING A PORTION OF LOT 19, BLOCK 9, HORIZON MANOR UNIT THREE, TOWN OF HORIZON CITY, EL PASO COUNTY TEXAS, AS SHOWN ON THE PLAT OF HORIZON MANOR UNIT THREE, RECORDED IN VOLUME 35, PAGE 17, EL PASO COUNTY PLAT RECORDS, AND DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR REFERENCE AT A REBAR WITH CAP STAMPED 2446, FOUND AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 9, HORIZON MANOR UNIT THREE, SAID FOUND REBAR LYING ON THE WESTERLY ROW LINE OF DUANESBURG STREET (60' ROW); THENCE, ALONG SAID WESTERLY ROW LINE, SOUTH 00°31'57" EAST A DISTANCE OF 61.00' TO A FOUND 5/8" REBAR AND BEING THE "POINT OF BEGINNING"; THENCE, CONTINUING ALONG SAID WESTERLY ROW LINE, SOUTH 00°31'57" EAST A DISTANCE OF 420.49' TO A SET PK NAIL;

THENCE, LEAVING SAID WESTERLY ROW LINE, SOUTH 89°57'28" WEST A DISTANCE OF 405.00' TO A POINT;

THENCE, NORTH 80°43'37" WEST, A DISTANCE OF 135.92' TO A FOUND REBAR WITH CAP STAMPED 2448;

THENCE, NORTH 91°13'15" WEST, A DISTANCE OF 121.73' TO A POINT;

THENCE, NORTH 34°28'18" WEST, A DISTANCE OF 20.00' TO A FOUND REBAR WITH CAP STAMPED 2449;

THENCE, SOUTH 55°14'42" WEST, A DISTANCE OF 105.00' TO A FOUND REBAR WITH CAP STAMPED 2448, SAID REBAR LYING ON THE EASTERLY ROW LINE OF OPOSSUM CIRCLE (60' ROW);

THENCE, WITH SAID EASTERLY ROW LINE, ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 570.37', HAVING A CENTRAL ANGLE OF 93°22'17", A RADIUS OF 350.00' AND A CHORD THAT BEARS NORTH 13°51'05" EAST A DISTANCE OF 509.32' TO A FOUND "X";

THENCE, LEAVING SAID EASTERLY ROW LINE OF OPOSSUM CIRCLE, SOUTH 27°49'42" EAST A DISTANCE OF 110.01' TO A SET "X";

THENCE, NORTH 62°10'18" EAST, A DISTANCE OF 20.00' TO A FOUND NAIL;

THENCE, NORTH 71°58'22" EAST, A DISTANCE OF 63.39' TO A SET PK NAIL;

THENCE, NORTH 89°57'28" EAST, A DISTANCE OF 366.21' TO A POINT;

THENCE, SOUTH 00°31'57" EAST, A DISTANCE OF 61.00' TO A SET 5/8" REBAR;

THENCE, NORTH 89°57'28" EAST, A DISTANCE OF 110.00' TO THE "POINT OF BEGINNING" AND CONTAINING 345,716 SQ. FT. OR 7.9365 ACRES ±.

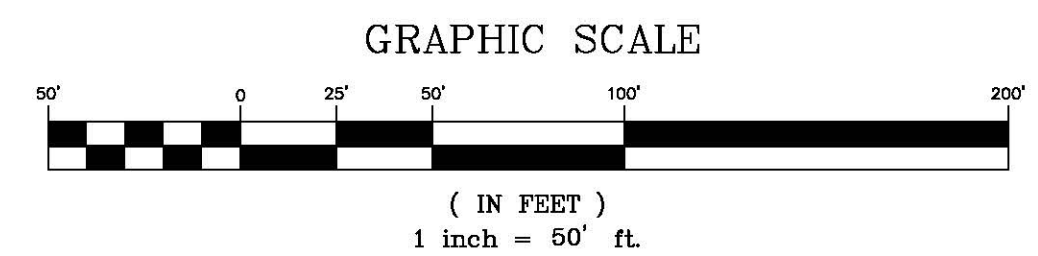
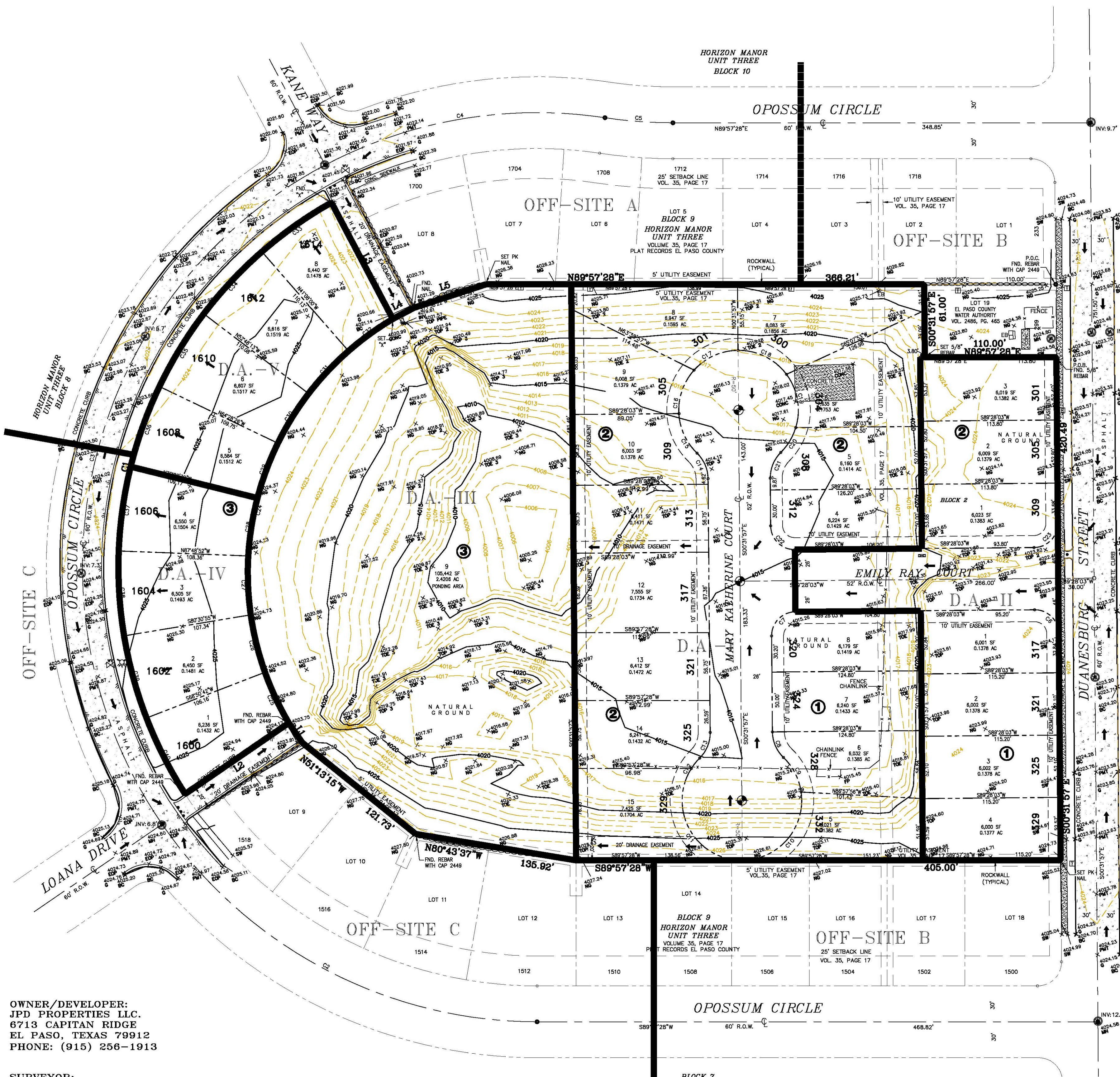
# HORIZON MANOR UNIT THREE REPLAT "A"

REPLAT OF A PORTION OF LOT 19, BLOCK 9 HORIZON MANOR UNIT THREE TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS. CONTAINING: 345,716 SQ. FT. OR 7.9365 ACRES ± **PRELIMINARY**

DRAINAGE AREA	AREA (Acres)	C	I <sub>10</sub> (in/hr)	C <sub>10</sub> (in/hr)	I <sub>24</sub> (in/hr)	C <sub>24</sub> (in/hr)	Q <sub>10</sub> (cfs)	Q <sub>24</sub> (cfs)
I	3.09	4.0	0.60	5.31	9.84	6.34	11.78	
II	1.23	4.0	0.60	5.31	3.92	6.34	4.69	
III	2.42	4.0	0.33	5.31	4.24	6.34	5.07	
IV	0.59	4.0	0.60	5.31	1.88	6.34	2.25	
V	0.60	4.0	0.60	5.31	1.92	6.34	2.29	
OFF-SITE	14.66	4.0	0.60	5.31	46.68	6.34	55.80	
OFF-SITE	24.78	4.0	0.60	5.31	78.89	6.34	94.29	
OFF-SITE	18.60	4.0	0.60	5.31	59.22	6.34	70.79	

REVISION NUMBER	DESCRIPTION OF REVISION	DATE OF REVISION	REVISION DONE BY
1.	REVISE COMMENTS FROM TOWN OF HORIZON FROM 12-30-19	01-03-20	EA
2.	REVISE COMMENTS FROM TOWN OF HORIZON FROM 01-07-20	01-08-20	EA
3.			
4.			

- NOTES:**
- RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD SECTION.
  - INSTRUMENT NO. \_\_\_\_\_ DATE \_\_\_\_\_
  - SET 1/2" REBAR AT ALL EXTERIOR BOUNDARY CORNERS.
  - TAX CERTIFICATE 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.
  - POSTAL DELIVERY SERVICE WITHIN SUBDIVISION WILL BE BY NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS.
  - THIS PROPERTY LIES IN ZONE "X", AS DESIGNATED BY F.E.M.A.; CITY OF EL PASO, COMMUNITY PANEL NO. 480212-0250-B, DATED SEPTEMBER 9, 1991.
  - WATER SUPPLY AND SEWAGE DISPOSAL IS BEING PROVIDED BY THE HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT
  - DEVELOPER IS RESPONSIBLE TO REPAVE ANY PORTION OF DUANESBURG STREET OR OPOSSUM CIRCLE (INCLUDE LIMITS, SIDEWALKS AND H.C. RAMPS) AS NECESSARY FOR DRAINAGE PURPOSES.

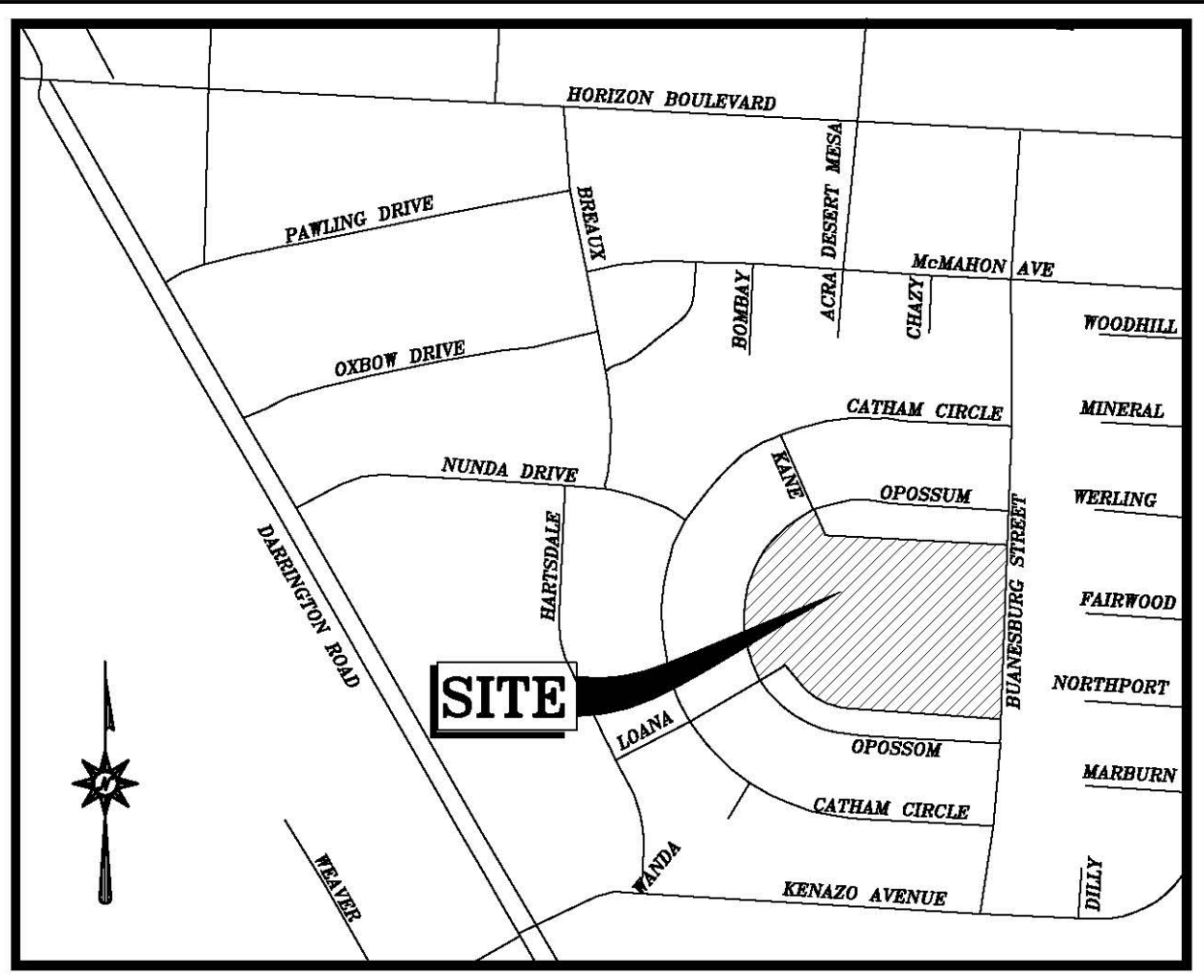


CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	570.37	350.00	93°22'17"	N13°51'05"E	509.32
C2	368.56	380.00	55°34'14"	S62°19'23"E	354.28
C3	640.96	380.00	86°38'36"	S13°31'00"W	587.64
C4	241.26	380.00	36°22'38"	S80°21'37"W	237.23
C5	56.98	380.00	8°32'28"	S85°44'48"E	56.93
C6	31.42	20.00	90°00'00"	N45°13'17"W	28.28
C7	31.42	20.00	90°00'00"	S44°28'03"W	28.28
C8	23.86	30.00	45°34'23"	S23°19'08"E	23.24
C9	33.15	50.00	37°58'56"	N27°08'52"W	32.54
C10	85.59	50.00	98°43'22"	N40°25'02"E	76.52
C11	106.77	50.00	122°20'38"	S28°52'3"E	87.61
C12	11.12	50.00	12°44'20"	S38°40'16"W	11.09
C13	23.86	30.00	45°34'23"	N27°15'14"E	23.24
C14	23.86	30.00	45°34'23"	N23°19'08"W	23.24
C15	37.27	50.00	42°42'28"	S24°45'07"E	36.41
C16	39.57	50.00	45°20'29"	S19°18'20"W	38.54
C17	41.37	50.00	47°31'28"	S85°42'19"W	40.29
C18	46.89	50.00	53°43'44"	N63°40'05"W	45.19
C19	46.89	50.00	53°43'44"	N09°28'11"E	45.19
C20	24.54	50.00	28°08'55"	N30°58'58"E	24.29
C21	23.86	30.00	45°34'23"	S22°15'14"W	23.24
C22	31.42	20.00	90°00'00"	S45°31'57"E	28.28
C23	31.42	20.00	90°00'00"	N44°28'03"E	28.28
C24	387.36	246.60	90°00'00"	S14°23'55"W	348.75
C25	46.85	246.60	10°53'08"	S25°09'31"E	46.78
C26	49.56	246.60	11°30'51"	S13°57'32"E	49.47
C27	49.33	246.60	11°27'41"	S22°28'18"E	49.25
C28	49.14	246.60	11°25'01"	S08°58'05"W	49.06
C29	48.99	246.60	11°22'59"	S20°22'05"W	48.91
C30	48.90	246.60	11°21'39"	S31°44'24"W	48.82
C31	48.85	246.60	11°21'05"	S43°55'46"W	48.76
C32	45.74	246.60	10°37'35"	S44°30'07"W	45.67
C33	71.29	350.00	11°40'13"	S54°42'07"W	71.17
C34	71.29	350.00	11°40'13"	S43°01'54"W	71.17
C35	71.29	350.00	11°40'13"	S31°21'41"W	71.17
C36	71.29	350.00	11°40'13"	S19°41'28"W	71.17
C37	71.29	350.00	11°40'13"	S08°01'15"W	71.17
C38	71.29	350.00	11°40'13"	S03°38'58"E	71.17
C39	71.29	350.00	11°40'13"	S15°19'11"E	71.17
C40	71.35	350.00	11°40'46"	S26°59'41"E	71.22

LINE	LENGTH	BEARING
L1	20.00	N34°28'18"W
L2	105.00	S55°31'42"W
L3	110.01	S27°48'42"E
L4	20.00	N62°10'18"E
L5	63.39	N71°58'22"E

BC	= BACK OF CURB
NG	= NATURAL GROUND
PMT	= PAVEMENT
G	= GUTTER
FP	= FENCE POST
RW	= ROCKWALL
CONC	= CONCRETE
EOP	= EDGE OF PAVEMENT
EB	= ELECTRIC BOX
WM	= WATER METER
MH	= MANHOLE
TB	= TELEPHONE BOX
EM	= ELECTRIC MARKER
WV	= WATER VALVE
GP	= GUARD POST
MB	= PROPOSED MAIL BOXES
CC	= PROPOSED CITY MONUMENT

LOCATION MAP: 1"=600'



OWNER/DEVELOPER:  
JPD PROPERTIES LLC.  
6713 CAPITAN RIDGE  
EL PASO, TEXAS 79912  
PHONE: (915) 256-1913

SURVEYOR:  
CAD CONSULTING CO.  
CARLOS M. JIMENEZ  
1790 N. LEE TREVINO  
EL PASO, TEXAS 79936  
PHONE: (915) 633-6422

ENGINEER:  
4S ENGINEERING SERVICES  
ALI BOURESLAN, P.E.  
3616 McRAE, STE. A  
EL PASO, TX 79925  
PHONE: (915) 591-3312

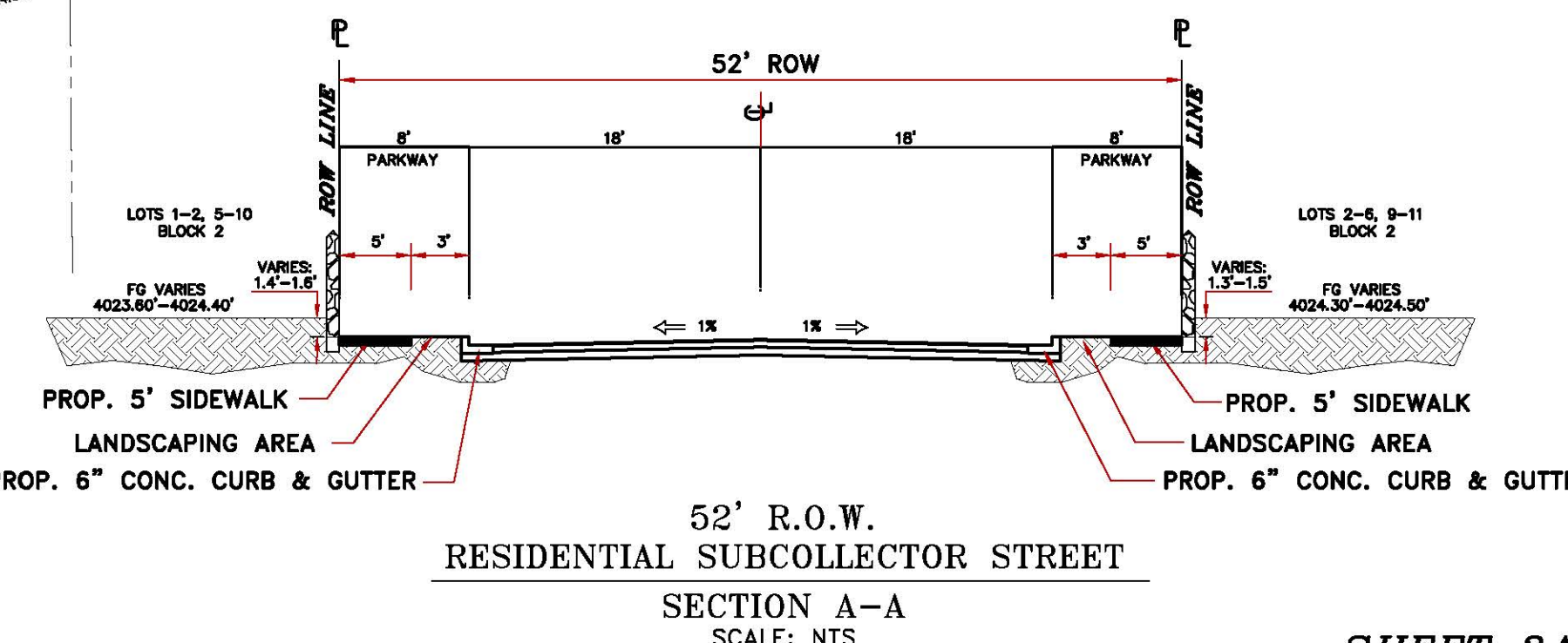
BENCH MARK:  
EXISTING SANITARY SEWER MANHOLE LOCATED AT THE INTERSECTION OF LOANA DRIVE AND OPOSSUM DRIVE  
BENCH MARK ELEV. = 4024.60' (NAVD88 DATUM)  
CONTOUR INTERVAL 1 FOOT  
CONTOUR LABEL 5 FEET

STREET NAME	LINEAR FEET
EMILY RAY STREET	266.00 FEET
MARY KATHERINE COURT	326.33 FEET

CONSULTING COMPANY  
1790 LEE TREVINO DRIVE SUITE 503  
EL PASO, TEXAS 79936  
TEL(915) 633-6422 FAX(915) 633-6424

TOTAL NUMBER OF LOTS  
RESIDENTIAL=31  
POND = 1

SCHOOL DISTRICT  
CLINT INDEPENDENT SCHOOL DISTRICT



# HORIZON MANOR UNIT THREE REPLAT "A"

REPLAT OF A PORTION OF LOT 19, BLOCK 9 HORIZON MANOR UNIT THREE TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS. CONTAINING: 345,716 SQ. FT. OR 7.9365 ACRES ±

REVISION NUMBER	DESCRIPTION OF REVISION	DATE OF REVISION	REVISION DONE BY
1.	REVISE COMMENTS FROM TOWN OF HORIZON FROM 12-30-19	01-03-20	EA
2.	REVISE COMMENTS FROM TOWN OF HORIZON FROM 01-07-20	01-08-20	EA
3.			
4.			

### METES AND BOUNDS DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 19, BLOCK 9, HORIZON MANOR UNIT THREE, TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS, AS SHOWN ON THE PLAT OF HORIZON MANOR UNIT THREE, RECORDED IN VOLUME 35, PAGE 17, EL PASO COUNTY PLAT RECORDS, AND DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR REFERENCE AT A REBAR WITH CAP STAMPED 2449, FOUND AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 9, HORIZON MANOR UNIT THREE, SAID FOUND REBAR LYING ON THE WESTERLY ROW LINE OF DUANESBURG STREET (60' ROW); THENCE, ALONG SAID WESTERLY ROW LINE, SOUTH 00°31'57" EAST A DISTANCE OF 61.00' TO A FOUND 5/8" REBAR AND BEING THE "POINT OF BEGINNING"; THENCE, CONTINUING ALONG SAID WESTERLY ROW LINE, SOUTH 00°31'57" EAST A DISTANCE OF 420.49' TO A SET PK NAIL;

THENCE, LEAVING SAID WESTERLY ROW LINE, SOUTH 89°57'28" WEST A DISTANCE OF 405.00' TO A POINT;

THENCE, NORTH 80°43'37" WEST, A DISTANCE OF 135.92' TO A FOUND REBAR WITH CAP STAMPED 2449;

THENCE, NORTH 51°31'15" WEST, A DISTANCE OF 121.73' TO A POINT;

THENCE, NORTH 34°28'18" WEST, A DISTANCE OF 20.00' TO A FOUND REBAR WITH CAP STAMPED 2449;

THENCE, SOUTH 53°14'42" WEST, A DISTANCE OF 105.00' TO A FOUND REBAR WITH CAP STAMPED 2449, SAID REBAR LYING ON THE EASTERLY ROW LINE OF OPOSSUM CIRCLE (60' ROW);

THENCE, WITH SAID EASTERLY ROW LINE, ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 570.37', HAVING A CENTRAL ANGLE OF 83°27'17", A RADIUS OF 350.00' AND A CHORD THAT BEARS NORTH 13°51'05" EAST A DISTANCE OF 508.32' TO A FOUND "X";

THENCE, LEAVING SAID EASTERLY ROW LINE OF OPOSSUM CIRCLE, SOUTH 27°49'42" EAST A DISTANCE OF 110.01' TO A SET "X";

THENCE, NORTH 62°10'18" EAST, A DISTANCE OF 20.00' TO A FOUND NAIL;

THENCE, NORTH 71°58'22" EAST, A DISTANCE OF 63.39' TO A SET PK NAIL;

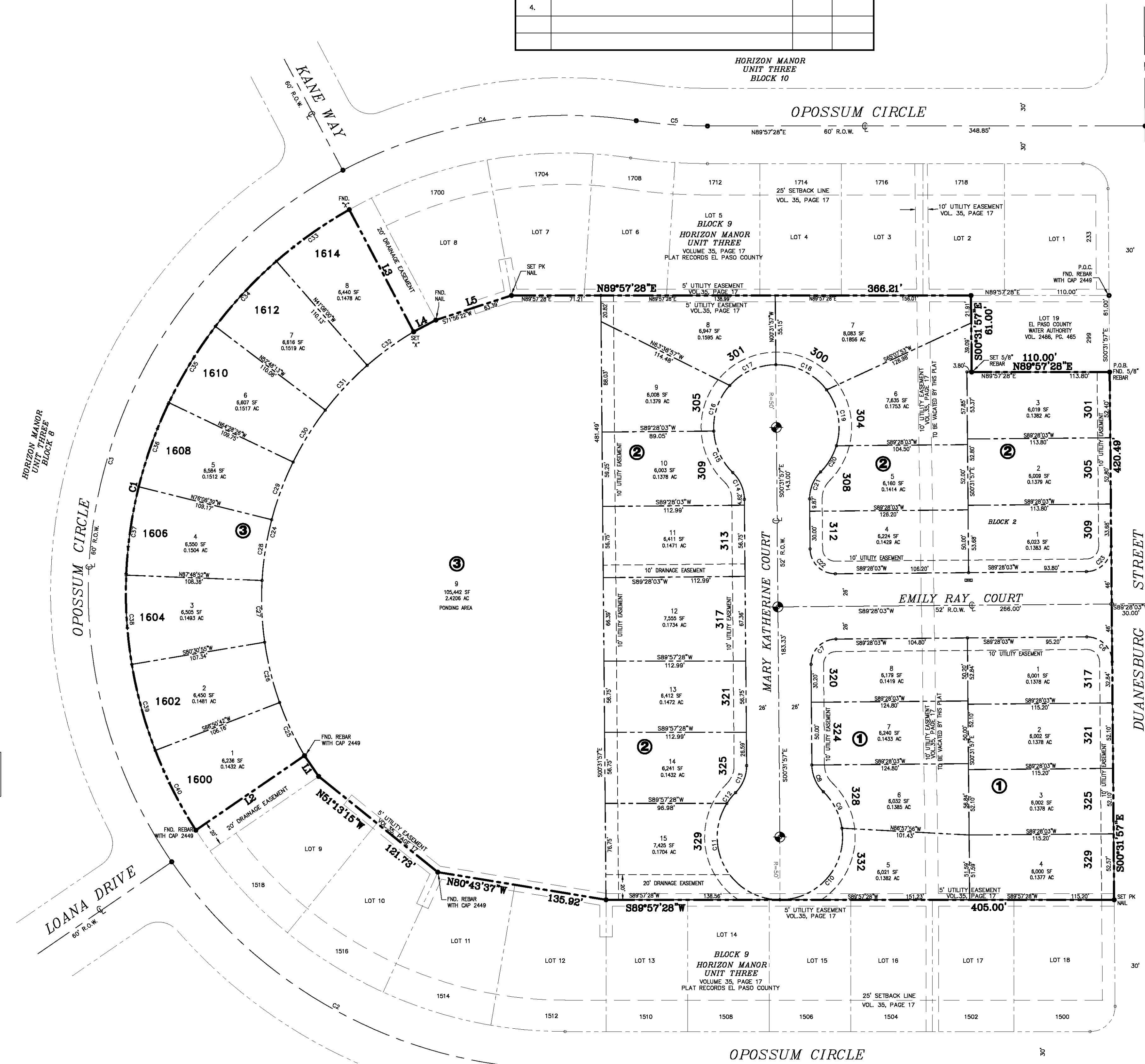
THENCE, NORTH 89°57'28" EAST, A DISTANCE OF 366.21' TO A POINT;

THENCE, SOUTH 00°31'57" EAST, A DISTANCE OF 61.00' TO A SET 5/8" REBAR;

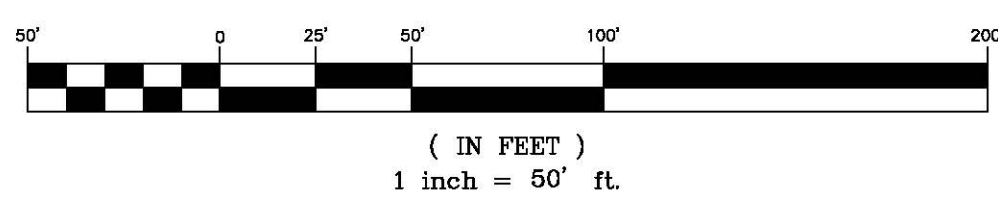
THENCE, NORTH 89°57'28" EAST, A DISTANCE OF 110.00' TO THE "POINT OF BEGINNING" AND CONTAINING 345,716 SQ. FT. OR 7.9365 ACRES.

### BENCH MARK

EXISTING SANITARY SEWER MANHOLE LOCATED AT THE INTERSECTION OF LOANA DRIVE AND OPOSSUM DRIVE BENCH MARK ELEV. = 4084.80' (NAVD88 DATUM) CONTOUR INTERVAL 1 FOOT CONTOUR LABEL 6 FEET



### GRAPHIC SCALE



CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	570.37	350.00	83°27'17"	N13°51'05"E	509.32
C2	368.56	380.00	55°34'14"	S82°15'25"E	354.28
C3	640.98	380.00	89°38'36"	S13°31'00"W	567.64
C4	241.26	380.00	38°22'38"	S80°21'37"W	237.23
C5	56.98	380.00	8°35'28"	S85°44'48"E	56.93
C6	31.42	20.00	90°00'00"	N45°31'57"W	28.28
C7	31.42	20.00	90°00'00"	S44°28'03"E	28.28
C8	23.86	30.00	45°34'23"	S23°19'08"E	23.24
C9	33.15	50.00	37°58'56"	N27°06'52"W	32.54
C10	85.59	50.00	88°04'52"	N40°35'02"E	75.52
C11	106.77	50.00	122°20'38"	S28°52'13"E	87.61
C12	11.12	50.00	124°42'00"	S88°40'18"W	11.09
C13	23.86	30.00	45°34'23"	N22°15'14"E	23.24
C14	23.86	30.00	45°34'23"	N23°19'08"W	23.24
C15	37.27	50.00	42°42'25"	S24°43'07"E	36.41
C16	35.97	50.00	45°02'29"	S13°18'20"W	36.54
C17	41.37	50.00	47°31'28"	S85°42'19"W	40.29
C18	46.89	50.00	53°43'44"	N8°34'05"W	45.19
C19	46.89	50.00	53°43'44"	N09°58'21"W	45.19
C20	24.54	50.00	28°08'56"	N30°58'58"E	24.29
C21	23.86	30.00	45°34'23"	S23°15'14"W	23.24
C22	31.42	20.00	90°00'00"	S45°31'57"E	28.28
C23	31.42	20.00	90°00'00"	N44°28'03"E	28.28
C24	387.36	246.60	90°00'00"	S14°23'55"W	348.75
C25	46.85	246.60	105°33'08"	S22°03'11"E	46.78
C26	49.56	246.60	110°30'51"	S13°57'32"E	49.47
C27	49.33	246.60	112°7'41"	S02°28'16"E	49.25
C28	49.14	246.60	112°51'01"	S08°38'05"W	49.06
C29	48.89	246.60	112°23'08"	S20°22'05"W	48.91
C30	48.90	246.60	112°13'39"	S31°44'24"W	48.82
C31	48.86	246.60	112°10'06"	S43°05'46"W	48.78
C32	45.74	246.60	109°37'35"	S54°05'07"W	45.67
C33	71.29	350.00	114°01'13"	S84°42'07"W	71.17
C34	71.29	350.00	114°01'13"	S43°01'54"W	71.17
C35	71.29	350.00	114°01'13"	S31°21'41"W	71.17
C36	71.29	350.00	114°01'13"	S19°41'28"W	71.17
C37	71.29	350.00	114°01'13"	S08°01'15"W	71.17
C38	71.29	350.00	114°01'13"	S03°38'58"E	71.17
C39	71.29	350.00	114°01'13"	S15°19'11"E	71.17
C40	71.35	350.00	114°01'48"	S26°59'41"E	71.22

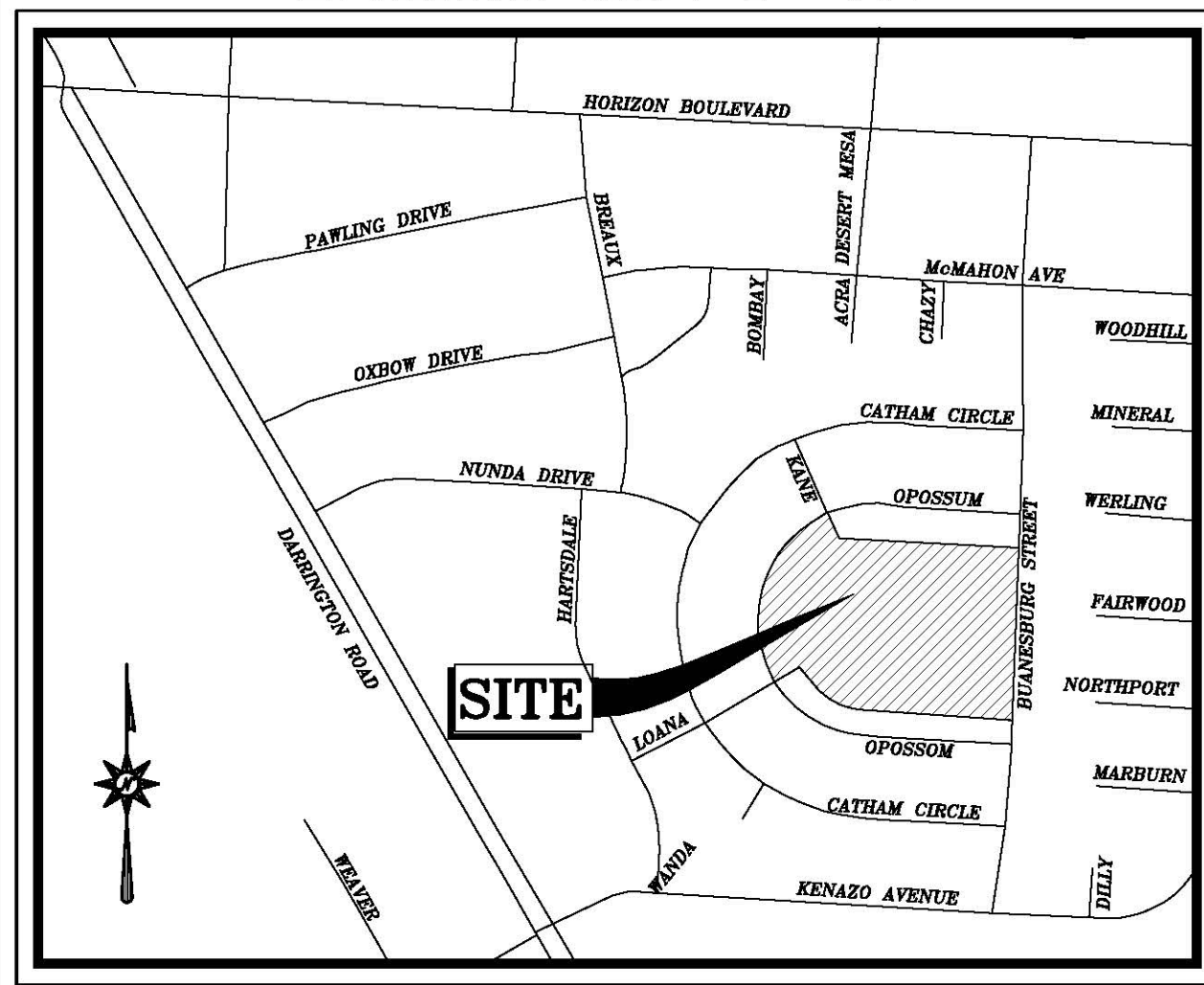
LINE	LENGTH	BEARING
L1	20.00	N34°28'18"W
L2	105.00	S55°31'42"W
L3	110.01	S27°49'42"E
L4	20.00	N62°10'18"E
L5	63.39	N71°58'22"E

**SCHOOL DISTRICT**  
CLINT INDEPENDENT SCHOOL DISTRICT

**TOTAL NUMBER OF LOTS**  
RESIDENTIAL = 31  
POND = 1

LEGEND	
	= PROPOSED MAIL BOXES
	= PROPOSED CITY MONUMENT

### LOCATION MAP: 1"=600'



### NOTES:

- RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD SECTION.
- SET 1/2" REBAR AT ALL EXTERIOR BOUNDARY CORNERS.
- TAX CERTIFICATE FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD SECTION.
- LOT CORNERS WILL BE SET UPON COMPLETION OF CONSTRUCTION OF ROADWAYS AND UTILITIES.
- POSTAL DELIVERY SERVICE WITHIN SUBDIVISION WILL BE BY NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS.
- THIS PROPERTY LIES IN ZONE "X", AS DESIGNATED BY F.E.M.A.; CITY OF EL PASO, COMMUNITY PANEL NO. 480212-0250-B, DATED SEPTEMBER 9, 1991.
- WATER SUPPLY AND SEWAGE DISPOSAL IS BEING PROVIDED BY THE HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT.
- DEVELOPER IS RESPONSIBLE TO REPAVE ANY PORTION OF DUANESBURG STREET OR OPOSSUM CIRCLE (INCLUDE LIMITS, SIDEWALKS AND H.C. RAMPS) AS NECESSARY FOR DRAINAGE PURPOSES.

STREET NAME	LINEAR FEET
EMILY RAY STREET	286.00 FEET
MARY KATHERINE COURT	326.33 FEET

OWNER/DEVELOPER:  
JPD PROPERTIES LLC.  
6713 CAPITAN RIDGE  
EL PASO, TEXAS 79912  
PHONE: (915) 256-1913

SURVEYOR:  
CAD CONSULTING CO.  
CARLOS M. JIMENEZ  
1790 N. LEE TREVINO  
EL PASO, TEXAS 79936  
PHONE: (915) 633-6422

ENGINEER:  
4S ENGINEERING SERVICES  
ALI BOURSLAN, P.E.  
3616 McRAE, STE. A  
EL PASO, TX 79925  
PHONE: (915) 581-3312

CONSULTING COMPANY  
1790 LEE TREVINO DRIVE, SUITE 503  
EL PASO, TEXAS 79936  
TEL(915) 633-6422 FAX(915) 633-6424

OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION

JPD PROPERTIES LLC, as owners of the 7.9365 acres of land encompassed with the proposed HORIZON MANOR UNIT THREE, REPLAT "A", hereby subdivide the land as described in this subdivision plat and dedicate to public use the utility easements as hereon laid down and designated, including easements for overhead of service wires for pole type utilities and the right for installation of service poles alongside lot lines as may be required, easements for 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, shown herein.

I certify that I have complied with the requirement of Texas Local Government Code 232.032 and that:

- the water quality and connections to the lots meet, or will meet, the minimum state standards;
- electrical connections provided to the lots meet, or will meet, the minimum state standards; and
- gas connections, if available, provided to the lots meet, or will meet, the minimum state standards;

I attest that the matters asserted in this plat are true and complete.

Witness our signature this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

JOHN DESLONGCHAMPS FOR JPD PROPERTIES LLC. DATE \_\_\_\_\_

STATE OF TEXAS COUNTY OF EL PASO

Before me, the undersigned authority, on this day personally appeared John Deslongchamps, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations herein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Notary Public in and for El Paso County. My Commission Expires \_\_\_\_\_

TOWN OF HORIZON CITY TOWN COUNCIL  
CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE 212.009 (c) AND 212.015 (b)

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 \_\_\_\_\_, 2020 A.D.

Accepted and adopted by the City Council of Town of Horizon City this \_\_\_\_\_ day of \_\_\_\_\_, 2020 A.D.

ELVIA SCHULLER, City Clerk RUBEN MENDOZA, Mayor

Approved for filling this \_\_\_\_\_ day of \_\_\_\_\_, 2020 A.D.

HUITT-ZOLLARS, INC. (Town Engineer)  
By: ISABEL VASQUEZ, P.E.  
VICE PRESIDENT

COUNTY CLERK'S RECORDING CERTIFICATE

I, \_\_\_\_\_, COUNTY CLERK OF EL PASO COUNTY, certify that the plat bearing this certificate was filed and recorded under Instrument Number \_\_\_\_\_ in the Plat Records of the El Paso County.

El Paso County Clerk

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 and Engineering Standards.

Carlos M. Jimenez, R.P.L.S.  
Registered Professional Land Surveyor  
Texas License No. 3950



**ELIZABETH LUNA**  
 PLANNING SPECIALIST/BOARD SEC'Y  
 (915) 852-1046 EXT. 404  
 eluna@horizoncity.org

Date: May 4, 2020

To: Honorable Mayor- Ruben Mendoza  
 Michelle Padilla, Planning Director

From: Liz Luna, Planning Specialist/Board Secretary

**RE: Appointments/Reappointments for Boards and Commissioners**

The 2020 terms for appointed officers will expire on August 31, 2020. Officers newly appointed or reappointed will begin the next term on September 1, 2020 through August 31, 2022. Current members with expiring terms will be asked to submit an application for reappointment consideration at the August 2020 City Council meeting. The chart below lists the appointments that will expire.

PLACE	ALDERMAN/COUNCIL	TERM ENDS (Staggered)	P&Z COMMISSION MEMBERS	TERM ENDS (Reg Even/Alt Odd)	BOA COMMISSION MEMBERS
	<b>Mayor, Ruben Mendoza</b>		<i>Appointments: Chosen by place of corresponding Council Person</i>		<i>Appointments: No Place Selection. 5 Reg &amp; 4 Alternate</i>
"A"	Mayor	2020	Robert Rivenburg	2020	Jorge Ojeda (Chair)
"B"	Mayor	2021	Crispin Melendez	2020	David Lopez
1	Walter Miller	2020	Judy Burrows	2020	Wilfredo Lopez
2	<b>Jerry Garcia</b>	2021	Jennifer Flores	2020	Cruz Alvarez
3	Charlie Ortega	2020	Charles Berry	2020	VACANT
4	<b>Andy Renteria</b>	2021	Norma Cruz		
5	Johnny "Doc" Duran	2020	Kelly Duran		
6	<b>Rafael (Ralph) Padilla Jr.</b>	2021	Roberto Avila		
7	Samantha Corral	2020	Ray Garcia		
(A) Alt.				2021	Michael McElroy
(A) Alt.				2021	Jesus Ramos
(A) Alt.				2021	Vacant
(A) Alt.				2021	John Laemlein

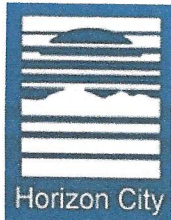
**Application & Process:**

Current & newly interested individuals desiring to serve on the *Board & Commissions* shall submit an application found on the City's website linked below.

☞ Website address:

<https://www.horizoncity.org/wp-content/uploads/Board-Commission-Application-1.pdf>

☞ Email, mail or drop off the completed application to Liz Luna (eluna@horizoncity.org)



**TOWN OF HORIZON CITY  
MEMORANDUM**

**Date:** May 8, 2020

**To:** Honorable Mayor and Members of City Council

**From:** Teresa Quezada, CIP Manager

**SUBJECT:** 1st Reading of Ordinance No. 0255, Amendment No. 02, amending Ordinance 0255 adopting the Municipal Budget for the 2019-2020 Fiscal Year to allow for the budgeting and expenditure of Prior Year Fund Surplus (Net Excess Revenues in FY 2019 budget) for property acquisition; and providing for Repealer and Severability clauses.

*Teresa Quezada*  
5/8/2020

---

Council approved certain property acquisition at their April 14, 2020.

Staff proposes to fund the property costs and costs associated with acquiring the property from Prior Year Fund Surplus. The initial estimate for these costs is \$100,000. The attached Ordinance No. 0255, Amendment No. 02 allows for the transfer of \$100,000 from the Prior Years Fund Surplus.

The ordinance will have its first reading at the May 12, 2020 Council meeting and 2<sup>nd</sup> reading and Public Hearing are scheduled for the regular Council meeting of June 9, 2020.

Attachment: Draft Ordinance No. 0255, Amendment No. 02.

**ORDINANCE NO.0255,  
AMENDMENT NO. 02**

**AN ORDINANCE AMENDING ORDINANCE NO. 0255 (AMENDMENT NO. 02) OF THE TOWN OF HORTZON CITY, ADOPTING THE MUNICIPAL BUDGET FOR THE 2019-2020 FISCAL YEAR, TO ALLOW FOR THE BUDGETING AND EXPENDITURE OF PRIOR YEAR FUND SURPLUS (NET EXCESS REVENUES IN FY2019 BUDGET) FOR PROPERTY ACQUISITION; PROVIDING FOR REPEALER AND SEVERABILITY CLAUSES**

**WHEREAS**, an Ordinance No. 0255 was enacted on the 10th day of September 2019, which adopted a budget for the fiscal year of October 1, 2019 to September 30, 2020 for the Town of Horizon City; and

**WHEREAS**, an amendment to the Ordinance (Amendment No. 1) was enacted on November 19, 2020 to amend said budget for municipal purposes to add the transfer of Prior Year Fund Surplus (Net Excess Revenues from FY2019 Budget) funds to increase by \$100,000 for Building Maintenance, Budgeting Software and General Contingency; and

**WHEREAS**, the Town of Horizon City has approved those certain municipal facilities (“Municipal Facilities”) on May 9, 2018 in the 2018 Capital Improvement Program which will be funded by additional public finance issuances and other available funding through future issuances; and

**WHEREAS**, it is now necessary to amend said budget for municipal purposes to add the transfer of prior years surplus funds to the FY2019-2020 Budget to increase the available funds by \$100,000 for Property Acquisition for the Municipal Facilities.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF HORIZON CITY, that:**

**1. FINDINGS OF FACT**

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

**2. BUDGET AMENDMENT**

That funds shall be transferred for the above-stated purpose as set forth below:

**General Fund**

Revenue

01-400-4600      Prior Years Fund Surplus      \$100,000

Expense

01-507-6700      Transfers Out      \$100,000

**Capital Improvement Fund**

Revenue

11-400-4570      Transfers from Other Funds      \$100,000

Expense

11-507-6390      Land & Land Rights                      \$100,000

**3. REPEALER**

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

**4. SEVERABILITY**

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

**5. PROPER NOTICE & MEETING**

This budget amendment shall be in file with the City Clerk for public inspection. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**PASSED & APPROVED this, the 9th day of June 2020.**

**TOWN OF HORIZON CITY:**

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

Ruben Mendoza, Mayor

**ATTEST:**

\_\_\_\_\_

Elvia Schuller, City Clerk

**APPROVED AS TO FORM:**

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Bertha A. Ontiveros, Assistant City Attorney

First Reading                      May 12, 2020

Second Reading                    June 9, 2020

DRAFT



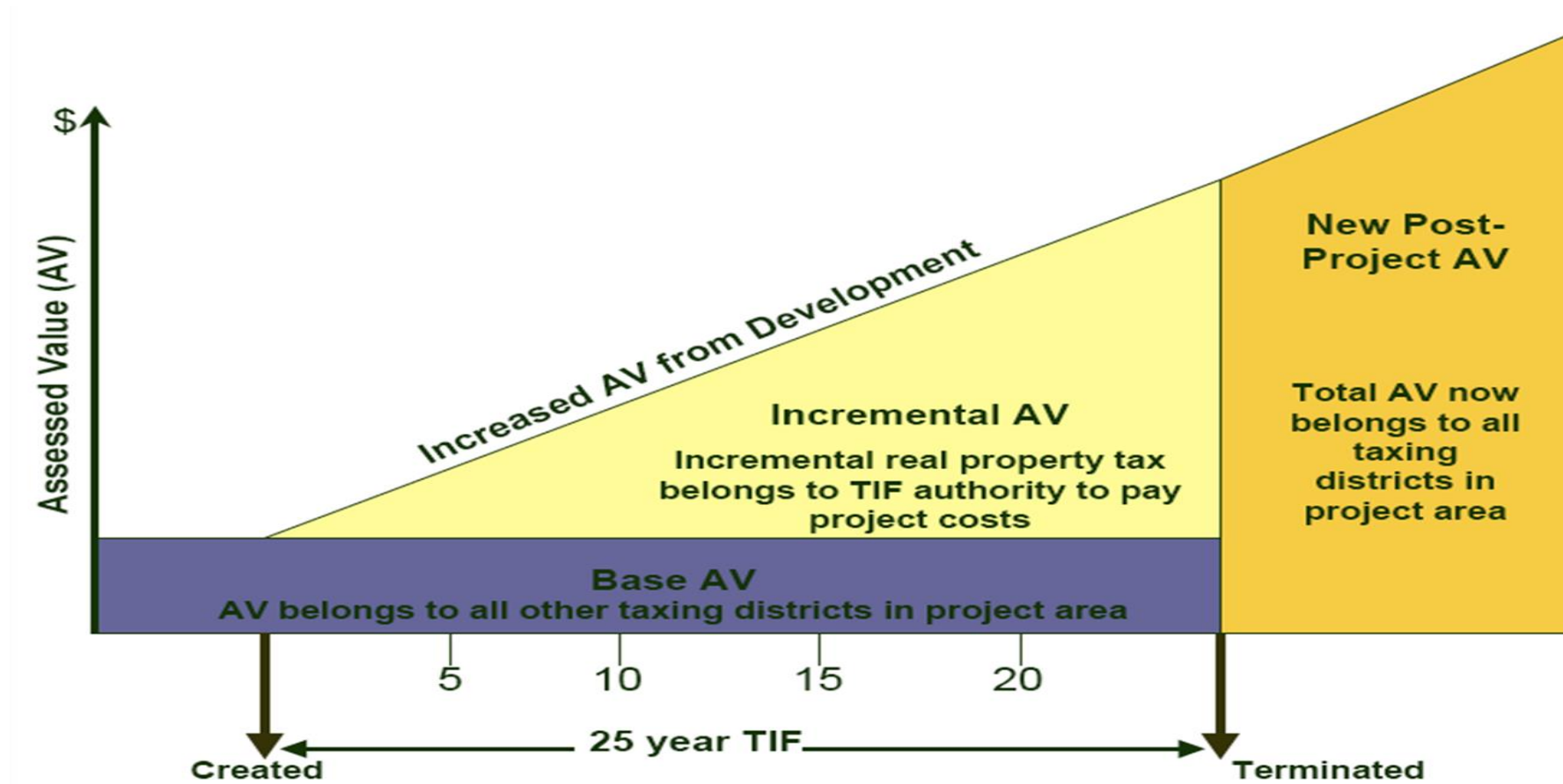
# Town of Horizon City Proposed TIRZ

City Council Meeting  
June 9, 2020

# TIRZ's in the Far West Texas

- City of El Paso TIRZ #5
- City of El Paso TIRZ #6
- City of El Paso TIRZ #7
- City of El Paso TIRZ #9
- City of El Paso TIRZ #10
- City of El Paso TIRZ #12
- City of Lubbock Business Park TIRZ
- City of Lubbock Central Business District TIRZ
- City of Lubbock North Overton TIRZ
- City of Wolfforth TIRZ #1
- City of Midland Downtown TIRZ #1

# Simply Put - How Does a TIRZ Work?



# Potential Benefits of a TIRZ

- Build needed public infrastructure
- Encourage development
- Reduces cost of private development
- Achieving portions of the comprehensive plans and goals
- Promote infill and redevelopment of vacant/underutilized parcels.
- Promote appropriate mix of land uses
- Ensure transportation, utilities and public services to meet present/future needs
- Providing public facilities in an efficient and cost effective manner
- Highlight a community's image by enhancing visually a community's commercial areas and entrances
- Quality family-oriented retail, restaurant, and entertainment
- Provide ability to influence quality, timing, and type of development
- Enhance taxing unit's tax base
- Partner with private developers to construct improvements

# TIRZ Process: Steps 1-4

1. Prepare a preliminary financing plan (Tax Code, Section 311.003(b))
2. Publish the hearing notice (Tax Code, Sections 311.003(c), (d) and (e))
3. Hold a public hearing (Tax Code, Section 311.011(e))
4. Designate a reinvestment zone and file report (Tax Code, Sections 311.011 and 311.004)



# TIRZ Process: Steps 5-8

5. Appoint a board to prepare a project plan and finance plan (Tax Code Sections 311.008(b1) and 311.011 Sections (a)-(d))
6. Contribution to the TIF fund by other taxing units (Tax Code, Section 311.013)
7. Implement tax increment financing (Tax Code, Section 311.010(a))
8. Submit an annual report (Tax Code, Section 311.016(a)-(b))



# Criteria to Create a Reinvestment Zone

- Tax delinquency exceeding the fair value of the land;
- Deteriorated structures;
- Inadequate sidewalks or streets;
- Poor platting;
- Unsanitary or unsafe conditions;
- Deterioration of site;
- Defective or unusual conditions;
- Conditions that endanger life or property by fire or other disaster; or

[Tax Code, Section 311.005](#)



## Continued - Criteria to Create a Reinvestment Zone



- Any combination of these factors:
  - Federally assisted new community;
  - Located in a home-rule city;
  - Impaired growth; and
  - Sign relocation.

# Composition of Board Directors



- 5-15 members
- 1 per “participating” taxing unit
- Lead Taxing Unit Appointments
- Other Participating Units
- Combined Total
- 2 Year Terms
- Staggered Terms
- Chairman
- Vice Chairman

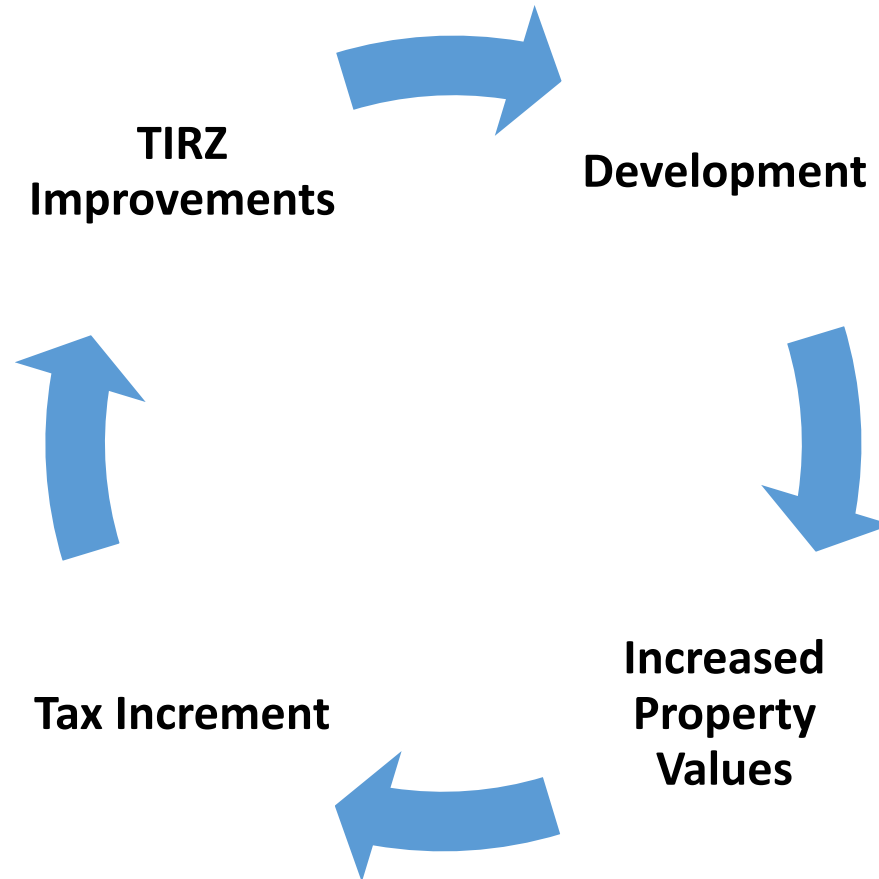
**Tax Code, Section 311.009(a) and (e)-(f)**

# TIRZ Financing

- Municipality issues tax increment bonds
- Municipality creates a Local Government Corporation
- Tax Increments are pledged as security
- Counties may not issue Tax Increment Bonds



# Public/Private Financing in a TIRZ



# Horizon City's Proposed TIRZ



# Potential Benefits of a TIRZ

- Build needed public infrastructure
- Encourage development
- Reduces cost of private development
- Achieving portions of the comprehensive plans and goals
- Promote infill and redevelopment of vacant/underutilized parcels.
- Promote appropriate mix of land uses
- Ensure transportation, utilities and public services to meet present/future needs
- Providing public facilities in an efficient and cost effective manner
- Highlight a community's image by enhancing visually a community's commercial areas and entrances
- Quality family-oriented retail, restaurant, and entertainment
- Provide ability to influence quality, timing, and type of development
- Enhance taxing unit's tax base
- <sup>66</sup> • Partner with private developers to construct improvements

# Program of Work for Proposed TIRZ

- 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
- Water and Wastewater infrastructure to meet projected demands in Phase 1 of TOD

# Transit Oriented/Supported Development



- COMMERCIAL
- SINGLE FAMILY ( TOWN HOUSES)
- SINGLE FAMILY (DETACHED)
- MIXED USE
- COMMERCIAL LOTS
- APARTMENTS
- INSTITUTIONAL



# Transit Oriented/Supported Development



# Transit Oriented/Supported Development



From

**Shaping our Horizon:  
2030 A**

**Comprehensive and  
Strategic Plan**

Adopted by Horizon City  
Council on February 11,  
2020

# Transit Oriented/Supported Development



From

**Shaping our Horizon: 2030 A Comprehensive and Strategic Plan**

Adopted by Horizon City Council on February 11, 2020

# Work Underway

- Presentation to County Commissioners Court – May 18, 2020
- Coordination with Horizon City's Financial Advisor
- Architect & Engineering Selection Process underway for estimating and preliminary programming
- Presentation to HRMUD Board scheduled for June 16, 2020

# Next Steps

- Estimate costs for proposed improvements
- Submit transportation elements of scope of work to MPO
- Determine financial feasibility of proposed improvements and TIRZ
- Coordinate with partner jurisdictions
  - County of El Paso
  - Horizon Regional Municipal Utility District
- Create TIRZ capturing 2020 as the base year
- Establish TIRZ Board
- Develop TIRZ Program of Work
- Pursue funding opportunities from state and federal agencies



# Town of Horizon City Proposed TIRZ

City Council Meeting  
June 9, 2020



**TOWN OF HORIZON CITY  
MEMORANDUM**

**Date:** June 5, 2020

**To:** Honorable Mayor and Members of City Council

**From:** Teresa Quezada, CIP Manager

**SUBJECT:** On the purchase agreement with the United States of America by and through the Federal Aviation Administration for the purchase of property generally located north of Darrington Rd. between Pawling Drive and Oxbow Drive for the Oxbow/Pawling Drainage Capital Improvement Project.

*T. Quezada  
6/5/2020*

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On October 29, 2019, Council authorized the Mayor to begin negotiations with the Federal Aviation Administration (FAA) to purchase their facility located between Pawling Drive and Oxbow Drive for the Oxbow and Pawling Street and Drainage Improvement Project. The City requires the property to construct a ponding area that will capture stormwater from Oxbow and Pawling and thus prevent the flow of rainwater across Darrington Road. The FAA required a full acquisition of the property.

Horizon City conducted an appraisal of the property and offered the appraised value of \$370,000; the FAA accepted the City's offer. The attached agreement is in the format preferred by the FAA and has been reviewed by city staff and legal counsel and is acceptable. The City has previously conducted a phase 1 environmental study and asbestos survey, completed a metes and bounds survey, and is coordinating with WestStar Title company to handle the closing on this property.

Staff recommends Council authorize the purchase.

Attachments: Purchase Agreement & Quitclaim Deed

**AGREEMENT TO SELL REAL PROPERTY  
BETWEEN THE**

**UNITED STATES OF AMERICA**

**AND**

**TOWN OF HORIZON CITY, TEXAS**

THIS AGREEMENT made and entered into by and between the UNITED STATES OF AMERICA, acting by and through the Federal Aviation Administration, hereinafter referred to as the Government or Seller, and TOWN OF HORIZON CITY, TEXAS , hereinafter called the Purchaser or Buyer, WITNESSETH, That;

WHEREAS, the Government operated and maintained a communications facility located in Horizon City, Texas; and

WHEREAS, this facility is decommissioned and the Government no longer has a requirement for the Government-owned real property; and

WHEREAS, the Purchaser desires to acquire the land parcel and made a fair and reasonable offer to complete a purchase transaction; and

WHEREAS, the Government has given consideration to meet FAA program objectives which results in this offer as the best value to the Government; and

WHEREAS, the Government agrees to sell and transfer ownership of the Government owned real property to the Purchaser; and

NOW THEREFORE, the parties have and by these present do agree as follows:

1. The Government agrees to relinquish and convey interest in all real property in El Paso County, State of Texas, commonly known as:

**PORTION OF LOT 2, BLOCK 2, HORIZON MANOR UNIT ONE, EL PASO COUNTY, TEXAS**

The parcel of land described herein is a portion of Lot 2, Block 2, Horizon Manor Unit One, a subdivision in the Town of Horizon City, El Paso County, Texas, according to the plat thereof on file in Volume 20, Page 56, Plat Records, El Paso, Texas; is a portion of land acquired by the United States of America under a "Declaration of Taking" in a US District Court suit styled United States of America v. Horizon Properties Corporation of record in Vol. 1014 at Pg. 0996 Doc. #00079086019; is a portion of the same land called "Parcel 3" in a deed from Horizon Properties Corporation to Ozlo Enterprises recorded in Vol. 1244 at Pg. 0700, Official Public

Records of said County, save and except that portion from The United States of America to Jaime Bejarano described in Instrument 20140027505, Official Public Records of said County and is more particularly described by metes and bounds as follows:

The **POINT OF BEGINNING** being a set 1/2" diameter rebar with plastic cap stamped TX 4297 NM 10472 on the southeast right-of-way line of Pawling Drive at the common north corner of Lot 2 and Lot 3 of said Block 2 [for reference, from this corner the point of curvature at return to Breaux Drive bears North 78°34'17" East (N75°34'30"E) 671.62 ft., where said point of curvature is witnessed by a found 1/2" diameter rebar that bears S79°42'45"E, 0.18 ft.]; Thence, from said point of beginning, leaving said right-of-way line and going along the common boundary line of Lot 2 and Lot 3, South 11°25'43" East (S14 °25'30"E, 400.00 ft. - plat), 400.01 feet to the common southerly corner of Lots 2 and 3 on the northerly right-of-way line of Oxbow Drive (60 foot ROW) being witnessed by a found bent 1/2" diameter rebar that bears N05°42'03"W, 0.08 ft.; Thence with the southerly boundary line of said Lot 2 and said northerly right-of-way line, South 78°34'17" West (S75°34'30" – plat), at 197.33 feet passing the point of curvature and leaving said right-of-way line, for a total of 320.00 feet to a set 1/2" diameter rebar with cap stamped TX 4297 NM 10472 for the southeasterly corner of said Bejarano tract and the southwesterly corner of this parcel; Thence, with the common boundary line of this parcel and said Bejarano tract, North 11°25'43" West (N14°25'30"W, 400.00 ft. - deed), 400.01 feet to the northwesterly corner of this parcel and also being a point on the southerly right-of-way line of Pawling Drive, being witnessed by a found 1/2" diameter rebar with cap stamped Roe Eng. TX 2449 that bears S47°03'17"W, 0.12 ft., Thence with said right-of-way line, North 78°34'17" East (N75°34'30"E - plat), 320.00 feet the POINT OF BEGINNING of this description and containing 128,003 square feet or 2.9385 acres.

This description is based on a field survey performed under the supervision of Stephen Earl Cobb, Texas RPLS 4297. Bearings shown hereon (except for parenthetical record bearings) are State Plane Grid Bearings. The horizontal datum used in this survey is the Texas State Plane Coordinate System, Central Zone 4203, NAD 1983 (2011), US Survey Feet, adjusted to surface using a factor of 1.000231. Coordinates were measured using the El Paso Island of the real time GPS network called RTKNET as administered by ALLTERRA Central. See <https://allterracentral.com/coverage-map>

### **Property Improvements**

All existing improvements in place to include any buildings, structures, and appurtenances located therein are part of said Property.

2. The Purchaser agrees to accept the Government-owned real property and pay the total sum of \$370,000.00 to convey ownership of all real property to become the property of the Purchaser.
3. The Purchaser accepts said real property "as-is", without warranty, expressed or implied, as to condition or value.

4. The Purchaser may at Purchaser's expense, obtain a survey of the real property before the closing date to assure that there are no defects, encroachments, overlaps, boundary line or acreage disputes, or other such matter, that would be disclosed by a survey.
5. On or before the Closing Date, the Government will execute and deliver a QuitClaim deed necessary to complete closing.
6. The Seller will pay no proration of any real estate taxes in this transaction. All future real estate taxes and any special assessments will be the sole responsibility of the Buyer.
7. The Purchaser may elect to pay for an Owner's Title Insurance Police in the amount of the purchase price and shall be subject to existing covenants, declarations, restrictions, zoning laws, and easements of record as of the Closing Date.
8. The agreement supersedes any previous agreements between the parties on the subject matter set forth and is effective as of the date first above written.
9. Both parties agree the effective date of purchase will be on or before July 9, 2020 (Closing Date), at which time full payment will be made by the Purchaser and the Government will deliver possession of subject real property.

The Government and Purchaser agree to the provisions of this agreement, as a legally binding contract executed by the parties as of the date signed below.

THE CITY OF HORIZON, TEXAS

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

\_\_\_\_\_  
Ruben Mendoza  
TITLE: Mayor \_\_\_\_\_

BY: \_\_\_\_\_  
Jana C. Blanco  
TITLE: Real Estate Contracting Officer

ATTEST:

DATE: June 9, 2020

\_\_\_\_\_  
Elvia Schuller, City Clerk

**QUITCLAIM DEED**

**THE STATE OF TEXAS**  
**COUNTY OF EL PASO**

§  
§  
§

**KNOW ALL MEN BY THESE PRESENTS:**

THIS QUITCLAIM DEED is entered into by and between the **United States of America** (hereinafter referred to as Grantor), acting by and through the **Federal Aviation Administration** (FAA) pursuant to its authority under 49 U.S.C. § 40110, and the **TOWN OF HORIZON CITY, a Home Rule City of the State of Texas** (hereinafter referred to as Grantee). The terms used to designate any of the parties hereinafter shall include their respective representatives, successors, and assigns.

**I. Quitclaim of the Fee Estate**

Grantor, for and in consideration of: (i) the sum of \$370,000.00, duly paid by the Grantee, the receipt of which is hereby acknowledged, and (ii) the specific hereinafter made by Grantee, for itself, its successors, and assigns, to abide by and take subject to all recorded and unrecorded reservations, restrictions, covenants, exceptions, notifications, conditions, and agreements, does hereby grant, convey, remise, release, and forever quitclaim to the Grantee, its successors, and assigns, fee simple, in and to, that certain real property located in Horizon City, Texas (hereinafter known as the “Property”), and more particularly described in detail as follows:

**Fee Tract**

**PORTION OF LOT 2, BLOCK 2, HORIZON MANOR UNIT ONE, EL PASO COUNTY, TEXAS**

The parcel of land described herein is a portion of Lot 2, Block 2, Horizon Manor Unit One, a subdivision in the Town of Horizon City, El Paso County, Texas, according to the plat thereof on file in Volume 20, Page 56, Plat Records, El Paso, Texas; is a portion of land acquired by the United States of America under a “Declaration of Taking” in a US District Court suit styled United States of America v. Horizon Properties Corporation of record in Vol. 1014 at Pg. 0996 Doc. #00079086019; is a portion of the same land called “Parcel 3” in a deed from Horizon Properties Corporation to Ozlo Enterprises recorded in Vol. 1244 at Pg. 0700, Official Public Records of said County, save and except that portion from The United States of America to Jaime Bejarano described in Instrument 20140027505, Official Public Records of said County and is more particularly described by metes and bounds as follows:

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common boundary line of Lot 2 and Lot 3, South 11°25'43" East (S14 °°25'30"E, 400.00 ft. - plat), 400.01 feet to the common southerly corner of Lots 2 and 3 on the northerly right-of-way line of Oxbow Drive (60 foot ROW) being witnessed by a found bent 1/2" diameter rebar that bears N05°42'03"W, 0.08 ft.; Thence with the southerly boundary line of said Lot 2 and said northerly right-of-way line, South 78°34'17" West (S75°34'30" – plat), at 197.33 feet passing the point of curvature and leaving said right-of-way line, for a total of 320.00 feet to a set 1/2" diameter rebar with cap stamped TX 4297 NM 10472 for the southeasterly corner of said Bejarano tract and the southwesterly corner of this parcel; Thence, with the common boundary line of this parcel and said Bejarano tract, North 11°25'43" West (N14°25'30"W, 400.00 ft. - deed), 400.01 feet to the northwesterly corner of this parcel and also being a point on the southerly right-of-way line of Pawling Drive, being witnessed by a found 1/2" diameter rebar with cap stamped Roe Eng. TX 2449 that bears S47°03'17"W, 0.12 ft., Thence with said right-of-way line, North 78°34'17" East (N75°34'30"E - plat), 320.00 feet the POINT OF BEGINNING of this description and containing 128,003 square feet or 2.9385 acres.

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### **Property Improvements**

All existing improvements in place to include any buildings, structures, and appurtenances located therein are part of said Property.

## **II. Indemnity**

Grantee, its heirs, successors, and assigns, agree to indemnify, protect, defend, save and hold harmless, Grantor, and its employees, officers, representatives, attorneys, and agents, from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damages, losses, costs and expenses (including without limitation, attorney fees and expenses and court costs) in any way relating to the Property at the date and thereafter of this Quitclaim Deed.

## **III. Covenants and Conditions**

The Property is conveyed "As Is" and "Where Is" without any representation or warranty on the part of Grantor to make any alterations, repairs, or additions. Grantee, for itself and its successors or assigns, further acknowledges that Grantor has made no representations or warranty

concerning the condition and state of repair of the Property nor has Grantor made any other agreement or promise to alter, improve, adapt, or repair the Property.

**TO HAVE AND TO HOLD** the Property, together with all improvements, hereditaments, appurtenances, therein and all reversions, remainders, issues, profits, and other rights belonging or related thereto, and subject all reservations, restrictions, covenants, exceptions, notifications, conditions, and agreements herein set forth in this Quitclaim Deed, either in law or in equity, for the use, benefit, and behalf of the Grantee, its successor and assigns forever.

**IN WITNESS WHEREOF**, this conveyance is executed on this the \_\_\_\_ day of May, 2020.

**UNITED STATES OF AMERICA**

Acting by and through the  
Federal Aviation Administration

BY: \_\_\_\_\_  
Jana C. Blanco  
Real Estate Contracting Officer

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF TEXAS  
COUNTY OF TARRANT

On this, the \_\_\_\_\_ day of May, 2020, before me, \_\_\_\_\_, the undersigned Notary Public, personally appeared Jana C. Blanco, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge that he/she executed the same for the purposes therein contained.

\_\_\_\_\_  
Notary Public



TOWN OF HORIZON CITY  
MEMORANDUM

**Date:** June 4, 2020  
**To:** Honorable Mayor and Members of City Council  
**From:** Teresa Quezada, CIP Manager  
**SUBJECT:** Discussion and Action: **On Change Order #3 to the construction contract with Hawk Construction for the Golden Eagle Park Improvements Solicitation No. CIP 2018-001 and authorizing the Mayor to execute documents.**

*T. Quezada*  
*6/4/2020*

Change Order No. 3 for the Golden Eagle Park Improvements project **decreases the contract amount by \$546.21 bringing the contract amount to \$1,959,603.30.** The contract time is **increased by 8 calendar days** by this change order to account for the time included in the change orders for work, and additional time requested by the contractor to recover delays in inspection as a result of COVID-19 safety precautions. These amounts and time extensions were requested by the contractor and recommended by MCI, the project construction manager. The revised **completion date for the project is August 2, 2020.**

The change order items, amounts and day requests were negotiated by the design consultant and construction manager, MCI, Inc. and Hawk Construction and are detailed in the following table.

Change Item	Amount	Time
1. Decrease due to change in scope and deletion of 48" sanitary sewer manhole.	<b>\$6,025.62</b>	<b>0 days</b>
2. Increase due to installation of additional baseball filed quick disconnect	<b>\$1,509.36</b>	<b>0 days</b>
3. Increase due to sanding and repainting of salvaged swing set	<b>\$3,970.05</b>	<b>5 days</b>
4. Extended time to recover delays in inspection caused by COVID-19 safety precautions	<b>\$0.00</b>	<b>3 days</b>
<b>TOTAL (net decrease)</b>	<b>\$546.21</b>	<b>8 days</b>

This change order represents a net 0.03% decrease to the contract value. Total change orders to date account for a **16.36% decrease to the original contract value.**

Staff recommends approval.

Attachment: Change Order Form



## ***Contract Change Order No. Three (3)***

<b>PROJECT:</b>	<b>DATE OF ISSUANCE:</b>
Golden Eagle Park Improvements	June 2, 2020
<b>OWNER:</b>	<b>BID No:</b>
The Town of Horizon City 14999 Darrington Road Horizon City, TX 79928 (915) 852-1046	CIP 18 – 101
<b>CONTRACTOR:</b>	<b>ENGINEER/CONSTRUCTION MANAGER:</b>
Hawk Construction 12779 Azogue Ave. El Paso, TX 79938 (915) 526-9116	Moreno Cardenas Inc. 2505 E. Missouri Avenue El Paso, TX 79903 (915) 532-2091

### **YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES TO THE CONTRACT:**

Contractor is instructed to proceed with the work required by the Contract Documents. In addition, remove and/or modify the various bid items below. This change order **increases** the contract amount as detailed below for the various bid items.

**Change Item No. 1** – Decrease contract amount by \$6,025.62 per **Bid Item No. 28** *Furnish and Install new 48” sanitary sewer manhole* due to a change in scope and deletion of this item

**Change Item No. 2** – Increase contract amount by \$1,509.36 due to the installation of an additional baseball field quick disconnect.

**Change Item No. 3** – Increase contract amount by \$3,970.05 due to the sanding of and re-painting of the salvaged swing set.

**Change Item No. 4** – Request for three (3) additional days added to the contract time to recover delays in inspection caused by COVID-19 safety precautions

### **PURPOSE OF CHANGE ORDER:**

**Change Item No. 1** – After a recommendation given by the plumbing inspector and at the request of the Owner, the contractor was directed to install a 45 bend and a double clean out rather than the 48” sanitary sewer manhole. The contract amount is **DECREASED by \$6,025.62.** The contract time is **NOT CHANGED.**

**Change Item No. 2** - The addition of a Quick Disconnect was needed at the baseball field in order to properly irrigate the field. The contract amount is **INCREASED BY \$1,509.36.** The contract time is **NOT CHANGED.**

**Change Item No. 3** – The additional work required to prepare, sand and paint the salvaged swing set in order to match the existing swing set. The contract amount is **INCREASED by \$3,970.05.** The contract time is **INCREASED by 5 calendar days.**

**Change Item No. 4** – Request of days due to limited City inspection hours in observance of COVID 19 additional safety precautions. The contract amount is **NOT CHANGED.** The contract time is **INCREASED by 3 calendar days.**



**TOWN OF  
HORIZON CITY**

14999 DARRINGTON ROAD  
HORIZON CITY, TX 79928  
915-852-1046

**CONTRACT CHANGE SUMMARY:**

**DECREASE** contract amount by **\$546.21**  
**INCREASE** to contract time by **8 calendar days.**

**ATTACHMENTS:**

**ATTACHMENT A - *Memorandum of Negotiation by Construction Manager***  
ATTACHMENT B - Additional Quick Connect  
ATTACHMENT C - T&M for Re-painting of Swing Set  
ATTACHMENT D - Additional Days Request for Inspection Delays



### Contract Change Order No. Three (3)

CHANGE IN CONTRACT AMOUNT	CHANGE IN CONTRACT TIME
<u>ORIGINAL CONTRACT AMOUNT</u>	<u>ORIGINAL CONTRACT TIME</u>
<b>\$2,342,805.58</b>	<i>Substantial Completion: 210 days      Due Date: June 1, 2020</i> <i>Final Completion: 240 days              Due Date: July 1, 2020</i>
CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER	CONTRACT TIME PRIOR TO THIS CHANGE ORDER
<b>\$1,960,149.51</b>	<i>Substantial Completion: 234 days      Due Date: June 25, 2020</i> <i>Final Completion: 274 days              Due Date: July 25, 2020</i>
NET <u>INCREASE/DECREASE</u> OF THIS CHANGE ORDER	NET <u>INCREASE/DECREASE</u> OF THIS CHANGE ORDER
<b>\$546.21</b>	<i>Substantial Completion: +8 Calendar-days</i> <i>Final Completion: +8 Calendar-days</i>
CONTRACT AMOUNT WITH ALL APPROVED CHANGE ORDERS	CONTRACT TIME WITH ALL APPROVED CHANGE ORDERS
<b>\$1,959,603.30</b>	<i>Substantial Completion: 242 days      Due Date: July 3, 2020</i> <i>Final Completion: 282 days              Due Date: August 2, 2020</i>

The amount indicated above shall be considered full and equitable adjustment for any claims, past and future, for the work described and shall include all costs, direct and indirect, including extended overhead.

NOT VALID UNTIL SIGNED BY THE CONSTRUCTION MANAGER, CONTRACTOR AND OWNER.

Moreno Cardenas Inc.  
\_\_\_\_\_  
CONSTRUCTION MANAGER

HAWK Construction  
\_\_\_\_\_  
CONTRACTOR

Town of Horizon City  
\_\_\_\_\_  
OWNER

\_\_\_\_\_  
BY (Signature)

\_\_\_\_\_  
BY (Signature)

\_\_\_\_\_  
BY (Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE



## Engineer's Cost Summary

**PROJECT:** Golden Eagle Park Improvements

**DATE OF ISSUANCE:** June 2, 2020

**BID No:** CIP 18-101

**CHANGE ORDER No.** 3

**TOTAL CHANGE IN CONTRACT AMOUNT:** Decrease of \$546.21

**TOTAL CHANGE IN CONTRACT TIME:** Increase of 8 calendar days

## Classification of Change Order

**Change Item No. 1** Deletion of 48" sanitary sewer manhole from scope of work.  
*Classification* Owner Ordered  
*Impact to Cost* Decrease contract amount by \$6,025.62  
*Impact to Time* None  
*Justification* See Purpose of Change Order.  
*Cost Summary* N/A

**Change Item No. 2** Additional quick disconnect at baseball field.  
*Classification* Owner Ordered  
*Impact to Cost* Increase contract amount by \$1,509.36  
*Impact to Time* None  
*Justification* See Purpose of Change Order.  
*Cost Summary* Negotiated – See Attachment B

**Change Item No. 3** Additional work for re-painting of salvaged swing set.  
*Classification* Unforeseen condition (other)  
*Impact to Cost* Increase contract amount by \$3,970.05  
*Impact to Time* 5 calendar days.  
*Justification* See Purpose of Change Order.  
*Cost Summary* Negotiated – See Attachment C

**Change Item No.4** Request for days due to inspection delays caused by COVID 19 safety precautions.  
*Classification* Unforeseen condition (other)  
*Impact to Cost* None  
*Impact to Time* 3 calendar days.  
*Justification* See purpose of Change Order and Attachment D  
*Cost Summary* N/A

## Contract Change Order Summary

<b>Original Contract Amount</b>	\$2,342,805.58
<b>Change Order No. 1 Amount</b>	-\$397,981.26



**TOWN OF  
HORIZON CITY**

14999 DARRINGTON ROAD  
HORIZON CITY, TX 79928  
915-852-1046

<b>Change Order No. 2 Amount</b>	<b>\$15,325.19</b>
<b>Change Order No. 3 Amount</b>	<b>(\$546.21)</b>
<b>Revised Contract Amount</b>	<b>\$1,959,603.30</b>
<b>Cumulative Change Order Percent of Original Contract Amount</b>	<b>-16.36%</b>

<b>CHANGE ORDER CLASSIFICATION</b>	<b>PREVIOUS CHANGE ORDER</b>	<b>THIS CHANGE ORDER</b>	<b>TOTAL</b>
<b>Liquidated Damages</b>	0.00%	0.00%	0.00%
<b>Adjusted Final Quantities</b>	0.00%	0.00%	0.00%
<b>Unforeseen Subsurface</b>	0.00%	0.00%	0.00%
<b>Unforeseen Condition (Other)</b>	0.33%	<b>0.17%</b>	0.50%
<b>Owner Ordered</b>	-16.68%	<b>-0.20%</b>	-16.88%
<b>Repay Owner</b>	0.00%	0.00%	0.00%
<b>Errors</b>	0.00%	0.00%	0.00%
<b>Omissions</b>	0.00%	0.00%	0.00%
<b>Other</b>	0.00%	0.00%	0.00%



TOWN OF  
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HORIZON CITY, TX 79928  
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## **ATTACHMENT A**

*(Memorandum of Negotiation by Construction Manager – Change Order No. 3)*



TOWN OF  
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HORIZON CITY, TX 79928  
915-852-1046

**Memorandum of Negotiation by Engineer**  
**Change Order No. 3**

*Change Item #1 – Deletion of 48” sewer manhole from project scope.*

*Change Item #2 – Additional quick disconnect at baseball field.*

*Change Item #3 – Re-painting of salvages swing set.*

*Change Item #4 – Request of days for inspection delays.*

Contractor’s proposal was found to be fair and reasonable at **-\$546.21**

**The Contractor’s proposal is accepted at -\$546.21**



TOWN OF  
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14999 DARRINGTON ROAD  
HORIZON CITY, TX 79928  
915-852-1046

**ATTACHMENT B**  
*(Additional Quick Disconnect – Change Order No. 3)*



Moreno Cardenas Inc.  
 2505 E Missouri Ave.  
 Suite 100  
 El Paso, Texas 79903  
 Phone: (915) 532-2091  
 Fax: (915) 542-0307

**Project:** 18-121 - TOH Golden Eagle Park Improvements  
 14400 Golden Eagle Dr  
 Horizon City, Texas 79928

**RFI 19-12-003 Baseball Field Quick Connect**

<b>TO:</b>	Saul Trejo (Moreno Cardenas Inc.)	<b>FROM:</b>	Oscar Saenz (Hawk Construction)
<b>DATE INITIATED:</b>	01/17/2020	<b>STATUS:</b>	Closed on 03/26/20
<b>LOCATION:</b>		<b>DUE DATE:</b>	01/18/2020
<b>PROJECT STAGE:</b>	Course of Construction	<b>COST CODE:</b>	
<b>SUB JOB:</b>		<b>SCHEDULE IMPACT:</b>	Yes (Unknown)
<b>COST IMPACT:</b>	Yes (Unknown)	<b>SPEC SECTION:</b>	
<b>DRAWING NUMBER:</b>		<b>REFERENCE:</b>	
<b>LINKED DRAWINGS:</b>			
<b>RECEIVED FROM:</b>	Oscar Saenz (Hawk Construction)		

**COPIES TO:**  
 Danny Assad (Moreno Cardenas Inc.), Jennifer Barr (Desert Elements Landscape Design, LLC), Elizabeth Luna (Town of Horizon City), Mark Medina (Moreno Cardenas Inc.), Michelle Padilla (Town of Horizon City), Teresa Quezada (Town of Horizon City), Roxanne Rivera (Huitt-Zollars, Inc.), Melissa Sanchez (Moreno Cardenas Inc.), Albert Valle (Town of Horizon City)

**Question from Oscar Saenz (Hawk Construction) at 08:20 AM on 01/13/2020**

As discussed during the meeting, a Quick Connect will be needed to be added in order to water the Baseball Field.  
 Please provide a location for the Quick Connect and the request for pricing.  
 Thank You

**Official Response:** Jennifer Barr (Desert Elements Landscape Design, LLC) responded on Friday, January 17th, 2020 at 3:03PM MST  
 Quickcoupler spur must be installed upstream of master valve, near existing backflow. Please propose change order to include tee off mainline, 1" Class 200 PVC from tee to Quickcoupler, 1" Quickcoupler in purple box. Install Quickcoupler as close to the fence as possible, so that it is out of the access drive.  
 See plan markup attached.

**Attachments:**  
[RFI3-Response-QC-DE-1-17-20.pdf](#), [RFI3-Response-DE-QC LOCATION 1-17-20.pdf](#)

**All Replies:**

**Response from Jennifer Barr (Desert Elements Landscape Design, LLC) at 03:03 PM on 01/17/2020**

Quickcoupler spur must be installed upstream of master valve, near existing backflow. Please propose change order to include tee off mainline, 1" Class 200 PVC from tee to Quickcoupler, 1" Quickcoupler in purple box. Install Quickcoupler as close to the fence as possible, so that it is out of the access drive.  
 See plan markup attached.

**Attachments:**  
[RFI3-Response-QC-DE-1-17-20.pdf](#) [RFI3-Response-DE-QC LOCATION 1-17-20.pdf](#)



*Project: Golden Eagle Park*

**PRICE PROPOSAL**

Date 4/28/2020

Item	Description	Quantity	UM	Bid Price	Amount
	Baseball Field Quick Connect	1.000	LS	\$ 1,509.36	\$ 1,509.36

1. PRICE PROPOSAL ASSUMES GENERAL LIABILITY INSURANCE ONLY. OTHER INSURANCE REQUIREMENTS WILL BE ADDITIONAL.
2. PRICES PROPOSAL ONLY INCLUDES STANDARD PPE (HARD HAT, VEST, SAFETY GLASSES, WORK BOOTS, AND HEARING PROTECTION). ANY SPECIALIZED PPE OR TRAINING WILL BE ADDITIONAL.
3. PRICE PROPOSAL INCLUDES ALL LABOR, EQUIPMENT, MATERIAL, AND INCIDENTALS TO PERFORM WORK. ANY OTHER UNEXPECTED CONDITIONS WILL BE ADDITIONAL.





April 6, 2020

Hawk Construction  
12779 Azogue Ave.  
El Paso, TX 79938  
Attn: Mr. Oscar Saenz

Re: Golden Eagle Park  
RFI 19-12-003 Baseball Field Quick Disconnect

Dear Mr. Saenz,

Please find listed below our proposal to perform the additional work requested as per the above reference RFI.

Material

60	LF	1" PVC Pipe Class 200 @ \$0.20/LF	=	\$	12.00
1	ea.	3"X1" Tee sss @ \$8.04/ea.	=	\$	8.04
2	ea.	1" Ell S.S. @ \$0.46/ea.	=	\$	0.92
1	ea.	1" Swing Joint with Stabilizer @ \$35.10/ea.	=	\$	35.10
1	ea.	10"Round Valve Box Purple @ \$21.54/ea.	=	\$	21.54
1	ea.	1" Quick Coupling @ \$96.54/ea.	=	\$	96.54

Labor

22	Hrs.	Labor @ \$16.95/Hr.	=	\$	372.90
6	Hrs.	Operator @ \$22.00/Hr.	=	\$	132.00
6	Hrs.	Supervision @ \$ 32.50/Hr.	=	\$	195.00
		Labor Burden @ 28%	=	\$	195.97

Sub-Total	\$ 1,070.01
15% O & P	\$ 160.50
<b>Total</b>	<b>\$ 1,230.51</b>

Should you have any questions, please don't hesitate to call.

Sincerely,

Joe L. Aguilar, Jr.



**TOWN OF  
HORIZON CITY**

14999 DARRINGTON ROAD  
HORIZON CITY, TX 79928  
915-852-1046

**ATTACHMENT C**  
*(T&M Re-painting of Swing Set – Change Order No. 3)*

Moreno Cardenas Inc.  
 2505 E Missouri Ave.  
 Suite 100  
 El Paso, Texas 79903  
 Phone: (915) 532-2091  
 Fax: (915) 542-0307

**Project:** 18-121 - TOH Golden Eagle Park Improvements  
 14400 Golden Eagle Dr  
 Horizon City, Texas 79928

**RFI19-12-012 Re-Painting of Existing Swings**

<b>TO:</b>	Melissa Sanchez ( <b>Moreno Cardenas Inc.</b> ) Elias Victoriano	<b>FROM:</b>	Oscar Saenz ( <b>Hawk Construction</b> )
<b>DATE INITIATED:</b>	04/08/2020	<b>STATUS:</b>	Open
<b>LOCATION:</b>		<b>DUE DATE:</b>	05/29/2020
<b>PROJECT STAGE:</b>	Course of Construction	<b>COST CODE:</b>	
<b>SUB JOB:</b>		<b>SCHEDULE IMPACT:</b>	No
<b>COST IMPACT:</b>	\$4,396.31	<b>SPEC SECTION:</b>	12 93 00 - Site Furnishings
<b>DRAWING NUMBER:</b>		<b>REFERENCE:</b>	
<b>LINKED DRAWINGS:</b>			
<b>RECEIVED FROM:</b>	Oscar Saenz ( <b>Hawk Construction</b> )		
<b>COPIES TO:</b>	Danny Assad ( <b>Moreno Cardenas Inc.</b> ), Jennifer Barr ( <b>Desert Elements Landscape Design, LLC</b> ), Elizabeth Luna ( <b>Town of Horizon City</b> ), Mark Medina ( <b>Moreno Cardenas Inc.</b> ), Jorge Ojeda ( <b>Hawk Construction</b> ), Michelle Padilla ( <b>Town of Horizon City</b> ), Teresa Quezada ( <b>Town of Horizon City</b> ), Roxanne Rivera ( <b>Huitt-Zollars, Inc.</b> ), Oscar Saenz ( <b>Hawk Construction</b> ), Melissa Sanchez ( <b>Moreno Cardenas Inc.</b> ), Albert Valle ( <b>Town of Horizon City</b> )		

**Question from Oscar Saenz (Hawk Construction) at 04:43 PM on 04/02/2020**

Saul,

As Discussed during Progress Metting 3/27/2020, Ms. Barr meet with our superintendent at the Jobsite to decide the color on the existing swings.

Attached is the quote to Price Proposal to Sand And Paint the Existing Swings to match the color of the new swings.

Please let us know if we should proceed.

Thank You

**Attachments:**  
[PCO 004 Painting Swings.pdf](#)

Awaiting an Official Response

**All Replies:**

**Response from Elias Victoriano at 02:33 PM on 06/01/2020**

Good afternoon Melissa:

Please find attached Reviewed Cost Proposal regarding time and material for the Swings. Should you have any questions, please advise. Thank you.

**Attachments:**  
[PCO 004 Cost Proposal Painting Swings Revised.pdf](#)

## Total Cost Prep and Paint Swings

Item	Dates							Total Per Category	Mark Up	Invoice Total
	1-Apr	2-Apr	3-Apr	6-Apr	7-Apr	8-Apr	9-Apr			
Equipment Total	-	-	-	-	-	220.00	220.00	440.00	15%	506.00
Man Hour Total	158.00	158.00	158.00	278.00	278.00	278.00	278.00	1,586.00	80%	2,854.80
Material Total	316.85							316.85	25%	396.06
<b>Total Per Day</b>	474.85	158.00	158.00	278.00	278.00	498.00	498.00			

Total \$ To Date	3,756.86
Overhead and Profit (15%)	563.53
Bond 1.5%	64.81
Total	4,385.20

### MCI COMMENTS

- **April 6, 2020**
  - **1 HAWK employee** worked on the sanding the swings for a total of **8 MHs**
- **April 7, 2020**
  - **2 HAWK employees** were working on the painting of the swings for a total of **12 MHs** (other hours were spent doing other construction activities)
- **April 8, 2020**
  - **2 HAWK employees** were working on the painting of the swings for a total of **12 MHs** (other hours were spent doing other construction activities)

**Daily Breakdown**

	4/1/2020			4/2/2020			4/3/2020			4/6/2020		
	HRs	Rate	Amount	HRs	Rate	Amount	HRs	Rate	Amount	HRs	Rate	Amount
<b>Personnel</b>												
Eddie Guzman	1	\$ 30.00	\$ 30.00	1	\$ 30.00	\$ 30.00	1	\$ 30.00	\$ 30.00	1	\$ 30.00	\$ 30.00
Gabriel Ibarra	8	\$ 16.00	\$ 128.00	8	\$ 16.00	\$ 128.00	8	\$ 16.00	\$ 128.00	8	\$ 16.00	\$ 128.00
David Mendez	0	\$ 15.00	\$ -		\$ 15.00	\$ -		\$ 15.00	\$ -	8	\$ 15.00	\$ 120.00
<b>Equipment</b>												
Skid Steer	0	\$ 27.50	\$ -		\$ 27.50	\$ -		\$ 27.50	\$ -		\$ 27.50	\$ -
Truck												
Trailer												

4/7/2020			4/8/2020			4/9/2020		
HRs	Rate	Amount	HRs	Rate	Amount	HRs	Rate	Amount
1	\$ 30.00	\$ 30.00	1	\$ 30.00	\$ 30.00	1	\$ 30.00	\$ 30.00
8	\$ 16.00	\$ 128.00	8	\$ 16.00	\$ 128.00	8	\$ 16.00	\$ 128.00
8	\$ 15.00	\$ 120.00	8	\$ 15.00	\$ 120.00	8	\$ 15.00	\$ 120.00
	\$ 27.50	\$ -	8	\$ 27.50	\$ 220.00	8	\$ 27.50	\$ 220.00
					\$ 220.00			\$ 220.00



*Project: Golden Eagle Park*

**PRICE PROPOSAL**

Date 5/29/2020

Item	Description	Quantity	UM	Bid Price	Amount
	Sanding and Re-Painting of Existing Swings	1.000	LS	\$ 3,970.05	\$ 3,970.05

1. PRICE PROPOSAL ASSUMES GENERAL LIABILITY INSURANCE ONLY. OTHER INSURANCE REQUIREMENTS WILL BE ADDITIONAL.
2. PRICES PROPOSAL ONLY INCLUDES STANDARD PPE (HARD HAT , VEST , SAFETY GLASSES, WORK BOOTS, AND HEARING PROTECTION). ANY SPECIALIZED PPE OR TRAINING WILL BE ADDITIONAL.
3. PRICE PROPOSAL INCLUDES ALL LABOR, EQUIPMENT , MATERIAL , AND INCIDENTALS TO PERFORM WORK. ANY OTHER UNEXPECTED CONDITIONS WILL BE ADDITIONAL.



**Cost Breakdown**  
**Sanding and Re-Painting of Existing Swings**

Project: Golden Eagle Park

Date : 29-May-20

Item	Description	Quantity		Labor		Equipment		Materials /Supplies		Subcontract		Sub Total
		Quantity	UM	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
	Labor	92.00	MH	\$ 15.00	\$ 1,380.00		\$ -		\$ -		\$ -	\$ 1,380.00
	Pick Up Truck	32.00	MH		\$ -	\$ 18.00	\$ 576.00		\$ -		\$ -	\$ 576.00
	Trailer	32.00	MH		\$ -	\$ 3.15	\$ 100.80		\$ -			\$ 100.80
	Skid Steer	8.00	HR		\$ -	\$ 27.50	\$ 220.00					
	Paint Materials	1.00	LS		\$ -		\$ -	\$ 316.85	\$ 316.85			\$ 316.85
<b>Subtotals</b>						\$ 1,380.00	\$ 896.80		\$ 316.85		\$ -	\$ 2,373.65
<b>Labor Burden</b>					55%	\$ 759.00						\$ 759.00
<b>Total Direct Costs</b>						\$ 2,139.00	\$ 896.80		\$ 316.85		\$ -	\$ 3,352.65
<b>Contractor's Markup</b>					25%	\$ 345.00	15%	\$ 134.52	25%	\$ 79.21		\$ 558.73
<b>Subtotals with Markup</b>						\$ 2,484.00	\$ 1,031.32		\$ 396.06		\$ -	\$ 3,911.38
<b>OH&amp;P</b>												\$ -
<b>Bond</b>										1.5%		\$ 58.67
<b>Total Change Request</b>												\$ 3,970.05

	4/1/2020			4/2/2020			4/3/2020		
	HRs	Rate	Amount	HRs	Rate	Amount	HRs	Rate	Amount
<b>Personnel</b>									
Eddie Guzman	1	\$ 30.00	\$ 30.00	1	\$ 30.00	\$ 30.00	1	\$ 30.00	\$ 30.00
Gabriel Ibarra	8	\$ 16.00	\$ 128.00	8	\$ 16.00	\$ 128.00	8	\$ 16.00	\$ 128.00
David Mendez	0	\$ 15.00	\$ -		\$ 15.00	\$ -		\$ 15.00	\$ -
<b>Equipment</b>									
Skid Steer	0	\$ 27.50	\$ -		\$ 27.50	\$ -		\$ 27.50	\$ -
Truck	8						8		
Trailer	8						8		

4/6/2020			4/7/2020			4/8/2020			4/9/2020		
HRs	Rate	Amount	HRs	Rate	Amount	HRs	Rate	Amount	HRs	Rate	Amount
	\$ 30.00	\$ -	4	\$ 30.00	\$ 120.00	4	\$ 30.00	\$ 120.00	1	\$ 30.00	\$ 30.00
8	\$ 16.00	\$ 128.00	8	\$ 16.00	\$ 128.00	8	\$ 16.00	\$ 128.00	8	\$ 16.00	\$ 128.00
	\$ 15.00	\$ -		\$ 15.00	\$ -		\$ 15.00	\$ -	8	\$ 15.00	\$ 120.00
	\$ 27.50	\$ -		\$ 27.50	\$ -	8	\$ 27.50	\$ 220.00	8	\$ 27.50	\$ 220.00
			8					\$ 220.00	8		\$ 220.00
			8						8		

Item	1-Apr	2-Apr	3-Apr	6-Apr	7-Apr	8-Apr	9-Apr
Equipment Total	-	-	-	-	-	220.00	220.00
Man Hour Total	158.00	158.00	158.00	128.00	248.00	248.00	278.00
Material Total	316.85						
<b>Total Per Day</b>	474.85	158.00	158.00	128.00	248.00	468.00	498.00



TOWN OF  
HORIZON CITY

14999 DARRINGTON ROAD  
HORIZON CITY, TX 79928  
915-852-1046

**ATTACHMENT D**  
*(Additional Days Request for Inspection Delays – Change Order No. 3)*



May 15, 2020

Moreno Cardenas Inc.  
2505 E Missouri Ave  
El Paso, TX 79903

**Solicitation No:** CIP 2018-001

**PROJECT:** Golden Eagle Park Improvements

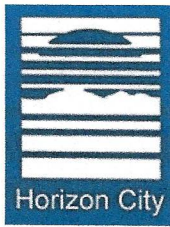
**RE:** Request for Days due to inspection delays caused by COVID -19 limited Inspection department operations.

**ATTENTION:** Mr. Saul Trejo

Due to the COVID-19, City inspections have limited hour of operation. As of Thursday, May 14, 2020, the water and sewer line is ready to be inspected but no inspection are happening today 5/15/2020. This inspection is limiting about 50 % of the remaining work left, this is on the critical path to complete the project. We would like to request 3 calendar days be credited for this issue. If you have any questions or concerns, please do not hesitate to contact us.

Sincerely,

Oscar Saenz  
Project Manager



**TOWN OF HORIZON CITY  
MEMORANDUM**

**Date:** June 4, 2020

**To:** Honorable Mayor and Members of City Council

**From:** Teresa Quezada, CIP Manager

**SUBJECT:** Discussion and Action: On Change Order #2 to the construction contract with Spartan Construction for Horizon Mesa Park Improvements Project, Solicitation No. CIP 2018-002 (103) and authorizing the Mayor to execute documents

*Teresa Quezada  
6/4/2020*

Change Order No. 2 to the construction contract with Spartan Construction of TXNM adds \$8,002.61 for various elements outlined below 21 calendar days to the substantial and final completion dates to complete the work authorized by the change items. These amounts and time for completion have been requested by the contractor and reviewed and recommended by Greenway Studio, the design consultants and Huitt Zollars, the Town's Construction Manager on this project. The **total contract** amount after these changes is **\$1,064,916.49**. The updated **completion date for the project is August 15, 2020**.

Since the total time extension exceeds one calendar week, staff is presenting the change order to Council.

<b>Change Item</b>	<b>Amount</b>	<b>Time</b>
1. Increase to remove sod and cutting the existing irrigation system and removal of irrigation heads	<b>\$2,755.58</b>	<b>0 days</b>
2. Increase to relocate existing irrigation valves outside walking path and sidewalk.	<b>\$1,984.33</b>	<b>7 days</b>
3. Increase to construct stem wall, regrade and backfill near proposed parking spaces.	<b>\$2,468.50</b>	<b>7 days</b>
4. Decrease due to reduction in bid quantity of 6-inch header curb where stem wall was constructed (Change Item #3).	<b>\$1,073.40</b>	<b>0 days</b>
5. Increase to relocate existing 3" PVC irrigation line located in proposed parking area.	<b>\$1,867.60</b>	<b>7 days</b>
<b>TOTAL (increase)</b>	<b>\$8,002.61</b>	<b>21 days</b>

This change order represents a net 0.75% increase to the contract value. Change order #1 only added time to the contract, so this change order is the first increase to the contract value.

Staff recommends approval.

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<b>PROJECT:</b>	Horizon Mesa Park Improvements	<b>DATE OF ISSUANCE:</b>	06/09/2020
<b>OWNER:</b>	Town of Horizon City 14999 Darrington Rd. Horizon City, Texas 79928	<b>BID NO.</b>	CIP 18-103
<b>CONTRACTOR:</b>	SPARTAN CONSTRUCTION OF TXNM	<b>ENGINEER:</b>	Huitt-Zollars, Inc.
<b>CONTRACT FOR:</b>	Park Improvements	<b>ENGINEER'S PROJECT NO.</b>	R312079.01

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**YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGE TO THE CONTRACT DOCUMENTS:**

Contractor is instructed to proceed with the work required by the Contract Documents. In addition, remove and or modify various bid items below. This Change Order increases the contract amount and increase the contract time as detailed for the various bid items:

**Change Item No. 1** – Increase contract amount by \$2,755.58 to remove 2500 Sq. Ft. of sod and cutting the existing irrigation system, removal of irrigation heads.

**Change Item No. 2** – Increase contract amount by \$1,984.33 to relocate existing irrigation valves outside of the walking path and sidewalk.

**Change Item No. 3** – Increase contract amount by \$2,468.50 to construct stem wall, regrade, and backfill near the proposed parking spaces.

**Change Item No. 4** – Decrease contract amount by \$1,073.40 per **Bid Item No. 5 *Furnish and Install 6-inch Header Curb*** in location of stem wall.

**Change Item No. 5** – Increase Contract amount y \$1,867.60 to relocate existing 3” PVC irrigation line located in proposed parking area.

**PURPOSE OF CHANGE ORDER:**

**Change Item No. 1** – The addition of additional work to demolition 2500 sq. ft. of sod, cut the existing irrigation system and remove existing irrigation heads in order to place proposed landscaping. The contract amount is **INCREASED by \$2,755.58**. The contract time is **NOT CHANGED**.

**Change Item No. 2** – The addition of additional work to relocate existing valve boxes in conflict with the proposed walking path. The contract amount is **INCREASED by \$ 1,984.33**. The contract time is **INCREASED by seven (7) calendar days**.

**Change Item No. 3** – The addition of additional work to construct to regrade the path near the proposed parking lot, construct a stem wall, and backfill due to differing field conditions than presented in the plans. The contract amount is **INCREASED by \$ 2,468.50**. The contract time is **INCREASED by seven (7) calendar days**.

**Change Item No. 4** – Decease the bid quantity for **Bid Item No. 5 *Furnish and Install 6-inch Header Curb*** by 75 linear feet to in the area of where the stem wall was constructed in Change Order Item No. 3. The contract amount is **DECREASED by \$ 1,073.40**. The contract time is **NOT CHANGED**.

**Change Item No. 5** – The addition of additional work to relocate an existing 3” PVC irrigation line that will interfere with the construction of the parking area. The contract amount is **INCREASED by \$ 1,867.60**. The contract time is **INCREASED by seven (7) calendar days**.

**IMPACT TO COST AND CONTRACT TIME (EACH TIME):**

INCREASE the contract by \$8002.61. INCREASE contract time by 21 calendar days to the Contract time to bring the Final Completion date to July 1, 2020.

<b>Change Item No. 1</b>	Contract Cost INCREASE	\$	2,755.58	Contract Time NOT CHANGED	Calendar Days
<b>Change Item No. 2</b>	Contract Cost INCREASE	\$	1,984.33	Contract Time INCREASED	7 Calendar Days
<b>Change Item No. 3</b>	Contract Cost INCREASE	\$	2,468.50	Contract Time INCREASED	7 Calendar Days
<b>Change Item No. 4</b>	Contract Cost DECREASE	\$	(1,073.40)	Contract Time NOT CHANGED	
<b>Change Item No. 5</b>	Contract Cost INCREASE	\$	1,867.60	Contract Time INCREASED	7 Calendar Days
<b>Summary</b>	<b>Contract Cost Increase/Decrease</b>	<b>\$</b>	<b>8,002.61</b>	<b>Contract Time Increase</b>	<b>21 Calendar Days</b>

**ATTACHMENTS:**

Contractor Change Events

**PROJECT: Horizon Mesa Park**

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME
ORIGINAL PRICE  <p style="text-align: center;">\$1,056,913.88</p>	ORIGINAL CONTRACT TIME  <b>MILESTONES:</b> <b>CONTRACT TIME:</b> Substantial Completion: 120 Days    Due Date: May 25, 2020 Final Completion:                      150 Days    Due Date: June 24, 2020
CONTRACT PRICE PRIOR TO THIS CHANGE ORDER  <p style="text-align: center;">\$1,056,913.88</p>	CONTRACT TIME PRIOR TO THIS CHANGE ORDER  <b>MILESTONES:</b> <b>CONTRACT TIME:</b> Substantial Completion: 151 Days    Due Date: May 25, 2020 Final Completion:                      181 Days    Due Date: June 24, 2020
NET INCREASE/DECREASE OF THIS CHANGE ORDER  <p style="text-align: center;">\$8,002.61</p>	NET <b>INCREASE</b> OF THIS CHANGE ORDER  <b>MILESTONES:</b> <b>CONTRACT TIME:</b> Substantial Completion:                      21 Calendar Days Final Completion:                                      21 Calendar Days
CONTRACT PRICE WITH ALL APPROVED CHANGE ORDERS  <p style="text-align: center;">\$1,064,916.49</p>	CONTRACT TIME WITH ALL APPROVED CHANGE ORDERS  <b>MILESTONES:</b> <b>CONTRACT TIME:</b> Substantial Completion: 172 Days    Due Date: July 16, 2020 Final Completion:                      202 Days    Due Date: Aug 15, 2020

This amount indicated above shall be considered full and equitable adjustment for any claims, past and future, for the work described and shall include all costs, direct and indirect, including extended overhead.

ACCEPTED:

by \_\_\_\_\_  
Contractor

Date \_\_\_\_\_

RECOMMENDED:

by \_\_\_\_\_  
Roxanna Medina, PE  
Construction Manager

Date \_\_\_\_\_

REVIEWED:

by \_\_\_\_\_  
Town of Horizon-Public Works Director

Date \_\_\_\_\_

APPROVED:

by \_\_\_\_\_  
Ruben Mendoza-Mayor  
Town of Horizon

Date \_\_\_\_\_

**ENGINEER'S SUMMARY AND CLASSIFICATION OF SOURCE OF CHANGE**

**Change Order No.:** 2  
**Project:** Horizon Mesa Park  
**Contractor:** Spartan Construction of TXNM  
**Bid No.:** CIP 18-003  
**Construction Manager:** Huitt-Zollars Inc.  
**Designer:** Greenway Studios  
**Total Impact to Cost:** Increase \$8002.61  
**Total Impact to Time:** Increase 21 Calendar days

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**Change Item No. 1**      **Additional Demolition**  
**Classification:** Differing Site Conditions  
**Impact to Cost:** Increase \$ 2,755.58  
**Impact to Time:** None 0 Calendar days  
**Justification:** See Purpose of Change Order  
**Cost Method:** Negotiated-See Attached

**Change Item No. 2**      **Additional work to relocate existing irrigation valves**  
**Classification:** Differing Site Conditions  
**Impact to Cost:** Increase \$ 1,984.33  
**Impact to Time:** Increase 7 Calendar days  
**Justification:** See Purpose of Change Order  
**Cost Method:** Negotiated-See Attached

**Change Item No. 3**      **Additional work to regrade, construct stem wall, and backfill**  
**Classification:** Differing Site Conditions  
**Impact to Cost:** Increase \$ 2,468.50  
**Impact to Time:** Increase 7 Calendar days  
**Justification:** See Purpose of Change Order  
**Cost Method:** Negotiated-See Attached

**Change Item No. 4**      **Quantity Adjustment for Bid Item No. 5**  
**Classification:** Differing Site Conditions  
**Impact to Cost:** Decrease \$ 1,073.40  
**Impact to Time:** None 0 Calendar days  
**Justification:** See Purpose of Change Order  
**Cost Method:** Unit Bid Price

**Change Item No. 5**      **Additional work to relocate existing irrigation line**  
**Classification:** Unforeseen Site Conditions  
**Impact to Cost:** Increase \$ 1867.60  
**Impact to Time:** **Increase** 7 Calendar days  
**Justification:** See Purpose of Change Order  
**Cost Method:** Negotiated-See Attached



**Spartan Construction of TX & NM**  
 5780 N.Mesa  
 El Paso, Texas 79912  
 P: (915) 760-6171  
 F: (972) 591-4523

**Project: CIP-2018-003 - HORIZON MESA PARK IMPROVEMENTS**  
 14301 DESERT SHADOW DR.  
 HORIZON CITY, Texas 79928

## CHANGE EVENT #001 - Change Order 1 - Remove Landscaping heads/Removal of Sod

**Origin:** RFI #5: No demo called out where new rock is located  
**Date Created:** 2/19/2020  
**Status:** Open  
**Type:** Owner Change  
**Description:** Change order #1 pertaining to RFI #5 for removal of Sod and irrigation.  
**Attachments:** [Change Order - Lomeli removal of Sprinkler heads.pdf](#)

**Created By:** ORREY ALLEN  
**Scope:** In Scope  
**Change Reason:** Design Development

### CHANGE EVENT LINE ITEMS

Cost Code	Cost Type	Vendor / Contract	Revenue			Cost				Over/ Under	Budget Mod.
			ROM	Prime CCO	Latest Price	ROM	RFQ	Commit.	Latest Cost		
			\$0.00		\$0.00	\$208.00			\$208.00		\$(208.00)
			Description: Remove 8 existing sprinkler head/Material								
			\$0.00		\$0.00	\$928.00			\$928.00		\$(928.00)
			Description: Irrigator -3 Hrs/ 2 Labors - 8 Hrs								
			\$0.00		\$0.00	\$396.00			\$396.00		\$(396.00)
			Description: Labor - 2500 SF (18 hrs @ \$22.00)								
			\$0.00		\$0.00	\$720.00			\$720.00		\$(720.00)
			Description: Equipment - 2500 SF (8 hrs @ \$90.00)								
			\$0.00		\$0.00	\$451.65			\$451.65		\$(451.65)
			Description: Spartan Construction - 15% Mark-up								
			\$0.00		\$0.00	\$51.93			\$51.93		\$(51.93)
			Description: Bond - 1.5%								

110

Cost Code	Cost Type	Vendor / Contract	Revenue			Cost				Over/ Under	Budget Mod.
			ROM	Prime CCO	Latest Price	ROM	RFQ	Commit.	Latest Cost		
<b>Grand Totals</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,755.58</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,755.58</b>	<b>\$(2,755.58)</b>	<b>\$0.00</b>

# Lomeli & Sons Landscaping, Inc.

## Change Order #2

February 13, 2020

General Contractor  
Estimating Department

Re: Horizon Mesa Park  
14301 Desert Shadow  
Horizon, TX.

Lomeli & Sons, Inc. proposes to furnish all labor, equipment & materials for landscaping & irrigation as noted:

### Base Bid

• Remove 8 existing sprinkler heads	
Material (delivery included)	\$ 280.00
Irrigator 3 hrs & 2 labors 8 hrs	\$ 928.00
<b>Total</b>	<b>\$ 1,208.00</b>

Exclusions: New valves, valve's boxes and Sales tax.

**Note: This proposal is based on standard wage scale and insurance, without special requirements and it is valid for a period of 30 days from the date noted above. Any other requirement for wage scale and/or insurance will have extra charge.**

**Mace Lomeli**



## CHANGE ORDER RESPONSE

<b>Company</b>	<b>SPARTAN / LOMELI</b>
<b>CO No.</b>	CO # 8 (Canopy Footings)
<b>Date Submitted</b>	04.29.2020

<b>Project</b>	<b>Horizon Mesa Park</b>
<b>Project Manager</b>	<b>David A. Parra</b>
<b>Status</b>	CA
<b>Date Required</b>	NA
<b>Date Returned</b>	05.04.2020

CHANGE ORDER DESCRIPTION	
1	<p>This change order is to remove sodded area and irrigation system. Change order #1 pertaining to RFI #5 for removal of Sod and irrigation.</p> <p>Lomeli &amp; Sons proposes to furnish all labor, equipment and materials for landscaping and irrigation as noted: Remove 8 sprinkler heads. Material (delivery included) Irrigator (1) – 3hrs. / Laborer (2) – 8hrs.</p>

APPROVED / UNAPPROVED / PARTIAL ACCEPTANCE / RESUBMIT / COMMENTS ATTACHED	
	RESUBMIT / COMMENTS ATTACHED

RESPONSE	
1	<p>Please resubmit Removing Landscaping Heads / Removal of Sod with clearer description.</p> <p>Ex.</p> <ol style="list-style-type: none"> <li>1. What is associated by the 2500 sq. ft. labor and 2500 sq. ft. Equipment?</li> <li>2. Please include cost item only by labor hours associated to the tasks but not both labor hours and square feet.</li> </ol>
2	<p><b>Comment:</b> Sod irrigation lines should be capped within a couple of feet after entering new rock area, and capping points shall be noted within as-built work. Rotor heads shall be removed and all other lines extending within new rock area will be abandoned in-place.</p>

<b>BY:</b>	David A. Parra	<b>DATE:</b>	5.4.2020
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**Spartan Construction of TX & NM**  
 5780 N.Mesa  
 El Paso, Texas 79912  
 P: (915) 760-6171  
 F: (972) 591-4523

**Project: CIP-2018-003 - HORIZON MESA PARK IMPROVEMENTS**  
 14301 DESERT SHADOW DR.  
 HORIZON CITY, Texas 79928

## CHANGE EVENT #002 - Relocate 2 existing valves

**Origin:** RFI #4: Valve box in location of walking path  
**Date Created:** 2/19/2020  
**Status:** Open  
**Type:** Owner Change  
**Description:** Change order for relocating 2 valves to RFI #4.  
**Attachments:** [Change Order - Remove and Replace 2 irrigation Valves.pdf](#)

**Created By:** ORREY ALLEN  
**Scope:** In Scope  
**Change Reason:** Design Development

### CHANGE EVENT LINE ITEMS

Cost Code	Cost Type	Vendor / Contract	Revenue			Cost				Over/ Under	Budget Mod.
			ROM	Prime CCO	Latest Price	ROM	RFQ	Commit.	Latest Cost		
			\$0.00		\$0.00	\$510.00			\$510.00	\$(510.00)	
			Description: Remove 2 existing valves (Material)								
			\$0.00		\$0.00	\$1,190.00			\$1,190.00	\$(1,190.00)	
			Description: Irrigator - 6 Hrs/2 Laborers - 10 Hrs								
			\$0.00		\$0.00	\$255.00			\$255.00	\$(255.00)	
			Description: Spartan Construction - 15% Mark up								
			\$0.00		\$0.00	\$29.33			\$29.33	\$(29.33)	
			Description: Bond - 1.5%								
			\$0.00		\$0.00	\$0.00			\$0.00	\$0.00	
			Description: Change Item Requires 7 Days								
<b>Grand Totals</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,984.33</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,984.33</b>	<b>\$(1,984.33)</b>	<b>\$0.00</b>

# Lomeli & Sons Landscaping, Inc.

## Change Order #1

February 13, 2020

General Contractor  
Estimating Department

Re: Horizon Mesa Park  
14301 Desert Shadow  
Horizon, TX.

Lomeli & Sons, Inc. proposes to furnish all labor, equipment & materials for landscaping & irrigation as noted:

### Base Bid

- Remove 2 existing valves and reinstall as per general contractor's instructions  
Material (sleeves and delivery included) \$ 510.00  
Irrigator 6 hrs & 2 Labors 10 hrs \$ 1,190.00

**Total \$ 1,700.00**

Exclusions: New valves, valve's boxes and Sales tax.

**Note: This proposal is based on standard wage scale and insurance, without special requirements and it is valid for a period of 30 days from the date noted above. Any other requirement for wage scale and/or insurance will have extra charge.**

**Mace Lomeli**



**RFI RESPONSE**

<b>Company</b>	<b>SPARTAN CONSTRUCTION OF TEXAS</b>
<b>Reference No.</b>	RFI #4
<b>Date Submitted</b>	February 7, 2020

<b>Project</b>	<b>Project Name Horizon Mesa Park</b>
<b>Project Manager</b>	<b>David A. Parra / Luis F. Terrazas</b>
<b>Status</b>	FFC
<b>Date Required</b>	02/09/2020
<b>Date Returned</b>	02/07/2020

RFI	
1	There are 2 valve boxes in the location of where the new proposed sidewalks are going to be poured. Are we to leave them in the place or relocate boxes? Sheet c-3.

RESPONSES	
1	Valves shall be relocated to landscape area to avoid being covered by concrete. Any lines under concrete shall be sleeved. under concrete shall be sleeved.

<b>BY:</b>	Luis F. Terrazas / David A. Parra	<b>DATE:</b>	2.7.2020
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**Spartan Construction of TX & NM**  
 5780 N.Mesa  
 El Paso, Texas 79912  
 P: (915) 760-6171  
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**Project: CIP-2018-003 - HORIZON MESA PARK IMPROVEMENTS**  
 14301 DESERT SHADOW DR.  
 HORIZON CITY, Texas 79928

## CHANGE EVENT #007 - REGRADE STEM WALL & BACK FILL

**Origin:**

**Date Created:** 4/8/2020      **Created By:** DEE GALLEGOS  
**Status:** Open      **Scope:** Out of Scope  
**Type:** TBD      **Change Reason:** Existing Condition  
**Description:** THIS CHANGE ORDER IS TO REGRADE, INSTALL CONCRETE STEM WALL AND BACK FILL PER RFI#14.

THIS CHANGE WILL REQUIRE 3 ADDITIONAL DAYS.

**Attachments:** [BACK UP RFI#14.pdf](#)

### CHANGE EVENT LINE ITEMS

Cost Code	Cost Type	Vendor / Contract	Revenue			Cost				Over/ Under	Budget Mod.
			ROM	Prime CCO	Latest Price	ROM	RFQ	Commit.	Latest Cost		
			\$300.00		\$300.00	\$300.00			\$300.00	\$0.00	
	Description: REGRADE CURB (75LF @ \$4)										
			\$1,125.00		\$1,125.00	\$1,125.00			\$1,125.00	\$0.00	
	Description: CONCRETE CURB (75LF @ \$15)										
			\$240.00		\$240.00	\$240.00			\$240.00	\$0.00	
	Description: REBAR (300LF @ \$.80)										
			\$450.00		\$450.00	\$450.00			\$450.00	\$0.00	
	Description: MISC BACK FILL (75LF @ \$6)										
			\$317.00		\$317.00	\$317.00			\$317.00	\$0.00	
	Description: SCTX INC MARK UP OF 15%										
			\$36.50		\$36.50	\$36.50			\$36.50	\$0.00	
					117						

Cost Code	Cost Type	Vendor / Contract	Revenue			Cost				Over/ Under	Budget Mod.
			ROM	Prime CCO	Latest Price	ROM	RFQ	Commit.	Latest Cost		
Description: BOND OF 1.5%											
<b>Grand Totals</b>			<b>\$2,468.50</b>	<b>\$0.00</b>	<b>\$2,468.50</b>	<b>\$2,468.50</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,468.50</b>	<b>\$0.00</b>	<b>\$0.00</b>



Spartan Construction of TX & NM
5780 N.Mesa
El Paso, Texas 79912
Phone: (915) 760-6171
Fax: (972) 591-4523

Project: CIP-2018-003 - HORIZON MESAPARK IMPROVEMENTS
14301 DESERT SHADOW DR.
HORIZON CITY, Texas 79928

Civil grading

TO: Roxanna Rivera (Huitt-Zollars) FROM: JOSE RODRIGUEZ (Spartan Construction of Texas Inc)
DATE INITIATED: 03/20/2020 STATUS: Open
LOCATION: Horizon Mesa Park DUE DATE: 03/23/2020
PROJECT STAGE: Course of Construction COST CODE:
SUB JOB: SCHEDULE IMPACT: TBD
COST IMPACT: TBD SPEC SECTION:
DRAWING NUMBER: C-7 REFERENCE:
LINKED DRAWINGS:

RECEIVED FROM: JOSE RODRIGUEZ (Spartan Construction of Texas Inc)

COPIES TO:

ORREY ALLEN (Spartan Construction of Texas Inc), STEVE ALLEN (Spartan Construction of Texas Inc), David Parra (Greenway Studio), Roxanna Rivera (Huitt-Zollars), Albert Valle (TOWN OF HORIZON CITY)

Question from JOSE RODRIGUEZ (Spartan Construction of Texas Inc) at 11:09 AM on 03/20/2020

Verify elevation on plan C-7 on parking area following current elevation for jogging path curb the ground is going to be higher than the curb see picture attached

Attachments:

662CB99A-368A-481E-A5F8-55B6044E5395.jpg

Awaiting an Official Response

All Replies:

CEA Group Response:

03/31/20

We recommend applying the additional grading as shown in detail "Pavement Improvements Slope Grading Detail" provided in sheet C-7-R2 (attached).

As an alternative to grading, and upon preference and approval of Project Manager and/or Town of Horizon City representative, "Concrete Stem walls" may be incorporated in specific areas. Refer to attached typical detail.

As per the verification of elevations provide by the contractor, there is a variation between the existing elevations provided with the survey used for design and the elevations currently established in the field by the contractor. Such variations range from +0.12 to +0.40 ft., averaging a variation of +0.26 ft (approximate 3 inches).

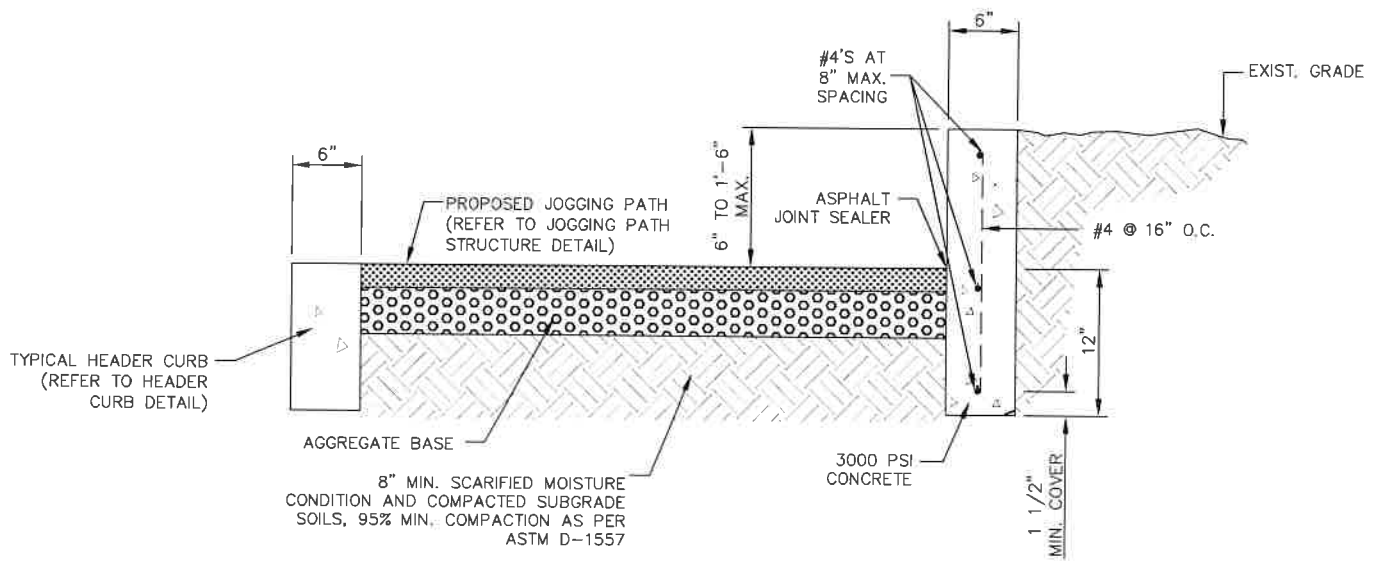
There is the possibility that this variation might be carried throughout the project; therefore, we recommend that contractor verifies elevations of key locations in order to not compromise any ADA requirements.

Jahziel Villegas
CEA Group

BY

DATE

COPIES TO



**CONCRETE STEM WALL DETAIL**  
SCALE: NTS

<b>CONCRETE STEM WALL DETAIL</b>	
DATE: 03-31-20	
<b>cea</b>	813 N. Kansas St. Suite 300 El Paso, TX 79902 915.544.5232
<b>group</b>	www.ceagroup.net
TEXAS REGISTERED ENGINEERING FIRM F-4564	



**Spartan Construction of TX & NM**  
 5780 N.Mesa  
 El Paso, Texas 79912  
 P: (915) 760-6171  
 F: (972) 591-4523

**Project: CIP-2018-003 - HORIZON MESA PARK IMPROVEMENTS**  
 14301 DESERT SHADOW DR.  
 HORIZON CITY, Texas 79928

## CHANGE EVENT #009 - Relocate PVC line at Parking Area

**Origin:**  
**Date Created:** 5/21/2020 **Created By:** Ashton Allen  
**Status:** Open **Scope:** Out of Scope  
**Type:** Owner Change **Change Reason:** Existing Condition  
**Description:** CO Includes the necessary material, equipment, and labor to relocate the existing PVC line out of the parking area as directed in response to RFI #21.  
**Attachments:** [Change Event #009 - Lomeli Backup.pdf](#)

### CHANGE EVENT LINE ITEMS

Cost Code	Cost Type	Vendor / Contract	Revenue			Cost				Over/ Under	Budget Mod.
			ROM	Prime CCO	Latest Price	ROM	RFQ	Commit.	Latest Cost		
			\$1,040.00		\$1,040.00	\$1,040.00			\$1,040.00	\$0.00	
			Description: 2 men / 16hrs / \$65/hr								
			\$300.00		\$300.00	\$300.00			\$300.00	\$0.00	
			Description: Tools/equipment								
			\$260.00		\$260.00	\$260.00			\$260.00	\$0.00	
			Description: Material								
			\$240.00		\$240.00	\$240.00			\$240.00	\$0.00	
			Description: Spartan Markup (15%)								
			\$27.60		\$27.60	\$27.60			\$27.60	\$0.00	
			Description: Bond of 1.5%								
			\$0.00		\$0.00	\$0.00			\$0.00	\$0.00	
			Description: Change Event Requires 7 Days								

Cost Code	Cost Type	Vendor / Contract	Revenue			Cost				Over/ Under	Budget Mod.
			ROM	Prime CCO	Latest Price	ROM	RFQ	Commit.	Latest Cost		
<b>Grand Totals</b>			<b>\$1,867.60</b>	<b>\$0.00</b>	<b>\$1,867.60</b>	<b>\$1,867.60</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,867.60</b>	<b>\$0.00</b>	<b>\$0.00</b>

# Lomeli & Sons Landscaping, Inc.

## Change Order #6

May 21, 2020

General Contractor  
Estimating Department

Re: Horizon Mesa Park  
14301 Desert Shadow  
Horizon, TX.

Lomeli & Sons, Inc. proposes to furnish all labor, equipment & materials for landscaping & irrigation as noted:

### Base Bid

- |  |            |
|--|------------|
| • Install 3" PVC pipe routed as per RFI 21 |            |
| • 2 men \$65 per hour/ 16 hours.           | \$1,040.00 |
| • Tools and machinery                      | \$ 300.00  |
| • Material                                 | \$ 260.00  |

**Total     \$   1,600.00**

**Exclusions:** New valves, valve's boxes and Sales tax.

**Note:** This proposal is based on standard wage scale and insurance, without special requirements and it is valid for a period of 30 days from the date noted above. Any other requirement for wage scale and/or insurance will have extra charge.

**Mace Lomeli**



**RFI RESPONSE**

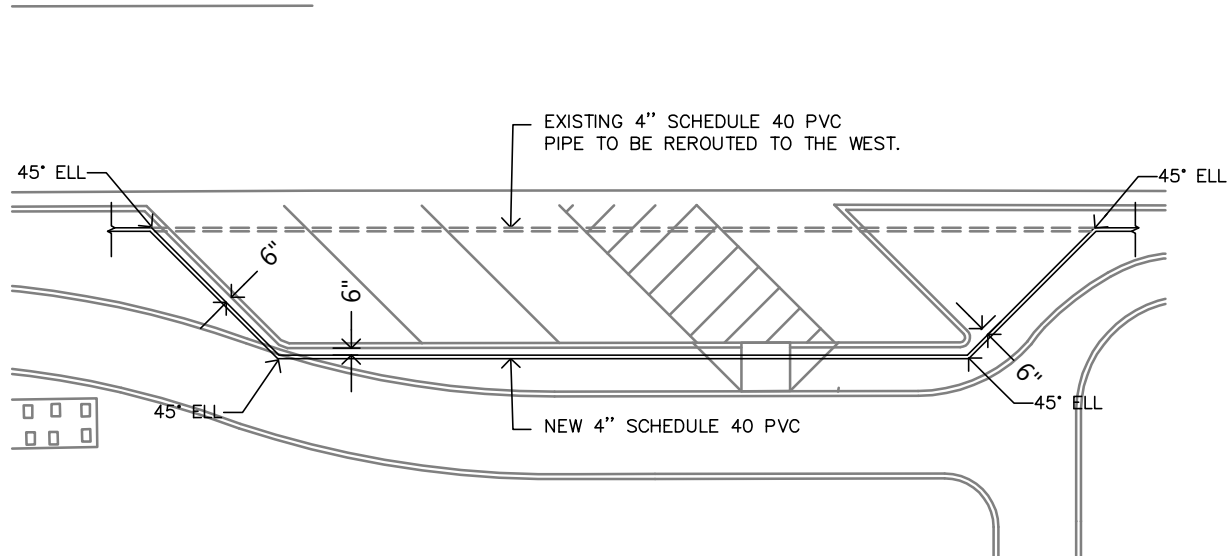
<b>Company</b>	<b>SPARTAN CONSTRUCTION OF TEXAS</b>
<b>Reference No.</b>	RFI #21
<b>Date Submitted</b>	May 14, 2020

<b>Project</b>	<b>Project Name Horizon Mesa Park</b>
<b>Project Manager</b>	<b>David A. Parra</b>
<b>Status</b>	FFC
<b>Date Required</b>	05/15/2020
<b>Date Returned</b>	05/18/2020

RFI	
1	While excavating for sub grade at the parking area on the east side of the park, we came across a 4" PVC line. The PVC line runs the length of the parking area and its current elevation is 2" above what sub grade should be. Being 2" into the Base course there is concern with damaging this line while compacting the base course. Please advise how to proceed.

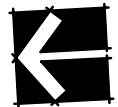
RESPONSES	
1	The 4" PVC pipe will have to be rerouted to the west of the parking lot 6" away from the curb. Refer to attached drawing.

<b>BY:</b>	Ivan Patricio	<b>DATE:</b>	5.18.2020
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○ **4" PVC PIPE RELOCATION**

Not to scale



# Town of Horizon City 2050

## Metropolitan Transportation Program

City Council Meeting

June 9, 2020

# 2050 Metropolitan Transportation Program

- Metropolitan Planning Organization issued a call for projects for the 2050 long-range transportation program on May 6, 2020
- MPO must submit updated long-range plans to comply with federal regulations
- Projects due to MPO due by **June 22, 2020**
- 2050 MTP document expected completion by November 2022.

# Long-Range Transportation Projects

## 2045 MTP Projects – Submitted May 2017

- **North Darrington Rd. Reconstruction** – from Eastlake to Oxbow
- **S. Darrington Rd. Reconstruction** – from Oxbow to Alberton
- **N. Kenazo Ave. Improvements** – from Eastlake to Horizon Blvd.
- **S. Kenazo Ave. Improvements** – from Horizon Blvd. to Darrington Rd.
- **S. Kenazo Extension** – from Weaver Rd. to Rancho Desierto Bello Subdivision
- **Alberton Ave. & Antwerp Construction** – from Horizon Blvd. to Darrington Rd.

# Long-Range Transportation Projects

## 2045 MTP Projects

<b>PROJECT NAME</b>	<b>PROPOSED PROGRAM YEAR</b>	<b>ESTIMATED PROJECT COSTS</b>
<b>N. Darrington Rd. Reconstruction</b>	2027	\$23,662,000
<b>S. Darrington Rd. Repaving</b>	2027	\$13,450,000
<b>N. Kenazo Ave. Reconstruction</b>	2028	\$15,703,000
<b>S. Kenazo Ave. Reconstruction</b>	2026	\$9,530,000
<b>Kenazo Dr. Extension</b>	2028	\$6,177,000
<b>Alberton Ave./Antwerp Rd. Construction</b>	2027	\$16,519,000
		\$85,041,000

# Update - Long-Range Transportation Projects

## 2045 MTP Projects – Submitted May 2017

- **North Darrington Rd. Reconstruction** – from Eastlake to Oxbow
- **S. Darrington Rd. Reconstruction** – from Oxbow to Alberton
- **N. Kenazo Ave. Improvements** – from Eastlake to Horizon Blvd.
- **S. Kenazo Ave. Improvements** – from Horizon Blvd. to Darrington Rd.
- **S. Kenazo Extension** – from Weaver Rd. to Rancho Desierto Bello Subdivision
- **Alberton Ave. & Antwerp Construction** – from Horizon Blvd. to Darrington Rd.

# Recommendations

## **City Funded Projects:**

- **S. Kenazo Ave. Improvements** – from Horizon Blvd. to Darrington Rd.
- **S. Kenazo Extension** – from Weaver Rd. to Rancho Desierto Bello Subdivision

# Recommendations

**City-funded design to TXDOT Standards –  
Submit projects for construction funding  
through MPO**

- **S. Darrington Rd. Reconstruction** – from Oxbow to Alberton
- **N. Kenazo Ave. Improvements** – from Eastlake to Horizon Blvd.
- **Alberton Ave. & Antwerp Construction** – from Horizon Blvd. to Darrington Rd.

# Recommendations

**Submit new projects to the 2050 Plan to address transportation elements in the Town Center/TOD**

- New Street construction for **Dilley and Delake** – two roadways in Phase 1 of TOD.
- **Transit Plaza and park and ride facilities.**

# Recommendations

## **Submit transit routes to 2050 MTP**

- Horizon City – City of Socorro circulator bus route
- Horizon City-UTEP Campus express bus Route

# Proposed MTP Projects

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

# Next Steps

- Update and/or develop estimates;
- Prepare Congestion Management Process questionnaire for each project;
- Finalize project request forms to meet June 22, 2020 deadline
- Coordinate with County, TXDOT and potentially CRRMA for project development

# Town of Horizon City Parks and Municipal Campus

Municipal Facilities Committee Report  
City Council Meeting  
May 16, 2017

## EMERGENCY ORDINANCE NO. 4

### **CONTINUING THE DECLARATION OF EMERGENCY AND RE-ENACTING THE EMERGENCY ORDINANCE INSTITUTING EMERGENCY MEASURES DUE TO A PUBLIC HEALTH EMERGENCY; SEVERABILITY CLAUSE; PENALTY AS PROVIDED HEREIN**

**WHEREAS**, on March 13, 2020, the Governor of the State of Texas declared state of disaster and the President of the United States of America declared a national emergency in relation to COVID-19; and

**WHEREAS**, Chapter 418 of the Government Code governs Emergency Management at state and local levels, and Chapters 121 and 122 of the Texas Health and Safety Code, establishes the powers and authority of local regulation of public health; and

**WHEREAS**, by order issued on March 13, 2020 the County Judge of the County of El Paso has declared a county state of disaster for El Paso County, Texas; and

**WHEREAS**, by proclamation issued on March 16, 2020, the Mayor declared a local state of disaster for the Town of Horizon City resulting from a public health emergency; and

**WHEREAS**, on March 19, 2020, April 14, 2020 and May 12, 2020, the City Council of the Town of Horizon City renewed, extended and continued the Mayor's declaration of disaster for thirty days until May 13, 2020, in accordance with Section 418.108 of the Texas Government Code; and

**WHEREAS**, on March 19, 2020, the City Council adopted an Emergency Order instituting Emergency Measures due to a Public Health Emergency and extended such ordinance by Ordinance No. 2 on April 14, 2020; and

**WHEREAS**, the Texas Governor continues his emergency declaration, and continues to issue emergency orders to address those certain services to be reopened on such reopening date stated in each order, and to provide guidance for each category of reopened services and urge people and governmental entities to take actions necessary to reopen the economy while slowing the spread of COVID-19;

**WHEREAS**, the number of COVID-19 cases in Horizon City and in the adjacent El Paso County areas continues to rise based on the evidence provided by the local health authority, the El Paso County Judge continues and has amended his orders regarding the movement of people, which pursuant to Texas Government Code Section 418.108(h)(i) are effective in incorporated (and unincorporated) areas of the county, including the Town of Horizon City; and

**WHEREAS**, the Town of Horizon City is a home rule municipality and under City Charter Section 3.17 allows for the City Council to adopt an emergency ordinance to meet a public emergency affecting, life, health, property or the public peace; and

**WHEREAS**, the state of disaster requires that certain emergency measures be taken pursuant to the Executive Order of the Governor Relating to Emergency Management; therefore,

the declaration of disaster continued on March 19, 2020 and extended on April 14, 2020, and the regulations adopted by Emergency Ordinance of the City Council on March 19, 2020 as amended by Emergency Ordinance No. 2 on April 14, 2020 and Emergency Order No. 3 on May 12, 2020, shall be continued and shall remain in effect until the state of disaster is terminated.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF HORIZON CITY, TEXAS THAT:**

1. The state of disaster proclaimed for the Town of Horizon City by the Mayor on March 16, 2020 and extended by Resolution of the Council on March 19, 2020, April 14, 2020 and May \_\_, 2020 is hereby continued for thirty (30) days unless reenacted by the City Council or until terminated by the City Council.

2. The rules and regulations adopted by the City Council by Emergency Ordinance on March 19, 2020 as amended by Emergency Ordinance No. 2 on April 14, 2020 and Emergency Order No. 3 on May 12, 2020 shall continue to be in full force and effect for thirty (30) days or until such emergency is terminated.

3. With regard to Section 5, MOVEMENT OF PEOPLE AND OCCUPANCY OF PREMISES of the March 19 Emergency Ordinance, the City Council acknowledges that under Texas Government Code Section 418.108(h), the County Judge has the authority to issue orders regarding Movement of People within any incorporated or unincorporated area of the County. The provisions of this Section 5, Movement of People and Occupancy of Premises shall be modified or superseded by any Order of the County Judge during the term of this Ordinance with regard to the judge's authority under Section 418108(h), and the terms and conditions of such order shall be hereby incorporated into this Ordinance by reference.

In the event of any conflict between the order of the County Judge and the Town Mayor, the order of the County Judge shall prevail, pursuant to Section 418.108(h)(2) of the Texas Government Code.

**4. ENFORCEMENT**

Pursuant to Texas Government Code Section 418.173(b), it is an offense for an individual to violate a condition or restriction of any Order issued by the Governor of the State of Texas, the El Paso County Judge or any Ordinance adopted by the City Council of the Town of Horizon City and during a public health crisis/disaster. Said offense shall be a Class C Misdemeanor punishable by fine not to exceed \$500. No civil or criminal penalty shall be issued for failure to wear a face covering.

Any peace officer is hereby authorized to enforce the provisions of this Ordinance in accordance with the authority granted under Chapter 418 of the Texas Government Code. To the extent allowed by law, this ordinance may be enforced by any code enforcement officers or other similar designation, in the same manner that the municipal codes and ordinances are enforced.

5. EMERGENCY

This emergency ordinance shall take effect immediately upon its adoption and publication and it is accordingly so ordained. This ordinance shall remain in effect for 30 days, unless re-enacted in accordance with City Charter section 3.17 or until the state of disaster is terminated, whichever is sooner.

6. SEVERABILITY CLAUSE

It is hereby declared to be the intention of the City Council that the phrases, sentences, paragraphs and sections of this ordinance are severable. If any part of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect the remaining phrases, sentences, paragraphs and sections.

PASSED AND ADOPTED, this 9th day of June 2020

TOWN OF HORIZON CITY, TEXAS

\_\_\_\_\_  
Ruben Mendoza  
Mayor

ATTEST:

Approved as to Legal Form:

\_\_\_\_\_  
Elvia Schuller  
City Clerk

\_\_\_\_\_  
Bertha A. Ontiveros  
Asst. City Attorney

**WORK SAFE, STAY HOME, SECOND AMENDMENT TO ORDER NO. 8  
BY THE COUNTY JUDGE OF EL PASO COUNTY, TEXAS**

**DATE ORDER ISSUED: MAY 7, 2020**

**WHEREAS**, on May 5, 2020, Texas Governor Greg Abbott announced plans to further re-open sectors of Texas effective May 8, 2020 and May 18, 2020; and

**WHEREAS**, this second amendment is intended to amend the County Judge's first amendment to Order No. 8 to align with Governor Abbott's Executive Orders No. 21 ("GA-21") and No. 22 ("GA-22") and the Governor's Open Texas Checklists, as revised; and

**WHEREAS**, this second amendment addresses services to be reopened on May 8, 2020 and May 18, 2020; businesses may not reopen until their respective reopen date as stated in this Order; and

**WHEREAS**, all other provisions in Order No. 8, including the first amendment to the same, that have not been amended shall remain in full force and effect; and

**NOW THEREFORE, I, COUNTY JUDGE FOR EL PASO COUNTY, TEXAS PURSUANT TO THE AUTHORITY VESTED BY TEXAS GOVERNMENT CODE CHAPTER 418, HEREBY FIND AND ORDER:**

1. That SECTION 2 (Restricted Activities), Paragraphs b, c, and d be amended to read as follows:

b. **County Facilities.** The following describe outdoor areas and activities that are closed and therefore restricted until further directed throughout El Paso County: all parks and recreational areas and facilities, including tennis courts, basketball courts, hike and bike trails, public swimming pools, water parks, splash pads, public museums and public libraries. The area near Socorro Independent School District Student Activities Complex ("SAC") located near 1300 Joe Battle Boulevard remains closed and is therefore restricted. The use of any type of recreational vehicle at any outdoor area listed in this paragraph is prohibited. For clarity, County parks will remain closed except for use of designated paths adjacent to streets, parks, or within public parks.

Due to limited staffing, weather conditions and continuing construction projects, Governor Abbott announced that some State parks, including the Franklin Mountains State Park shall remain closed until further directed by Texas State officials.

c. Individuals may engage in outdoor sports, provided that the sports **do not include** contact with other participants, and **no more than four participants** play the sport at any time. See **Exhibit F**, Minimum Standard Health Protocols for Outdoor Sports Participants, County Judge Order No. 8. For clarification, the use of all private and public golf courses, private tennis courts, County handball courts, fishing and kayaking is permitted provided that the guidelines in **Exhibit E**, County Judge Order No. 8 is followed.

- d. Bars, sexually oriented businesses, interactive amusement venues such as bowling alleys, video arcades, amusement parks, water parks, splash pads, massage establishments, tattoo studios, piercing studios **shall remain closed, except to the extent any of the businesses referenced in this Order offer reopened services permitted in Section 4, such as restaurant services, or carry on Minimum Basic Operations as defined in this Order.**

2. That SECTION 4 (Re-Opening of Businesses and Retail to Go), Paragraph a (Reopening of Businesses), sub-paragraph 2 be amended to read as follows:

2. The below businesses may operate as follows:
  - a. In store retail services, for retail establishments that operate at up to 25 percent of the total listed occupancy of the retail establishment. See **Exhibit G**, Minimum Standard Health Protocols for Retailers and Retail Customers, County Judge Order No. 8.
  - b. Dine-in restaurant services, for restaurants that operate at up to 25 percent of the total listed occupancy of the restaurant; provided, however, that (a) this applies only to restaurants that have less than 51 percent of their gross receipts from the sale of alcoholic beverages, (b) the occupancy limits do not apply to customers seated in outdoor areas of the restaurant; and (c) valet services are prohibited except for vehicles with placards or plates for disabled parking. See **Exhibit H**, Minimum Standard Health Protocols for Restaurants and Restaurant Customers, County Judge Order No. 8.
  - c. Movie theaters that operate at up to 25 percent of the total listed occupancy of any individual theater for any screening. See **Exhibit I**, Minimum Health Standard Protocols for Movie Theaters and Movie Theater Customers, County Judge Order No. 8.
  - d. Shopping malls that operate at up to 25 percent of the total listed occupancy of the shopping mall; provided, however, that within shopping malls, the **food court dining areas, play areas, and interactive displays and settings must remain closed**, until further ordered or directed.
  - e. Services provided by any individual working alone in an office, effective until 12:01 a.m. on Monday, May 18, 2020, when this single-office provision is superseded by the expanded office-based services provision. See **Exhibit J** for Minimum Standard Health Protocols for Single-Person Offices, County Judge Order No. 8 and **Exhibit U** for Minimum Standard Health Protocols for Office-Based Employees.
  - f. Golf course operations. See **Exhibit E** for Guidance on Golf Course Operations, County Judge Order No.
  - g. Local government operations, including county and municipal governmental operations relating to permitting, recordation, and document filing services, as determined by the local government.
  - h. Wedding venues and the services required to conduct weddings; provided, however, that for weddings held indoors other than at church, congregation, or house of worship, the facility may operate at up to 25 percent of the total listed occupancy of the facility. See **Exhibit M**. Minimum Standard Health Protocols for Wedding Venues and Wedding Attendees.
  - i. Wedding reception services, for facilities that operate at up to 25 percent of the total listed occupancy of the facility; provided, however, that the occupancy limits do not

apply to the outdoor areas of a wedding reception or to outdoor wedding receptions. See **Exhibit N**, Minimum Standard Health Protocols for Wedding Reception Venues and Wedding Reception Attendees.

- j. Cosmetology salons, hair salons, barber shops, nail salons/shops, and other establishments where licensed cosmetologists or barbers practice their trade; provided, however, that all such salons, shops, and establishments must ensure at least six feet of social distancing between operating work stations. See **Exhibit O**, Minimum Standard Health Protocols for Barber Shops and Barber Shop Customers, **Exhibit P**, Minimum Standard Health Protocols for Cosmetology/Hair Salons and Cosmetology/Hair Salon Customers, and **Exhibit Q**, Minimum Standard Health Protocols for Nail Salons/Shops and Nail Salon Customers.
  - k. Starting at 12:01 a.m. on Friday, May 8, 2020:
    - 1. Tanning salons; provided, however, that all such salons must ensure at least six feet of social distancing between operating work stations. See **Exhibit R**, Minimum Standard Health Protocols for Tanning Salons and Tanning Salon Customers.
    - 2. Swimming pools; provided, however, that (i) indoor swimming pools may operate at up to 25 percent of the total listed occupancy of the pool facility; (ii) and outdoor swimming pools may operate at up to 25 percent of normal operating limits as determined by the pool operator.
  - l. Starting at 12:01 a.m. on Monday, May 18, 2020:
    - 1. Services provided by office workers in offices that operate at up to the greater of (i) five individuals, or (ii) 25 percent of the total office workforce; provided, however, that the individuals maintain appropriate social distancing. See **Exhibit U** for Minimum Standard Health Protocols for Office-Based Employees.
    - 2. Non-essential manufacturing services, for facilities that operate at up to 25 percent of the total listed occupancy of the facility. Non-essential manufacturing services are those operations that do not fall under Section 7(n) or (u). See **Exhibit T** for Minimum Standard Health Protocols for Non-Essential Manufacturers.
    - 3. Gyms and exercise facilities and classes that operate at up to 25 percent of the total listed occupancy of the gym or exercise facility; provided, however, that locker rooms and shower facilities must remain closed, but restrooms may open. See **Exhibit S**: Minimum Standard Health Protocols for Gyms/Exercise Facilities and Gym/Exercise Facility Patrons.
  - m. For clarity, the conditions and limitations set forth above for reopened services shall not apply to Essential Services, Essential Government Functions, and Essential Businesses as described respectively in Section 5, 6 and 7 of this Order. The total listed occupancy limits described above refer to the maximum occupant load set by local law. For purposes of this Order, staff members are not counted in determining percentage operating levels, except for non-essential manufacturing service providers and services provided by office workers.
  - n. Such additional services as may be enumerated by future executive orders or proclamations by the Governor.
3. That SECTION 9 (Enforcement), be amended to read as follows:

Pursuant to Texas Government Code Section 418.173(b), it is an offense for an individual to violate a condition or restriction of any Order issued by the El Paso County Judge during the public health crisis/disaster. Said offense shall be a Class C Misdemeanor punishable by fine not to exceed \$500. No civil or criminal penalty shall be issued for failure to wear a face covering.

Any peace officer, including, but not limited to, officers of the El Paso County Sheriff's Office, the El Paso Police Department, and the Fire Marshal's Office, is hereby authorized to enforce the provisions of this Order in accordance with the authority granted under Chapter 418 of the Texas Government Code. To the extent allowed by law, this order may be enforced by any code enforcement officers, code compliance officers, or other similar designation, in the same manner that municipal codes and ordinances are enforced.

4. That SECTION 13 (Incorporation of Exhibits), be amended to revise the description and content of Exhibit K to add the Governor's Open Texas Checklist for Church/Worship Attendees. See **Exhibit K: Minimum Standard Health Protocols for Churches/Places of Worship and for Church/Worship Attendees**
5. That SECTION 13 (Incorporation of Exhibits), be amended to add the following Exhibits which are attached hereto and incorporated into the Second Amendment to County Judge Order No. 8 **and mandates** compliance therewith:

**Exhibit A:** Minimum Standard Health Protocols for All Individuals

**Exhibit B:** Special Guidance for Texans Over 65

**Exhibit C:** Face Covering Recommendations

**Exhibit D:** Recommendations for Nursing Facilities

**Exhibit E:** Golf/Tennis Guidelines

**Exhibit F:** Minimum Standard Health Protocols for Outdoor Sports Participants

**Exhibit G:** Minimum Standard Health Protocols for Retailers and Retail Customers

**Exhibit H:** Minimum Standard Health Protocols for Restaurants and Restaurant Customers

**Exhibit I:** Minimum Standard Health Protocols for Movie Theaters and Movie Theater Customers

**Exhibit J:** Minimum Standard Health Protocols for Single- Person Offices

**Exhibit K:** Minimum Standard Health Protocols for Churches/Places of Worship

**Exhibit L:** Supreme Court of Texas 12<sup>th</sup> Emergency Order Regarding COVID-19 State of Disaster

**Exhibit M:** Minimum Standard Health Protocols for Wedding Venues and Wedding Attendees

**Exhibit N:** Minimum Standard Health Protocols for Wedding Reception Venues and Wedding Reception Attendees

**Exhibit O:** Minimum Standard Health Protocols for Barber Shops and Barber Shop Customers

**Exhibit P:** Minimum Standard Health Protocols for Cosmetology/Hair Salons and Cosmetology/Hair Salon Customers

**Exhibit Q:** Minimum Standard Health Protocols for Nail Salons/Shops and Nail Salon Customers

**Exhibit R:** Minimum Standard Health Protocols for Tanning Salons and Tanning Salon Customers

**Exhibit S:** Minimum Standard Health Protocols for Gyms/Exercise Facilities and Gym/Exercise Facility Patrons

**Exhibit T:** Minimum Standard Health Protocols for Non-Essential Manufacturers

**Exhibit U:** Minimum Standard Health Protocols for Office-Based Employees

6. **Exhibits.** Any reference in the Order, as amended, to “Exhibits”, shall mean that Exhibit, as amended by the Governor, and as available at <https://gov.texas.gov/organization/opentexas>, when applicable.
7. **Except as amended in this Order, the April 29, 2020, County Judge Order No. 8, and April 30, 2020 First Amendment to the same, shall otherwise remain in full force and effect unless superseded by a conflicting state or federal law or order.**
8. Except as specifically stated herein, this Amendment 2 shall take effect immediately.

**ORDERED this the 7<sup>th</sup> day of May, 2020.**

**COUNTY OF EL PASO, TEXAS**



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Ricardo A .Samaniego,  
El Paso County Judge

**Exhibit K**  
**Minimum Standard Health Protocols for Churches/Places of  
Worship and Church/Worship Attendees**

**as Outlined by the**  
**Governor's Report to Open Texas Issued on**  
**Monday, April 27, 2020**  
**and as revised on May 5, 2020**

The Office of the Attorney General and the Office of the Governor have been providing joint guidance regarding the effect of executive orders on religious services conducted in churches, congregations, and places of worship. Below is an excerpt from the joint guidance for executive order GA-18, issued on April 27, 2020. **The same minimum standard health protocols would apply to funeral services, burials, and memorials.**

In accordance with Governor Abbott's executive order GA-18, the following are the minimum recommended health protocols for all churches, congregations, and places of worship in Texas. Churches, congregations, and places of worship may adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all Texans. The same minimum standard health protocols would apply to funeral services, burials, and memorials.

We know now that the virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Churches, congregations, and places of worship should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization. Churches, congregations, and places of worship should also be mindful of federal and state employment laws and workplace safety standards.

**Health protocols for serving your attendees:**

- Strongly encourage the at-risk population (those who are 65 or older, especially those with chronic lung disease; moderate to severe asthma; chronic heart disease; severe obesity; diabetes; chronic kidney disease undergoing dialysis; liver disease; or weakened immune system) to watch or participate in the service remotely.

- Designate an area inside the facility reserved for the at-risk population, or offer a service for at-risk population attendees only.
- Ensure proper spacing between attendees:
  - Keep at least two empty seats (or six feet separation) between parties in any row, except as follows:
    - Two or more members of the same household can sit adjacent to one another, with two seats (or six feet separation) empty on either side.
    - Two individuals who are not members of the same household but who are attending together can sit adjacent to one another, with two seats (or six feet separation) empty on either side.
- Alternate rows between attendees (every other row left empty).

**Health protocols for your employees and volunteers:**

- Train all employees and volunteers on appropriate cleaning and disinfection, hand hygiene, and respiratory etiquette.
- Screen employees and volunteers before coming into the church, congregation, or place of worship:
  - Send home any employee or volunteer who has any of the following new or worsening signs or symptoms of possible COVID-19:
    - Cough
    - Shortness of breath or difficulty breathing
    - Chills
    - Repeated shaking with chills
    - Muscle pain
    - Headache
    - Sore throat
    - Loss of taste or smell
    - Diarrhea
    - Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
    - Known close contact with a person who is lab confirmed to have COVID-19

**Do not** allow employees or volunteers with the new or worsening signs or symptoms listed above to return to work until:

- In the case of an employee or volunteer who was diagnosed with COVID-19, the individual may return to work when all three of the following criteria are met: at least 3 days (72 hours) have passed *since recovery* (resolution of fever without the use of fever-reducing medications); and the individual has improvement in respiratory symptoms (e.g., cough, shortness of breath); and at least 7 days have passed *since symptoms first appeared*; or
- In the case of an employee or volunteer who has symptoms that could be COVID-19 and does not get evaluated by a medical professional or tested for COVID-19, the individual is assumed to have COVID-19, and the individual may not return to work until the individual has completed the same three-step criteria listed above; or

- If the employee or volunteer has symptoms that could be COVID-19 and wants to return to work before completing the above self-isolation period, the individual must obtain a medical professional's note clearing the individual for return based on an alternative diagnosis.
- Do not allow an employee or volunteer with known close contact to a person who is lab-confirmed to have COVID-19 to return to work until the end of the 14 day self-quarantine period from the last date of exposure (with an exception granted for healthcare workers and critical infrastructure workers).
- Have employees or volunteers wash or sanitize their hands upon entering.
- Have employees or volunteers maintain at least 6 feet separation from other individuals. If such distancing is not feasible, then other measures including face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.
- Consistent with the actions taken by many churches, congregations, and places of worship across the state, consider having employees, volunteers, and attendees wear cloth face coverings (over the nose and mouth). If available, they should consider wearing non-medical grade face masks.

**Health protocols for your facilities:**

- Regularly and frequently clean and disinfect any regularly touched surfaces, such as doorknobs, tables, chairs, and restrooms.
- Disinfect seats between services.
- Disinfect any items that come into contact with attendees.
- Maintain hand sanitizer, disinfecting wipes, soap and water, or similar disinfectant readily available.
- Place readily visible signage to remind everyone of best hygiene practices.
- If a church or place of worship provides meals for employees, volunteers, or attendees, they are recommended to have the meals individually packed for each employee, volunteer, or attendee.
- Maintain rigorous sanitation practices like disinfection, handwashing, and cleanliness when preparing or serving anything edible.

**Church/Worship Attendees**

Below is adapted from the latest joint guidance provided by the Office of the Attorney General and the Office of the Governor for religious services conducted in churches, congregations, and places of worship. The same minimum standard health protocols would apply to funeral services, burials, and memorials.

The following are the minimum recommended health protocols for all individuals attending churches, congregations, and places of worship in Texas. These minimum health protocols are not a limit on the health protocols that individuals may adopt. Individuals are encouraged to adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all Texans.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become

seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Individuals should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization.

### **Health protocols for individuals:**

- Maintain at least 6 feet separation from other individuals not within the same household. If such distancing is not feasible, other measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.
- Keep at least two empty seats (or six feet separation) between parties in any row, except as follows:
  - Two or more members of the same household can sit adjacent to one another, with two seats (or six feet separation) empty on either side.
  - Two individuals who are not members of the same household but who are attending together can sit adjacent to one another, with two seats (or six feet separation) empty on either side
- Self-screen before going into a church, congregation, or place of worship for any of the following new or worsening signs or symptoms of possible COVID-19:
  - Cough
  - Shortness of breath or difficulty breathing
  - Chills
  - Repeated shaking with chills
  - Muscle pain
  - Headache
  - Sore throat
  - Loss of taste or smell
  - Diarrhea
  - Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
  - Known close contact with a person who is lab confirmed to have COVID-19
  - Wash or disinfect hands upon entering a church, congregation, or place of worship and after any interaction with employees, volunteers, other customers, or items in the church, congregation, or place of worship.
  - Consistent with the actions taken by many individuals across the state, consider wearing cloth face coverings (over the nose and mouth) when entering a church, congregation, or place of worship, or when within 6 feet of another person who is not a member of the individual's household. If available, individuals should consider wearing non-medical grade face masks.

Individuals ages 65 or older are at a higher risk of COVID-19. To the extent possible, avoid contact within 6 feet with individuals aged 65 and older. Individuals aged 65 and older should stay at home as much as possible.

# **Exhibit M**

## **Minimum Standard Health Protocols for Wedding Reception Venues and Wedding Reception Attendees**

**as Outlined by the  
Governor's Open Texas Checklist**

**Published May 5, 2020**

A wedding reception held in a restaurant should follow the restaurant protocols. Wedding reception services held at other indoor locations are limited to 25% of the facility's total listed occupancy. Wedding receptions held outside are strongly recommended and are not subject to an occupancy limit. Employees and contractors of the wedding reception venue are not counted towards the 25% occupancy limitation.

The following are the minimum recommended health protocols for all wedding reception venues choosing to operate in Texas. Those venues may adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all employees, contractors, and attendees.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Wedding reception venues should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization. Those venues should also be mindful of federal and state employment and disability laws, workplace safety standards, and accessibility standards to address the needs of both workers and customers.

### **Health protocols for serving your attendees:**

- Parties maintain at least 6 feet distance apart from other parties at all times, including while waiting to be seated at the reception.
- Make a hand sanitizing station available upon entry to the reception.
- No tables of more than 6 people.
- Dining:
  - Do not leave condiments, silverware, flatware, glassware, or other traditional tabletop items on an unoccupied table
  - Provide condiments only upon request, and in single use (non-reusable) portions.
  - Use disposable menus (new for each patron)

- If a buffet is offered, venue employees and/or contractors serve the food to attendees.

**Health protocols for your employees and contractors:**

- Train all employees and contractors on appropriate cleaning and disinfection, hand hygiene, and respiratory etiquette.
- Screen employees and contractors before coming into the venue:
  - Send home any employee or contractor who has any of the following new or worsening signs or symptoms of possible COVID-19:
    - Cough
    - Shortness of breath or difficulty breathing
    - Chills
    - Repeated shaking with chills
    - Muscle pain
    - Headache
    - Sore throat
    - Loss of taste or smell
    - Diarrhea
    - Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
    - Known close contact with a person who is lab confirmed to have COVID-19
  - Do not allow employees or contractors with new or worsening signs or symptoms listed above to return to work until:
    - In the case of an employee or contractor who was diagnosed with COVID-19, the individual may return to work when all three of the following criteria are met: at least 3 days (72 hours) have passed since recovery (resolution of fever without the use of fever-reducing medications); and the individual has improvement in symptoms (e.g., cough, shortness of breath); and at least 10 days have passed since symptoms first appeared; or
    - In the case of an employee or contractor who has symptoms that could be COVID-19 and does not get evaluated by a medical professional or tested for COVID-19, the individual is assumed to have COVID-19, and the individual may not return to work until the individual has completed the same three-step criteria listed above; or
    - If the employee or contractor has symptoms that could be COVID-19 and wants to return to work before completing the above self-isolation period, the individual must obtain a medical professional's note clearing the individual for return based on an alternative diagnosis.
  - Do not allow an employee or contractor with known close contact to a person who is lab confirmed to have COVID-19 to return to work until the end of the 14 day self-quarantine period from the last date of exposure (with an exception granted for healthcare workers and critical infrastructure workers).

- Have employees and contractors wash or sanitize their hands upon entering the venue, and between interactions with attendees.
- Have employees and contractors maintain at least 6 feet separation from other individuals. If such distancing is not feasible, measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.
- Consistent with the actions taken by many businesses across the state, consider having all employees and contractors wear cloth face coverings (over the nose and mouth). If available, employees should consider wearing non-medical grade face masks.

### **Health protocols for your facilities:**

- Consider having an employee or contractor manage and control access to the venue, including opening doors to prevent attendees from touching door handles.
- Regularly and frequently clean and disinfect any regularly touched surfaces, such as doorknobs, tables, and chairs.
- Regularly and frequently clean restrooms and document the cleanings.
- Disinfect any items that come into contact with attendees.
- Make hand sanitizer, disinfecting wipes, soap and water, or similar disinfectant readily available to employees, contractors, and attendees.
- Place readily visible signage at the venue to remind everyone of best hygiene practices.
- Clean and disinfect the area used for dining (table, etc.) after each group of attendees depart, including the disinfecting of tables, chairs, stalls, and countertops.
- Clean and sanitize the venue daily.
- For venues with more than 10 employees or contractors present at one time, consider having an individual wholly or partially dedicated to ensuring the health protocols adopted by the venue are being successfully implemented and followed.

### **Wedding Reception Attendees**

The following are the minimum recommended health protocols for all wedding reception attendees in Texas. These minimum health protocols are not a limit on the health protocols that individuals may adopt. Individuals are encouraged to adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all Texans.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Individuals should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization.

### **Health protocols for wedding reception attendees:**

- Maintain at least 6 feet separation from other individuals not within the same party. If such distancing is not feasible, other measures such as face covering when not sitting at the table, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.
- Self-screen before going into the reception for any of the following new or worsening signs or symptoms of possible COVID-19:
  - Cough
  - Shortness of breath or difficulty breathing
  - Chills
  - Repeated shaking with chills
  - Muscle pain
  - Headache
  - Sore throat
  - Loss of taste or smell
  - Diarrhea
  - Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
  - Known close contact with a person who is lab confirmed to have COVID-19
- Wash or disinfect hands upon entering a reception and after any interaction with employees, other attendees, or items in the venue.
- No tables of more than 6 people.
- Consistent with the actions taken by many individuals across the state, consider wearing cloth face coverings (over the nose and mouth) when not at the table, or when within 6 feet of another person who is not a member of the individual's household. If available, individuals should consider wearing non-medical grade face masks.
- Individuals aged 65 or older are at a higher risk of COVID-19. To the extent possible, avoid contact within 6 feet with individuals aged 65 and older. Individuals aged 65 and older should stay at home as much as possible.

# **Exhibit N**

## **Minimum Standard Health Protocols for Wedding Reception Venues and Wedding Reception Attendees**

**as Outlined by the  
Governor's Open Texas Checklist**

**Published May 5, 2020**

Wedding venues and the services required to conduct weddings may operate. Outdoor venues should be used when possible. Weddings held inside a facility other than a church are limited to 25% of the total listed occupancy of the facility. Employees and contractors of the wedding venue are not counted towards the 25% occupancy limitation.

The following are the minimum recommended health protocols for weddings in Texas. Wedding venues may adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all Texans.

We know now that the virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Wedding venues should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization. Wedding venues should also be mindful of federal and state employment and disability laws, workplace safety standards, and accessibility standards to address the needs of both workers and customers.

### **Health protocols for serving your attendees:**

- Strongly encourage the at-risk population to watch or participate in the service remotely.
- Designate an area inside the venue reserved for the at-risk population.
- Ensure proper spacing between attendees:
- Keep at least two empty seats (or six feet separation) between parties in any row, except as follows:
  - Two or more members of the same household can sit adjacent to one another, with two seats (or six feet separation) empty on either side.
  - Two individuals who are not members of the same household but who are attending together can sit adjacent to one another, with two seats (or six feet separation) empty on either side.
- Alternate rows between attendees (every other row left empty).

## **Health protocols for your employees, contractors, and volunteers:**

- Train all employees, contractors, and volunteers on appropriate cleaning and disinfection, hand hygiene, and respiratory etiquette.
- Screen employees, contractors, and volunteers before coming into the church, congregation, or place of worship:
- Send home any employee, contractor, or volunteer who has any of the following new or
- worsening signs or symptoms of possible COVID-19:
  - Cough
  - Shortness of breath or difficulty breathing
  - Chills
  - Repeated shaking with chills
  - Muscle pain
  - Headache
  - Sore throat
  - Loss of taste or smell
  - Diarrhea
  - Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
  - Known close contact with a person who is lab confirmed to have COVID-19
- Do not allow employees, contractors, or volunteers with new or worsening signs or symptoms listed above to return to work until:
  - In the case of an employee, contractor, or volunteer who was diagnosed with COVID-19, the individual may return to work when all three of the following criteria are met: at least 3 days (72 hours) have passed since recovery (resolution of fever without the use of fever-reducing medications); and the individual has improvement in symptoms (e.g., cough, shortness of breath); and at least 10 days have passed since symptoms first appeared; or
  - In the case of an employee, contractor, or volunteer who has symptoms that could be COVID-19 and does not get evaluated by a medical professional or tested for COVID-19, the individual is assumed to have COVID-19, and the individual may not return to work until the individual has completed the same three-step criteria listed above; or
  - If the employee, contractor, or volunteer has symptoms that could be COVID-19 and wants to return to work before completing the above self-isolation period, the individual must obtain a medical professional's note clearing the individual for return based on an alternative diagnosis.
- Do not allow an employee, contractor, or volunteer with known close contact to a person who is lab-confirmed to have COVID-19 to return to work until the end of the 14 day self-quarantine period from the last date of exposure (with an exception granted for healthcare workers and critical infrastructure workers).
- Have employees, contractors, and volunteers wash or sanitize their hands upon entering.
- Have employees, contractors, and volunteers maintain at least 6 feet separation from other individuals. If such distancing is not feasible, then other measures including face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.

- Consistent with the actions taken by many businesses across the state, consider having employees, contractors, and attendees wear cloth face coverings (over the nose and mouth). If available, they should consider wearing non-medical grade face masks.

**Health protocols for your facilities:**

- Regularly and frequently clean and disinfect any regularly touched surfaces, such as doorknobs, tables, chairs, and restrooms.
- Disinfect seats before and after services.
- Disinfect any items that come into contact with attendees.
- Make hand sanitizer, disinfecting wipes, soap and water, or similar disinfectant readily available.
- Place readily visible signage to remind everyone of best hygiene practices.
- For wedding venues with more than 10 employees and/or contractors present at one time, consider having an individual wholly or partially dedicated to ensuring the health protocols adopted by the venue are being successfully implemented and followed.

**Wedding Attendees**

The following are the minimum recommended health protocols for all individuals attending weddings in Texas. These minimum health protocols are not a limit on the health protocols that individuals may adopt. Individuals are encouraged to adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all Texans.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Individuals should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization.

**Health protocols for individuals:**

- Maintain at least 6 feet separation from other individuals not within the same household. If such distancing is not feasible, other measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.
- Keep at least two empty seats (or six feet separation) between parties in any row, except as follows:
  - Two or more members of the same household can sit adjacent to one another, with two seats (or six feet separation) empty on either side.

- Two individuals who are not members of the same household but who are attending together can sit adjacent to one another, with two seats (or six feet separation) empty on either side.
- Self-screen before going into a business for any of the following new or worsening signs or symptoms of possible COVID-19:
  - Cough
  - Shortness of breath or difficulty breathing
  - Chills
  - Repeated shaking with chills
  - Muscle pain
  - Headache
  - Sore throat
  - Loss of taste or smell
  - Diarrhea
  - Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
  - Known close contact with a person who is lab confirmed to have COVID-19
- Wash or disinfect hands upon entering the wedding venue and after any interaction with employees, other customers, or items in the venue.
- Consistent with the actions taken by many individuals across the state, consider wearing cloth face coverings (over the nose and mouth) when entering the wedding venue, or when within 6 feet of another person who is not a member of the individual's household. If available, individuals should consider wearing non-medical grade face masks.
- Individuals aged 65 or older are at a higher risk of COVID-19. To the extent possible, avoid contact within 6 feet with individuals aged 65 and older. Individuals aged 65 and older should stay at home as much as possible.

## Exhibit O

### Minimum Standard Health Protocols for Minimum Standard Health Protocols for Barber Shops and Barber Shop Customers

as Outlined by the

Governor's Open Texas Checklist

Published May 5, 2020

Effective May 8, 2020, barber shops may operate provided they can ensure at least 6 feet social distancing between operating workstations. Because of the proximity between individuals in these facilities, stringent compliance with these protocols is strongly recommended.

The following are the minimum recommended health protocols for barber shops choosing to operate in Texas. Barber shops may adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all employees, independent contractors, and customers.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Barber shops should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization. Barber shops should also be mindful of federal and state employment and disability laws, workplace safety standards, and accessibility standards to address the needs of both workers and customers.

#### **Getting barber shop, employees, and contractors ready to open:**

- Start by first offering less complex and time-consuming services such as haircutting and shaving services.
- Notify employees and contractors of all COVID-19 processes and procedures and require them to sign a statement acknowledging, they understand and will adhere to the guidelines.
- Screen employees and contractors before coming into the barber shop.
- Send home any employee or contractor who has any of the following new or worsening signs or symptoms of possible COVID-19:
  - Cough
  - Shortness of breath or difficulty breathing
  - Chills
  - Repeated shaking with chills
  - Muscle pain

- Headache
    - Sore throat
    - Loss of taste or smell
    - Diarrhea
    - Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
    - Known close contact with a person who is lab confirmed to have COVID-19
  - Do not allow employees or contractors with new or worsening signs or symptoms listed above to return to work until:
    - In the case of an employee or contractor who was diagnosed with COVID-19, the individual may return to work when all three of the following criteria are met: at least 3 days (72 hours) have passed since recovery (resolution of fever without the use of fever-reducing medications); and the individual has improvement in symptoms (e.g., cough, shortness of breath); and at least 10 days have passed since symptoms first appeared; or
    - In the case of an employee or contractor who has symptoms that could be COVID-19 and does not get evaluated by a medical professional or tested for COVID-19, the individual is assumed to have COVID-19, and the individual may not return to work until the individual has completed the same three-step criteria listed above; or
    - If the employee or contractor has symptoms that could be COVID-19 and wants to return to work before completing the above self-isolation period, the individual must obtain a medical professional's note clearing the individual for return based on an alternative diagnosis.
  - Do not allow an employee or contractor with known close contact to a person who is lab confirmed to have COVID-19 to return to work until the end of the 14 day self-quarantine period from the last date of exposure (with an exception granted for health care workers and critical infrastructure workers).
- Consider implementing a similar policy for clients.
  - For temperature checks, the preferred method is a no-contact thermometer, such as a forehead thermometer, if possible.
  - Do not use a contact thermometer on multiple persons without disposable guards or disinfection between persons.
- Provide resources and a work environment that promote personal hygiene. For example, provide tissues, hand soap, alcohol-based hand sanitizers containing at least 60 percent alcohol, disinfectants, and disposable towels for licensees to clean their work surfaces.
- Disinfectants must come from this list: <https://www.epa.gov/pesticide-registration/list-ndisinfectants-use-against-sars-cov-2>
- Provide a place to wash hands with both hot and cold water with hand soap, disposable towels, and a no-touch trash can.
- Before an appointment:
- Appointments should be scheduled to limit the amount of people in the shop.
- Walk-in clients should wait either in their own cars or outside with at least six feet separation between individuals.
- Do not allow clients to bring extra people to the appointment, such as children.

- Only schedule the number of clients that will allow for social distancing of at least six feet from others.
- A sign should be posted at the entrance to the shop with a phone number that clients should call to schedule an appointment when they arrive outside the shop.
- Only bring clients into the building when the licensee is ready for them, to eliminate anyone needing to spend any time in the lobby or waiting area.
- Remove all unnecessary items such as magazines from the lobby or waiting area.
- Contactless payment is encouraged. Where not available, contact should be minimized.
- Signs should be posted at each entrance and eye-level at stations notifying clients that people with symptoms of COVID-19 or who have recently been exposed to someone with symptoms must reschedule their appointment.
- Do not provide services to a client if you have reason to believe that they are sick or have a contagious condition.
- If possible, provide face coverings for clients or ask them to wear one if services can be provided with it on.

**Once inside the barber shop:**

- Do not let clients touch/handle retail supplies.
- Require all clients to wash their hands upon entering the shop and before each treatment.
- Take measures to ensure that clients do not interact with each other in the shop.
- Face masks or fabric face coverings should always be worn by employers, employees, contractors, and clients while inside the salon/shop, even if individuals are practicing social distancing.
- Clients receiving services for which a mask may not be worn (shaving) should wear a mask or face covering before and after they receive the service.

**Providing services:**

- If gloves cannot be worn for a service, then hands must be washed with soap and water prior to providing services. Hands must be washed for a minimum of 20 seconds.
- If at any time an employee or contractor touches their face, nose, eyes, cell phone, door, credit card machine or any surface they have not sanitized, they must immediately change their gloves or rewash hands with soap and water.
- Use disposable supplies to keep from having to handle and disinfect multi-use supplies.
- Use disposable towels when possible and dispose of them after use.

**Continue to service clients with the cleaning and sanitation you already practice:**

- If gloves are worn, they must be removed and properly disposed of immediately upon completion of the service.
- All surfaces must be wiped down and sanitized between use including computers, landline phones, etc.
- Full sanitization of workstations, shampoo bowls, chairs, etc., must occur after each client. This includes a complete wipe down with disinfectant cleaners or wipes of all surfaces touched and products used.
- Multi-use equipment and tools must be cleaned and disinfected before use on each client.
- Single-use equipment and tools must be discarded after use on a single client.

- Electrical equipment that cannot be immersed in liquid shall be wiped clean and disinfected before use on each client.
- All clean and disinfected tools and materials shall be stored in a clean, dry, debris free environment when not in use.
- Clean and disinfected tools and materials must be stored separate from soiled tools and materials.
- Ultraviolet electrical sanitizers are acceptable for use as a dry storage container. Non-barber related supplies must be stored in separate drawers or locations.
- Shampoo bowls and manicure tables shall be disinfected prior to use for each client.
- Floors shall be thoroughly cleaned each day. Hair cuttings must be swept up and deposited in a closed receptacle. Cosmetologists need to sweep up after each haircut.
- All trash containers must be emptied daily and kept clean by washing or using plastic liners.
- Non-disposable towels used during services must be immediately removed and placed in a disposable laundry receptacle (such as a bag that is discarded after use) at the conclusion of the service.
- If the salon uses a laundry basket or reusable bag, it must be sanitized between uses and should never be used for clean towels/capes.
- Towels must be washed in hot water and chlorine bleach and only clean towels shall be used on clients.
- Clean towels should only be handled by someone who has cleaned their hands immediately before touching the towels or someone who has a fresh pair of gloves.
- All on-site laundry rooms or laundry storage rooms must be fully sanitized daily.

**Additional items:**

- If an employee or contractor tests positive for COVID-19, immediately report that to the local health authority and provide notification to employees, contractors, and clients. The notification may be made via phone call, e-mail, or text. The notification to the local health authority and to employees, contractors, and clients must occur no later than 24 hours of receiving information of a positive test result.

**Barber Shop Customers**

The following are the minimum recommended health protocols for all barber shop customers. These minimum health protocols are not a limit on the health protocols that individuals may adopt. Individuals are encouraged to adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all Texans.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Individuals should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization.

**Health protocols for customers:**

- Consistent with the actions taken by many individuals across the state, and because of the close proximity between individuals inside barber shops, consider wearing cloth face coverings (over the nose and mouth) except when it interferes with the service being provided. If available, individuals should consider wearing non-medical grade face masks. Wearing a mask is of utmost importance because of the close proximity between individuals in these settings.
- Maintain at least 6 feet separation from other individuals. If such distancing is not feasible, other measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.
- Self-screen before going into a barber shop for any of the following new or worsening signs or symptoms of possible COVID-19:
  - Cough
  - Shortness of breath or difficulty breathing
  - Chills
  - Repeated shaking with chills
  - Muscle pain
  - Headache
  - Sore throat
  - Loss of taste or smell
  - Diarrhea
  - Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit.
  - Known close contact with a person who is lab confirmed to have COVID-19
- Wash or disinfect hands upon entering a barber shop and after any interaction with employees, contractors, other customers, or items in the nail salon.
- Wash or sanitize hands after the payment process.

Individuals aged 65 or older are at a higher risk of COVID-19. To the extent possible, avoid contact within 6 feet with individuals aged 65 and older. Individuals aged 65 and older should stay at home as much as possible.

# **Exhibit P**

## **Minimum Standard Health Protocols for Cosmetology/Hair Salons and Cosmetology/Hair Salon Customers**

**as Outlined by the  
Governor's Open Texas Checklist**

**Published May 5, 2020**

Effective May 8, 2020, cosmetology salons may operate provided they can ensure at least 6 feet social distancing between operating workstations. Because of the proximity between individuals in these facilities, stringent compliance with these protocols is strongly recommended.

The following are the minimum recommended health protocols for cosmetology salons choosing to operate in Texas. Cosmetology salons may adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all employees, independent contractors, and customers.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Cosmetology salons should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization. Cosmetology salons should also be mindful of federal and state employment and disability laws, workplace safety standards, and accessibility standards to address the needs of both workers and customers.

### **Getting cosmetology salon, employees, and contractors ready to open:**

- Start by first offering less complex and time-consuming services such as haircutting services.
- Notify employees and contractors of all COVID-19 processes and procedures and require them to sign a statement acknowledging they understand and will adhere to the guidelines.
- Screen employees and contractors before coming into the cosmetology salon:
  - Send home any employee or contractor who has any of the following new or worsening signs or symptoms of possible COVID-19:
    - Cough
    - Shortness of breath or difficulty breathing
    - Chills

- Repeated shaking with chills
  - Muscle pain
  - Headache
  - Sore throat
  - Loss of taste or smell
  - Diarrhea Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
  - Known close contact with a person who is lab confirmed to have COVID-19
- Do not allow employees or contractors with new or worsening signs or symptoms listed above to:
  - In the case of an employee or contractor who was diagnosed with COVID-19, the individual may return to work when all three of the following criteria are met: at least 3 days (72 hours) have passed since recovery (resolution of fever without the use of fever-reducing medications); and the individual has improvement in symptoms (e.g., cough, shortness of breath); and at least 10 days have passed since symptoms first appeared; or
  - In the case of an employee or contractor who has symptoms that could be COVID-19 and does not get evaluated by a medical professional or tested for COVID-19, the individual is assumed to have COVID-19, and the individual may not return to work until the individual has completed the same three-step criteria listed above; or
  - If the employee or contractor has symptoms that could be COVID-19 and wants to return to work before completing the above self-isolation period, the individual must obtain a medical professional's note clearing the individual for return based on an alternative diagnosis.
- Do not allow an employee or contractor with known close contact to a person who is lab-confirmed to have COVID-19 to return to work until the end of the 14 day self-quarantine period from the last date of exposure (with an exception granted for health care workers and critical infrastructure workers).
- Consider implementing a similar policy for clients.
  - For temperature checks, the preferred method is a no-contact thermometer, such as a forehead thermometer, if possible.
  - Do not use a contact thermometer on multiple persons without disposable guards or disinfection between persons.
- Provide resources and a work environment that promote personal hygiene. For example, provide tissues, hand soap, alcohol-based hand sanitizers containing at least 60 percent alcohol, disinfectants, and disposable towels for licensees to clean their work surfaces.
- Disinfectants must come from this list: <https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2>.
- Provide a place to wash hands with both hot and cold water with hand soap, disposable towels, and a no touch trash can.

**Before an appointment:**

- Appointments should be scheduled to limit the amount of people in the salon.
- Walk-in clients should wait either in their own cars or outside with at least six feet separation between individuals.
- Do not allow clients to bring extra people to the appointment, such as children.

### **Cosmetology/Hair Salon Customers**

The following are the minimum recommended health protocols for all cosmetology salon customers. These minimum health protocols are not a limit on the health protocols that individuals may adopt. Individuals are encouraged to adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all Texans.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Individuals should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization.

### **Health protocols for customers:**

- Consistent with the actions taken by many individuals across the state, and because of the close proximity between individuals inside cosmetology salons, consider wearing cloth face coverings (over the nose and mouth) except when it interferes with the service being provided. If available, individuals should consider wearing non-medical grade face masks. Wearing a mask is of utmost importance because of the close proximity between individuals in these settings.
- Maintain at least 6 feet separation from other individuals. If such distancing is not feasible, other measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.
- Self-screen before going into a cosmetology salon for any of the following new or worsening signs or symptoms of possible COVID-19:
  - Cough
  - Shortness of breath or difficulty breathing
  - Chills
  - Repeated shaking with chills
  - Muscle pain
  - Headache
  - Sore throat

- Loss of taste or smell
- Diarrhea
- Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
- Known close contact with a person who is lab confirmed to have COVID-19
- Wash or disinfect hands upon entering a cosmetology salon and after any interaction with employees, contractors, other customers, or items in the cosmetology salon.
- Wash or sanitize hands after the payment process.

Individuals aged 65 or older are at a higher risk of COVID-19. To the extent possible, avoid contact within 6 feet with individuals aged 65 and older. Individuals aged 65 and older should stay at home as much as possible.

## **Exhibit Q**

# **Minimum Standard Health Protocols for Nail Salons/Shops and Nail Salon Customers**

**as Outlined by the**

**Governor's Open Texas Checklist**

**Published May 5, 2020**

Effective May 8, 2020, nail salons/shops may operate provided they can ensure at least 6 feet social distancing between operating workstations. Because of the proximity between individuals in these facilities, stringent compliance with these protocols is strongly recommended.

The following are the minimum recommended health protocols for nail salons/shops choosing to operate in Texas. Nail salons/shops may adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all employees, independent contractors, and customers.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Nail salons/shops should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization. Nail salons/shops should also be mindful of federal and state employment and disability laws, workplace safety standards, and accessibility standards to address the needs of both workers and customers.

### **Getting nail salon/shop, employees, and contractors ready to open:**

- Notify employees and contractors of all COVID-19 processes and procedures and require them to sign a statement acknowledging they understand and will adhere to the guidelines.
- Screen employees and contractors before coming into the nail salon:
  - Send home any employee or contractor who has any of the following new or worsening signs or symptoms of possible COVID-19:
    - Cough
    - Shortness of breath or difficulty breathing
    - Chills
    - Repeated shaking with chills
    - Muscle pain

- Headache
  - Sore throat
  - Loss of taste or smell
  - Diarrhea
  - Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
  - Known close contact with a person who is lab confirmed to have COVID-19
- Do not allow employees or contractors with new or worsening signs or symptoms listed above to return to work until:
  - In the case of an employee or contractor who was diagnosed with COVID-19, the individual may return to work when all three of the following criteria are met: at least 3 days (72 hours) have passed since recovery (resolution of fever without the use of fever-reducing medications); and the individual has improvement in symptoms (e.g., cough, shortness of breath); and at least 10 days have passed since symptoms first appeared; or
  - In the case of an employee or contractor who has symptoms that could be COVID-19 and does not get evaluated by a medical professional or tested for COVID-19, the individual is assumed to have COVID-19, and the individual may not return to work until the individual has completed the same three-step criteria listed above; or
  - If the employee or contractor has symptoms that could be COVID-19 and wants to return to work before completing the above self-isolation period, the individual must obtain a medical professional's note clearing the individual for return based on an alternative diagnosis.
  - Do not allow an employee or contractor with known close contact to a person who is lab confirmed to have COVID-19 to return to work until the end of the 14 day self-quarantine period from the last date of exposure (with an exception granted for health care workers and critical infrastructure workers).
- Consider implementing a similar policy for clients.
  - For temperature checks, the preferred method is a no-contact thermometer, such as a forehead thermometer, if possible.
  - Do not use a contact thermometer on multiple persons without disposable guards or disinfection between persons.
- Provide resources and a work environment that promote personal hygiene. For example, provide tissues, hand soap, alcohol-based hand sanitizers containing at least 60 percent alcohol, disinfectants, and disposable towels for licensees to clean their work surfaces.
- Disinfectants must come from this list: <https://www.epa.gov/pesticide-registration/list-nodisinfecants-use-against-sars-cov-2>.
- Provide a place to wash hands with both hot and cold water with hand soap, disposable towels, and a no-touch trash can.

**Before an appointment:**

- Appointments should be scheduled to limit the amount of people in the salon/shop.
- Walk-in clients should wait either in their own cars or outside with at least six feet separation between individual.
- Do not allow clients to bring extra people to the appointment, such as children.
- Only schedule the number of clients that will allow for social distancing of at least six feet from others.
- A sign should be posted at the entrance to the salon/shop with a phone number that clients should call to schedule an appointment when they arrive outside the salon/shop.
- Only bring clients into the building when the licensee is ready for them, to eliminate anyone needing to spend any time in the lobby or waiting area.
- Remove all unnecessary items such as magazines from the lobby or waiting area.
- Contactless payment is encouraged. Where not available, contact should be minimized.
- Signs should be posted at each entrance and eye-level at stations notifying clients that people with symptoms of COVID-19 or who have recently been exposed to someone with symptoms must reschedule their appointment.
- Do not provide services to a client if you have reason to believe that they are sick or have a contagious condition.

**Once inside the nail salon/shop:**

- Do not let clients touch/handle retail supplies, such as nail polish when selecting colors.
- Require all clients to wash their hands upon entering the salon/shop and before each treatment.
- Take measures to ensure that clients do not interact with each other in the salon/shop.
- Face masks or fabric face coverings should always be worn by employers, employees, contractors, and clients while inside the salon/shop, even if individuals are practicing social distancing.

**Providing services:**

- If gloves cannot be worn for a service, then hands must be washed with soap and water prior to providing services. Hands must be washed for a minimum of 20 seconds.
- If at any time an employee or contractor touches their face, nose, eyes, cell phone, door, credit card machine or any surface they have not sanitized, they must immediately change their gloves or rewash hands with soap and water.
- Use disposable supplies to keep from having to handle and disinfect multi-use supplies.
- Use disposable towels when possible and dispose of them after use.
- Continue to service clients with the cleaning and sanitation you already practice.
- If gloves are worn, they must be removed and properly disposed of immediately upon completion of the service.

- All surfaces must be wiped down and sanitized between use including computers, landline phones, etc.
- Full sanitization of workstations, chairs, etc., must occur after each client. This includes a complete wipe down with disinfectant cleaners or wipes of all surfaces touched and products used.
- Multi-use equipment and tools must be cleaned and disinfected before use on each client.
- Single-use equipment and tools must be discarded after use on a single client.
- Electrical equipment that cannot be immersed in liquid shall be wiped clean and disinfected before use on each client.
- All clean and disinfected tools and materials shall be stored in a clean, dry, debris free environment when not in use.
- Clean and disinfected tools and materials must be stored separate from soiled tools and materials.
- Ultraviolet electrical sanitizers are acceptable for use as a dry storage container. Non-cosmetology or barbering related supplies must be stored in separate drawers or locations.
- Manicure tables shall be disinfected prior to use for each client.
- Floors shall be thoroughly cleaned each day.
- All trash containers must be emptied daily and kept clean by washing or using plastic liners.
- Non-disposable towels used during services must be immediately removed and placed in a disposable laundry receptacle (such as a bag that is discarded after use) at the conclusion of the service.
- If the salon/shop uses a laundry basket or reusable bag, it must be sanitized between uses and should never be used for clean towels/capes.
- Towels must be washed in hot water and chlorine bleach and only clean towels shall be used on clients.
- Clean towels should only be handled by someone who has cleaned their hands immediately before touching the towels or someone who has a fresh pair of gloves.
- All on-site laundry rooms or laundry storage rooms must be fully sanitized daily.

**Additional items:**

- If an employee or contractor tests positive for COVID-19, immediately report that to the local health authority and provide notification to employees, contractors, and clients. The notification may be made via phone call, e-mail, or text. The notification to the local health authority and to employees, contractors, and clients must occur no later than 24 hours of receiving information of a positive test result.

**Exhibit R**  
**Minimum Standard Health Protocols for Tanning Salons and  
Tanning Salon Customers**  
**as Outlined by the**  
**Governor’s Open Texas Checklist**  
**Published May 5, 2020**

Effective May 8, 2020, tanning salons may operate provided they can ensure at least 6 feet social distancing between operating workstations. Because of the proximity between individuals in these facilities, stringent compliance with these protocols is strongly recommended.

The following are the minimum recommended health protocols for tanning salons choosing to operate in Texas. Tanning salons may adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all employees, independent contractors, and customers.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Tanning salons should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization. Tanning salons should also be mindful of federal and state employment and disability laws, workplace safety standards, and accessibility standards to address the needs of both workers and customers.

**Getting tanning salon, employees, and contractors ready to open:**

- Notify staff of all COVID-19 processes and procedures and require them to sign a statement acknowledging they understand and will adhere to the guidelines.
- Screen employees and contractors before coming into the nail salon:
  - Send home any employee or contractor who has any of the following new or worsening signs or symptoms of possible COVID-19:
    - Cough
    - Shortness of breath or difficulty breathing
    - Chills
    - Repeated shaking with chills
    - Muscle pain

- Headache
  - Sore throat
  - Loss of taste or smell
  - Diarrhea
  - Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
  - Known close contact with a person who is lab confirmed to have COVID-19
- Do not allow employees or contractors with new or worsening signs or symptoms listed above to return to work until:
  - In the case of an employee or contractor who was diagnosed with COVID-19, the individual may return to work when all three of the following criteria are met: at least 3 days (72 hours) have passed since recovery (resolution of fever without the use of fever-reducing medications); and the individual has improvement in symptoms (e.g., cough, shortness of breath); and at least 10 days have passed since symptoms first appeared; or
  - In the case of an employee or contractor who has symptoms that could be COVID-19 and does not get evaluated by a medical professional or tested for COVID-19, the individual is assumed to have COVID-19, and the individual may not return to work until the individual has completed the same three-step criteria listed above; or
  - If the employee or contractor has symptoms that could be COVID-19 and wants to return to work before completing the above self-isolation period, the individual must obtain a medical professional's note clearing the individual for return based on an alternative diagnosis.
- Do not allow an employee or contractor with known close contact to a person who is lab-confirmed to have COVID-19 to return to work until the end of the 14 day self-quarantine period from the last date of exposure (with an exception granted for health care workers and critical infrastructure workers).
- Consider implementing a similar policy for clients.
  - For temperature checks, the preferred method is a no-contact thermometer, such as a forehead thermometer, if possible.
  - Do not use a contact thermometer on multiple persons without disposable guards or disinfection between persons.
- Provide resources and a work environment that promote personal hygiene. For example, provide tissues, hand soap, alcohol-based hand sanitizers containing at least 60 percent alcohol, disinfectants, and disposable towels for licensees to clean their work surfaces.
- Disinfectants must come from this list: <https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2>
- Provide a place to wash hands with both hot and cold water with hand soap, disposable towels, and a no touch trash can.

**Before an appointment:**

- Appointments should be scheduled to limit the amount of people in the salon.
- Walk-in clients should wait either in their own cars or outside with at least six feet separation between individuals.
- Do not allow clients to bring extra people to the appointment, such as children.
- Only schedule the number of clients that will allow for social distancing of at least six feet from others.
- A sign should be posted at the entrance to the salon with a phone number that clients should call to schedule an appointment when they arrive outside the salon.
- Only bring clients into the building when the licensee is ready for them, to eliminate anyone needing to spend any time in the lobby or waiting area.
- Remove all unnecessary items such as magazines from the lobby or waiting area.
- Contactless payment is encouraged. Where not available, contact should be minimized.
- Signs should be posted at each entrance and eye-level at stations notifying clients that people with symptoms of COVID-19 or who have recently been exposed to someone with symptoms must reschedule their appointment.
- Do not provide services to a client if you have reason to believe that they are sick or have a contagious condition.
- If possible, provide face coverings for clients or ask them to wear one if services can be provided with it on.

**Once inside the tanning salon:**

- Do not let clients touch/handle retail supplies.
- Require all clients to wash their hands upon entering the salon and before each treatment.
- Take measures to ensure that clients do not interact with each other in the salon.
- Face masks or fabric face coverings should always be worn by employers, employees, contractors, and clients while inside the salon/shop, even if individuals are practicing social distancing.
- Clients receiving services for which a mask may not be worn should wear a mask or face covering before and after they receive the service.

**Providing services:**

- If gloves cannot be worn for a service, then hands must be washed with soap and water prior to providing services. Hands must be washed for a minimum of 20 seconds.
- If at any time an employee or contractor touches their face, nose, eyes, cell phone, door, credit card machine or any surface they have not sanitized, they must immediately change their gloves or rewash hands with soap and water.
- Use disposable supplies to keep from having to handle and disinfect multi-use supplies.
- Use disposable towels when possible and dispose of them after use.
- Continue to service clients with the cleaning and sanitation you already practice:

- If gloves are worn, they must be removed and properly disposed of immediately upon completion of the service.
- All surfaces must be wiped down and sanitized between use including computers, landline phones, etc.
- Full sanitization of workstations, chairs, etc., must occur after each client. This includes a complete wipe down with disinfectant cleaners or wipes of all surfaces touched and products used.
- Multi-use equipment and tools must be cleaned and disinfected before use on each client.
- Single-use equipment and tools must be discarded after use on a single client.
- Electrical equipment that cannot be immersed in liquid shall be wiped clean and disinfected before use on each client.
- All clean and disinfected tools and materials shall be stored in a clean, dry, debris free environment when not in use.
- Clean and disinfected tools and materials must be stored separate from soiled tools and materials.
- Ultraviolet electrical sanitizers are acceptable for use as a dry storage container. Non-tanning related supplies must be stored in separate drawers or locations.
- Floors shall be thoroughly cleaned each day.
- All trash containers must be emptied daily and kept clean by washing or using plastic liners.
- Non-disposable towels used during services must be immediately removed and placed in a disposable laundry receptacle (such as a bag that is discarded after use) at the conclusion of the service.
- If the salon uses a laundry basket or reusable bag, it must be sanitized between uses and should never be used for clean towels.
- Towels must be washed in hot water and chlorine bleach and only clean towels shall be used on clients.
- Clean towels should only be handled by someone who has cleaned their hands immediately before touching the towels or someone who has a fresh pair of gloves.
- All on-site laundry rooms or laundry storage rooms must be fully sanitized daily.

**Additional items:**

- If an employee or contractor tests positive for COVID-19, immediately report that to the local health authority and provide notification to employees, contractors, and clients. The notification may be made via phone call, e-mail, or text. The notification to the local health authority and to employees, contractors, and clients must occur no later than 24 hours of receiving information of a positive test result.

## **Tanning Salon Customers**

The following are the minimum recommended health protocols for all tanning salon customers. These minimum health protocols are not a limit on the health protocols that individuals may adopt. Individuals are encouraged to adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all Texans.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Individuals should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization.

### **Health protocols for customers:**

- Consistent with the actions taken by many individuals across the state, and because of the close proximity between individuals inside tanning salons, consider wearing cloth face coverings (over the nose and mouth) except when it interferes with the service being provided. If available, individuals should consider wearing non-medical grade face masks. Wearing a mask is of utmost importance because of the close proximity between individuals in these settings.
- Maintain at least 6 feet separation from other individuals. If such distancing is not feasible, other measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.
- Self-screen before going into a tanning salon for any of the following new or worsening signs or symptoms of possible COVID-19:
  - Cough
  - Shortness of breath or difficulty breathing
  - Chills
  - Repeated shaking with chills
  - Muscle pain
  - Headache
  - Sore throat
  - Loss of taste or smell
  - Diarrhea
  - Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
  - Known close contact with a person who is lab confirmed to have COVID-19
- Wash or disinfect hands upon entering a tanning salon and after any interaction with employees, contractors, other customers, or items in the tanning salon.

- Wash or sanitize hands after the payment process.
- Individuals aged 65 or older are at a higher risk of COVID-19. To the extent possible, avoid contact within 6 feet with individuals aged 65 and older. Individuals aged 65 and older should stay at home as much as possible.

# **Exhibit S**

## **Minimum Standard Health Protocols for Gyms/Exercise Facilities and Gym/Exercise Facility Patrols**

as Outlined by the  
**Governor's Open Texas Checklist**  
**Published May 5, 2020**

Effective May 18, 2020, gyms and exercise facilities and classes may operate up to 25% of the total listed occupancy of the gym or exercise facility. Locker rooms and shower facilities must remain closed, but restrooms may be open. Employees and contractors of the gym or exercise facility are not counted towards the 25% occupancy limitation.

The following are the minimum recommended health protocols for all gyms and exercise facilities and classes, whether indoor, outdoor, individual, or group, choosing to operate in Texas. Gyms and exercise facilities and classes may adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all employees, contractors, and customers.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Gym and exercise facilities will protect health and support economic revitalization. Gyms and exercise facilities and classes should also be mindful of federal and state employment and disability laws, workplace safety standards, and accessibility standards to address the needs of both workers and customers.

### **Health protocols for your employees and contractors:**

- Train all employees and contractors on appropriate cleaning and disinfection, hand hygiene, and respiratory etiquette.
- Screen employees and contractors before coming into the gym or exercise facility or class:
  - Send home any employee or contractor who has any of the following new or worsening signs or symptoms of possible COVID-19:
    - Cough
    - Shortness of breath or difficulty breathing
    - Chills
    - Repeated shaking with chills

- Muscle pain
  - Headache
  - Sore throat
  - Loss of taste or smell
  - Diarrhea
  - Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
- Known close contact with a person who is lab confirmed to have COVID-19
  - Do not allow employees or contractors with new or worsening signs or symptoms listed above to return to work until:
    - In the case of an employee or contractor who was diagnosed with COVID-19, the individual may return to work when all three of the following criteria are met: at least 3 days (72 hours) have passed since recovery (resolution of fever without the use of fever-reducing medications); and the individual has improvement in symptoms (e.g., cough, shortness of breath); and at least 10 days have passed since symptoms first appeared; or
    - In the case of an employee or contractor who has symptoms that could be COVID-19 and does not get evaluated by a medical professional or tested for COVID-19, the individual is assumed to have COVID-19, and the individual may not return to work until the individual has completed the same three-step criteria listed above; or
    - If the employee or contractor has symptoms that could be COVID-19 and wants to return to work before completing the above self-isolation period, the individual must obtain a medical professional's note clearing the individual for return based on an alternative diagnosis.
  - Do not allow an employee or contractor with known close contact to a person who is lab-confirmed to have COVID-19 to return to work until the end of the 14 day self-quarantine period from the last date of exposure (with an exception granted for healthcare workers and critical infrastructure workers).
- Have employees and contractors wash or sanitize their hands upon entering the gym or exercise facility.
- Have employees and contractors maintain at least 6 feet separation from other individuals. If such distancing is not feasible, other measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.
- If a gym or exercise facility or class provides a meal for employees and/or contractors, the gym or exercise facility is recommended to have the meal individually packed for each individual.
- Consistent with the actions taken by many employers across the state, consider having all employees and contractors wear cloth face coverings (over the nose and mouth). If available, employees should consider wearing non-medical grade face masks.

**Health protocols for your facilities:**

- Space workout equipment to provide for at least 6 feet separation between patrons.
- Regularly and frequently clean and disinfect any regularly touched surfaces, such as doorknobs, tables, chairs, and restrooms.
- Disinfect any items that come into contact with customers.

- Provide equipment cleaning products throughout the gym or exercise facility or class for use on equipment, including dead weights.
- Make hand sanitizer, disinfecting wipes, soap and water, or similar disinfectant readily available to employees, contractors, and customers.
- Place readily visible signage at the gym or exercise facility or class to remind everyone of best hygiene practices.
- For facilities with more than 10 employees and/or contractors present at one time, consider having an individual wholly or partially dedicated to ensuring the health protocols adopted by the facility are being successfully implemented and followed.

### **Gym exercise/facility Patrons**

The following are the minimum recommended health protocols for all patrons of gyms or other exercise facilities and classes, whether indoor, outdoor, individual, or group, in Texas. These minimum health protocols are not a limit on the health protocols that individuals may adopt. Individuals are encouraged to adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all Texans.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Individuals should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization.

- Maintain at least 6 feet separation from other individuals not within the same household. If such distancing is not feasible, other measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.
  - Self-screen before going into a gym or exercise facility or class for any of the following new or worsening signs or symptoms of possible COVID-19:
    - Cough
    - Shortness of breath or difficulty breathing
    - Chills
    - Repeated shaking with chills
    - Muscle pain
    - Headache
    - Sore throat
    - Loss of taste or smell
    - Diarrhea
    - Feeling feverish or a measured temperature than or equal to 100.0 degrees Fahrenheit

- Known close contact with a person who is lab confirmed to have COVID-19
- Disinfect any equipment before and after use, including exercise machines and dead weights.
- Wash or disinfect hands upon entering a gym or exercise facility or class and after any interaction with employees, other customers, or items in the gym or exercise facility.
- Wear gloves that fully cover from the wrist to the fingers while exercising.
- To the extent a patron brings their own equipment to the gym or exercise facility, the patron should disinfect the equipment before and after use.
- Consistent with the actions taken by many individuals across the state, consider wearing cloth face coverings (over the nose and mouth) when entering a gym or exercise facility or class, or when within 6 feet of another person who is not a member of the individual's household.
- If available, individuals should consider wearing non-medical grade face masks.
- Individuals aged 65 or older are at a higher risk of COVID-19. To the extent possible, avoid contact within 6 feet with individuals aged 65 and older. Individuals aged 65 and older should stay at home as much as possible.

## **Exhibit T**

### **Minimum Standard Health Protocols for Manufacturers**

**as Outlined by the**

**Governor's Open Texas Checklist**

**Published May 5, 2020**

Effective May 18, 2020, non-essential manufacturing facilities may operate up to 25% of the facility's total listed occupancy.

The following are the minimum recommended health protocols for all manufacturers choosing to operate in Texas. Manufacturers may adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all employees, contractors, and customers.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Manufacturers should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization. Manufacturers should also be mindful of federal and state employment and disability laws, workplace safety standards, and accessibility standards to address the needs of both workers and customers.

#### **Health protocols for your employees and contractors:**

- Train all employees and contractors on appropriate cleaning and disinfection, hand hygiene, and respiratory etiquette.
- Screen employees and contractors before coming into the manufacturing facility:
  - Send home any employee or contractor who has any of the following new or worsening signs or symptoms of possible COVID-19:
    - Cough
    - Shortness of breath or difficulty breathing
    - Chills
    - Repeated shaking with chills
    - Muscle pain
    - Headache
    - Sore throat
    - Loss of taste or smell

- Diarrhea
    - Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
    - Known close contact with a person who is lab confirmed to have COVID-19
  - Do not allow employees or contractors with new or worsening signs or symptoms listed above to return to work until:
    - In the case of an employee or contractor who was diagnosed with COVID-19, the individual may return to work when all three of the following criteria are met: at least 3 days (72 hours) have passed since recovery (resolution of fever without the use of fever-reducing medications); and the individual has improvement in symptoms (e.g., cough, shortness of breath); and at least 10 days have passed since symptoms first appeared; or
    - In the case of an employee or contractor who has symptoms that could be COVID-19 and does not get evaluated by a medical professional or tested for COVID-19, the individual is assumed to have COVID-19, and the individual may not return to work until the individual has completed the same three-step criteria listed above; or
    - If the employee or contractor has symptoms that could be COVID-19 and wants to return to work before completing the above self-isolation period, the individual must obtain a medical professional's note clearing the individual for return based on an alternative diagnosis.
  - Do not allow an employee or contractor with known close contact to a person who is lab-confirmed to have COVID-19 to return to work until the end of the 14 day self-quarantine period from the last date of exposure (with an exception granted for healthcare workers and critical infrastructure workers).
- Have employees and contractors wash or sanitize their hands upon entering the manufacturing facility.
- Have employees and contractors maintain at least 6 feet separation from other individuals. If such distancing is not feasible, other measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.
- If a manufacturer provides a meal for employees and/or contractors, the manufacturer is recommended to have the meal individually packed for each individual.
  - Stagger schedules for employees to minimize close contact:
    - Stagger break time schedules to minimize interactions between employees and/or contractors.
    - Stagger start and end times for employees and/or contractors in each shift.
- Consistent with the actions taken by many manufacturers across the state, consider having all employees and contractors wear cloth face coverings (over the nose and

mouth). If available, employees should consider wearing non-medical grade face masks.

**Health protocols for your facilities:**

- Regularly and frequently clean and disinfect any regularly touched surfaces, such as doorknobs, tables, chairs, and restrooms.
- Disinfect any items that come into contact with customers.
- If 6 feet of separation is not available for employees and/or contractors in the manufacturing facility, consider the use of engineering controls, such as dividers between individuals, to minimize the chances of transmission of COVID-19. Make hand sanitizer, disinfecting wipes, soap and water, or similar disinfectant readily available to employees, contractors, and customers.
- Place readily visible signage at the manufacturing facility to remind everyone of best hygiene practices.
- For manufacturing facilities with more than 10 employees and/or contractors present at one time, consider having an individual wholly or partially dedicated to ensuring the health protocols adopted by the manufacturing facility are being successfully implemented and followed.

# **Exhibit U**

## **Minimum Standard Health Protocols for Office-Based Employers and Office-Based Employees**

as Outlined by the  
**Governor's Open Texas Checklist**  
**Published May 5, 2020**

The following are the minimum recommended health protocols for all office-based employees in Texas. These minimum health protocols are not a limit on the health protocols that individuals may adopt. Individuals are encouraged to adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all Texans.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Individuals should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization.

### **Health protocols for individuals:**

- Maintain at least 6 feet separation from other individuals not within the same household. If such distancing is not feasible, other measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.
- Self-screen before going into an office for any of the following new or worsening signs or symptoms of possible COVID-19:
  - Cough
  - Shortness of breath or difficulty breathing
  - Chills
  - Repeated shaking with chills
  - Muscle pain
  - Headache
  - Sore throat
  - Loss of taste or smell
  - Diarrhea
  - Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
  - Known close contact with a person who is lab confirmed to have COVID-19

- Wash or disinfect hands upon entering an office and after any interaction with employees, contractors, customers, or items in the office.
- Limit the use of standard-size elevators to four individuals at a time, each located at a different corner of the elevator, to avoid close contact. In elevators, masks should be worn. For individuals not wishing to ride an elevator, ensure stairways are available for use. As appropriate, individuals subject to the Americans with Disabilities Act may ride the elevator alone or accompanied by the individual's caregiver.
- Consistent with the actions taken by many individuals across the state, consider wearing a cloth face covering (over the nose and mouth) upon entering the premises and when using common areas, including elevators, restrooms, break rooms, or stairs, or when within 6 feet of another person who is not a member of the individual's household. If available, you should consider wearing non-medical grade face masks.

### **Office-Based Employees**

The following are the minimum recommended health protocols for all office-based employees in Texas. These minimum health protocols are not a limit on the health protocols that individuals may adopt. Individuals are encouraged to adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all Texans.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Individuals should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization.

### **Health protocols for individuals:**

- Maintain at least 6 feet separation from other individuals not within the same household. If such distancing is not feasible, other measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.
- Self-screen before going into an office for any of the following new or worsening signs or symptoms of possible COVID-19:
  - Cough
  - Shortness of breath or difficulty breathing
  - Chills
  - Repeated shaking with chills
  - Muscle pain
  - Headache
  - Sore throat
  - Loss of taste or smell

- Diarrhea
- Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
- Known close contact with a person who is lab confirmed to have COVID-19
- Wash or disinfect hands upon entering an office and after any interaction with employees, contractors, customers, or items in the office.
- Limit the use of standard-size elevators to four individuals at a time, each located at a different corner of the elevator, to avoid close contact. In elevators, masks should be worn. For individuals not wishing to ride an elevator, ensure stairways are available for use. As appropriate, individuals subject to the Americans with Disabilities Act may ride the elevator alone or accompanied by the individual's caregiver.
- Consistent with the actions taken by many individuals across the state, consider wearing a cloth face covering (over the nose and mouth) upon entering the premises and when using common areas, including elevators, restrooms, break rooms, or stairs, or when within 6 feet of another person who is not a member of the individual's household. If available, you should consider wearing non-medical grade face masks.



A Division of ONE Gas

1301 S. Mopac Suite 400 Austin 78746 | [texasgasservice.com](http://texasgasservice.com)

June 1, 2020

Via UPS Delivery To:  
14999 Darrington Rd  
Horizon City, TX 79928

Via Email To:  
[eschuller@horizoncity.org](mailto:eschuller@horizoncity.org)

Honorable Mayors and Members of the City Councils  
of the following Texas cities:

Andrews, Anthony, Barstow, Clint, Crane, Dell City, El Paso, Horizon City, McCamey, Monahans, Pecos, Pyote, San Elizario, Socorro, Thortonville, Wickett, Wink, and Vinton, Texas

Re: Request for written approval for continued use of financial instruments for hedging gas costs for 2020-2021 heating season

Dear Mayors and Members of the City Councils:

Texas Gas Service Company, a division of ONE Gas Inc. ("TGS") is requesting written approval for use of financial instruments to mitigate natural gas costs for incorporated customers in the West Texas Service Area for the upcoming 2020-21 heating season. In accordance with Rate Schedule No. 1 Cost of Gas Clause, Section B.3 requires the City's written approval in advance of TGS purchasing financial instruments annually.

For many years TGS has used financial call options to mitigate against potential spikes in the price of natural gas passed through to our customers. TGS requests the City provide written approval by council minutes expressing the City's approval for TGS to continue the use of financial instruments for hedging gas costs for the 2020-2021 heating season. If the City elects to take no action your customers will not be included in the program for the upcoming year. **TGS is requesting the Cities electing to participate take action on or before August 15, 2020.** Please contact Jeff Quinn at [Jeff.Quinn@onegas.com](mailto:Jeff.Quinn@onegas.com) or 512-370-8642 with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Quinn".

Jeff Quinn  
Manager, Gas Supply