



HORIZON CITY

Incorporated 1988

**AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, July 14, 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, July 14, 2020 at 6:30 PM** at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following will be discussed and considered:

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=m0f6e9d13dff376bc431f9c6facff9c5>

Meeting number (access code): 126 118 9522

Meeting password: hmJnCrhh277

Or via telephone:

+1-408-418-9388

AGENDA

- 1. **Call to order; Pledge of Allegiance; Establishment of Quorum**
- 2. **Open Forum:**

CONSENT AGENDA

All matters listed under the CONSENT AGENDA are considered routine and will be enacted in one motion. There will be no separate discussion of these items unless a member(s) of the City Council requests one or more items be removed from the CONSENT AGENDA to the REGULAR AGENDA for separate discussion and action prior to the City Council's vote to adopt the CONSENT AGENDA.

- 3. **Approval of Minutes from:** **4**
6/9/20 Regular City Council Meeting
- 4. **Discussion and Action:** **9**
Mayor/CIP Manager
On an update on the Capital Improvement Program.
- 5. **Request to Excuse Absent Council Members:**

REGULAR AGENDA

- 6. **Discussion and Action:** **35**
Mayor/CIP Manager
On Change Order #4 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.
- 7. **PUBLIC HEARING:**
Planning Director

On a Specific Use Permit (SUP) application for property located at 201 Horizon Crossing St.(SUP002441-2020), *legally described as Lot 29, Block 22, Horizon Town Center Unit Three*, to allow for the use of an electronic LED display sign. Request submitted by Superior Sign & Lighting.

8. Discussion and Action: 77

Mayor/Planning Director

On a Specific Use Permit (SUP) application for property located at 201 Horizon Crossing St.(SUP002441-2020), *legally described as Lot 29, Block 22, Horizon Town Center Unit Three*, to allow for the use of an electronic LED display sign. Request submitted by Superior Sign & Lighting.

9. Discussion and Action: 88

Mayor/Planning Director

On a preliminary plat application for West Eastlake Estate Unit Two (SUB002442-2020), *legally described as being a portion of Section 31, Block 78, Township 3, Texas and Pacific Railroad Survey, Town of Horizon City, El Paso, County, Texas. Containing 19.28 acres +/-*. Application submitted by Ithaca Development, LLC

10. Discussion and Action: 99

Mayor/Planning Director

On a request to accept the street and drainage improvements constructed with the Horizon Town Center Unit Three subdivision (SUB-002416-2019) for maintenance and to accept the required maintenance bond.

11. Discussion and Action: 104

Mayor/Planning Director

On a request from the Centennial Lion's Club for Council's approval for the Town to co-sponsor the annual Christmas Tree Lighting Ceremony on Friday, December 4, 2020 and the Annual Christmas Parade on Saturday, December 5, 2020 in order to provide security and allow the use of city streets and a city park for the events.

12. Discussion and Action: 106

Mayor/Planning Director

This item was postponed at the 3/10/20, 4/14/20, 5/12/20 and 6/9/20 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.

13. 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 Chapter 14, Subchapter 8, Section 810 of the City Code of the Town of Horizon City, Texas, creating a misdemeanor punishable by a fine not to exceed \$2,000.00.

14. Discussion and Action: *This item was be postponed at the June 9, 2020 Regular City Council Meeting* 118

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 Chapter 14, Subchapter 8, Section 810 of the City Code of the Town of Horizon City, Texas, creating a misdemeanor punishable by a fine not to exceed \$2,000.00.

15. Discussion and Action: 125

Mayor/Finance Director

On setting the dates for the budget workshop, hearings on the City budget and tax rate and authorizing the Mayor to publish the proposed tax rate based on the filed budget. Recommended date for the budget workshop is July 27, 2020, tax rate hearing is September 15, 2020 and the budget hearing is September 15, 2020.

16. Discussion and Action: 129

Mayor/Asst. City Atty

On an Interlocal Subrecipient Grant Agreement with the County of El Paso for the distribution of federal coronavirus relief funds.

17. Discussion: 163

Asst. City Atty

On the approval of the Social Media Policy for the Town of Horizon City.

18. Discussion and Action: 171

Mayor/Asst. City Atty

On approval of the First Amendment to Collective Bargaining Agreement between the Town of Horizon City, Texas and the Horizon City Police Officers Association extending the term for one (1) year until September 30, 2021.

19. Discussion and Action: 220

Mayor/Asst. City Atty

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

20. 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, 7/10/2020

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, 7/10/2020 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, June 9, 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, June 9, 2020 at 6:30 PM**, at City Government Office, 15001 Darrington Road, Horizon City, TX 79928, at which time the following was discussed and considered:

The Town Council, staff and members of the public 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: 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:

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

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.

Planning Director, Michelle Padilla spoke regarding this item. No one from the public spoke.

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.

A motion was made by Alderman Padilla and seconded by Alderman Duran to postpone this item until the next Regular 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.

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.

Applicant requested this item be postponed until the next Regular City Council Meeting.

A motion was made by Alderman Padilla and seconded by Alderman Duran to postpone this item until the next Regular 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.

11. Discussion:

Mayor/Planning Director

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

Planning Director, Michelle Padilla spoke regarding this item.

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.

CIP Manager, Terry Quezada spoke regarding this item. No one from the public spoke.

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.

A motion was made by Alderman Padilla and seconded by Alderman Duran to approve 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. 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:

Mayor/CIP Manager

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

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Miller to accept the report and continue the process in the development of the TIRZ. The CITY CLERK polled the Council: MILLER - Aye; GARCIA - Aye; ORTEGA - Aye; RENTERIA - Aye; DURAN - Aye; PADILLA - Aye; CORRAL - Aye. Motion passed.

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.

CIP Manager, Terry Quezada spoke regarding this item.

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

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.

CIP Manager, Terry Quezada spoke regarding this item.

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

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.

CIP Manager, Terry Quezada spoke regarding this item.

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

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.

CIP Manager, Terry Quezada spoke regarding this item.

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

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.

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

A motion was made by Alderman Miller and seconded by Alderman Duran 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.

20. Discussion and Action:

Mayor

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

Mayor, Ruben Mendoza spoke regarding this item.

A motion was made by Alderman Miller and seconded by Alderman Padilla to authorize the Mayor and Staff to use their discretion on the reopening of City Hall operations using appropriate safety measures. The CITY CLERK polled the Council: MILLER - Aye; GARCIA - Aye; ORTEGA - Aye; RENTERIA - Aye; DURAN - Aye; PADILLA - Aye; CORRAL - Nay. Motion passed.

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.

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

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

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

A motion was made by Alderman Renteria and seconded by Alderman Duran to adjourn at 8:42 PM.

Approved this ____ day of _____, 20__.

Attest:

Elvia Schuller, City Clerk

Ruben Mendoza, Mayor

Town of Horizon City Capital Improvement Program

Council Meeting
July 14, 2020

Oxbow & Pawling Street Improvements

- Pending closing on property with FAA
- Have begun coordinating with HRMUD's water line projects on Breaux and Oxbow
- Project will likely follow HRMUD project for improvements on Horizon Blvd., Breaux and Oxbow
- Reviewing plans

Ryderwood Extension



Images from
June 5, 2020



Ryderwood Extension

Next steps

- Verify completion for acceptance
- Confirm costs
- Coordinate with school to address concerns expressed

Municipal Facilities

- Notice to Proceed with Exigo, design consultant, issued March 9, 2020
- Floor layout and site plan developed (Schematic Design) – Departments have concurred with schematic
- Total square footage increased to accommodate permanent PW Department, Municipal Court requests and entry requirements – will impact Phase 1 costs
- Millings relocated to be used by Horizon City at various locations
- Staff continuing to work on final application for USDA which requires a department-specific environmental document

Golden Eagle Park

Construction

- Construction contract awarded September 16, 2019
- Construction Start – fall 2019
- Projected completion date – August 2020

Golden Eagle Park



All pictures from MCI, Construction Manager, July 8 – July 10, 2020.

Golden Eagle Park



16

All pictures from MCI, Construction Manager, July 8 - 10, 2020.

Golden Eagle Park



All pictures from MCI, Construction Manager, July 8 - 10, 2020.

Golden Eagle Park



All pictures from MCI, Construction Manager, July 8 - 10, 2020.

Horizon Mesa Park

- Notice to Proceed for Construction scheduled for January 20, 2020.
- Completion date –August 2020.

Corcoran (Corky) Park

Bidding & Construction

- Bidding and construction award – Summer 2020
- Received Competitive Sealed Proposals – under cone of silence as staff evaluates proposals

Benton-Ryderwood Dog Park

- Grant application for Texas Parks and Wildlife Local Recreation Grants submitted December 4, 2019
 - Notice expected in mid-2020

Street Maintenance Fund

N. Darrington

- City staff had begun considering interim measures before the reconstruction project was approved
- Given wet winter, City staff re-evaluating an interim treatment for the riding surface
- Preliminary estimates total \$750,000 to \$1 million
- Re-evaluating treatment that will address pavement between now and 2022 when reconstruction project is scheduled for award and construction start

Other Streets

Reviewing available funding to develop a pipeline for maintenance of other eligible streets

- **Breaux** – to be packaged with Oxbow & Pawling
- **Duanesburg**
- **S. Kenazo**
- **Acra**

2020 Street Maintenance Program

- Finalizing specifications for requirements contract to address
 - **N. Darrington**
 - **Duanesburg from McMahan to S. Kenazo**
 - **Acra**
- Schedule
 - Advertising - July 2020
 - Award – August 2020

Funding Updates

N. Darrington Reconstruction

Transportation Policy Board (TPB) approved the 2019 Mobility Plan at its December 13, 2019 meeting.

Project is scheduled for construction award in **FY 2022**

Next Steps at MPO:

- Upon TPB Approval, planning documents must be modified – pending state and federal approval

N. Darrington Reconstruction

Next Steps for City:

- City, TXDOT & CRRMA develop new funding agreement for design and construction costs
- City coordinates with HRMUD regarding HRMUD's infrastructure with project limits
- City identifies match for project

Transit

- The 2019 El Paso Mobility Plan also includes County Transit.
- Projects/routes not defined.
- Inclusion in plan identifies transit in the county, outside the El Paso city limits, as a priority for the region.

TOD

Staff, in conjunction with EDC is reviewing grants for planning efforts from

Economic Development Administration (EDA) and
Department of Transportation (DOT)

Next steps will be to include project in region's 2050 Master Transportation Plan (MTP) – the long-term plan at the MPO to make the project eligible for DOT funding.

Funding Updates – 2050 MTP

2050 Metropolitan Transportation Plan (MTP)

Horizon City Staff submitted projects to MPO as presented to Council at the June 9, 2020 Meeting.

Next steps are to go through project evaluation and selection at the MPO.

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

Town of Horizon City Capital Improvement Program

Council Meeting
July 14, 2020



Contract Change Order No. Four (4)

PROJECT:	DATE OF ISSUANCE:
Golden Eagle Park Improvements	July XX, 2020
OWNER:	BID No:
The Town of Horizon City 14999 Darrington Road Horizon City, TX 79928 (915) 852-1046	CIP 18 – 101
CONTRACTOR:	ENGINEER/CONSTRUCTION MANAGER:
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 – Increase contract amount by \$3,091.36 due to the addition of a stem wall at the baseball field backstop.

Change Item No. 2 – Increase contract amount by \$10,724.12 due to existing circuit replacement to energize Splash Pad.

Change Item No. 3 – Increase contract amount by \$3,265.75 for the change in size of the circuit breaker and disconnect switch.

Change Item No. 4 – Increase contract amount by \$6,691.91 for the additional heads that were needed in order to irrigate the small soccer field.

Change Item No. 5 – Decrease contract amount by \$14,849.04 due to a quantity underrun of **Bid Item No. 39** *Furnish and Install Playground Lighting*.

PURPOSE OF CHANGE ORDER:

Change Item No. 1 – The addition of a stem wall at the baseball field backstop to prevent wear and tear damage to chain link fence backstop caused by regular usage. **The Contract amount is INCREASED by \$3,091.36. The contract time is INCREASED by 4 calendar days.**

Change Item No. 2 – The conduit and branch circuit wiring from the existing 30 AMP disconnect switch to the existing Splash Pad Equipment needed to be replaced in order to energize the proposed Splash Pad. **The Contract amount is INCREASED by \$10,724.12. The contract time is INCREASED by 3 calendar days.**

Change Item No. 3 – The size of the branch circuit, circuit breaker and the disconnect switch needed to be upgraded for the rain harvest system. **The Contract amount is INCREASED by \$3,265.75. The contract time is INCREASED by 3 calendar days.**

Change Item No. 4 – Additional irrigation heads were needed in order to irrigate the small soccer field. **The Contract amount is INCREASED by \$6,691.91. The contract time is INCREASED by 7 calendar days.**

Change Item No. 5 - Quantity underrun of **Bid Item No. 39** *Furnish and Install Playground Lighting*. **The Contract amount is DECREASED by \$14,849.04. The contract time REMAINS UNCHANGED.**



**TOWN OF
HORIZON CITY**

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

CONTRACT CHANGE SUMMARY:

INCREASE contract amount by **\$8,924.10**
INCREASE to contract time by **17 calendar days.**

ATTACHMENTS:

- ATTACHMENT A - *Memorandum of Negotiation by Construction Manager***
- ATTACHMENT B – Stem Wall at Baseball Field Backstop
- ATTACHMENT C – Replacement of Conduit and Branch Circuit Wiring to energize Splash Pad
- ATTACHMENT D – Upgrade Branch Circuit, Circuit Breaker and Disconnect Switch Size for Rain Harvest System
- ATTACHMENT E – Additional Irrigation Heads for Small Soccer Field



Contract Change Order No. Three (3)

CHANGE IN CONTRACT AMOUNT	CHANGE IN CONTRACT TIME
<u>ORIGINAL CONTRACT AMOUNT</u>	<u>ORIGINAL CONTRACT TIME</u>
\$2,342,805.58	<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
\$1,959,603.30	<i>Substantial Completion: 242 days Due Date: July 3, 2020</i> <i>Final Completion: 272 days Due Date: August 2, 2020</i>
NET INCREASE/DECREASE OF THIS CHANGE ORDER	NET INCREASE/DECREASE OF THIS CHANGE ORDER
\$8,924.10	<i>Substantial Completion: +17 Calendar-days</i> <i>Final Completion: +17 Calendar-days</i>
CONTRACT AMOUNT WITH ALL APPROVED CHANGE ORDERS	CONTRACT TIME WITH ALL APPROVED CHANGE ORDERS
\$1,968,527.40	<i>Substantial Completion: 259 days Due Date: July 20, 2020</i> <i>Final Completion: 289 days Due Date: August 20, 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: July XX, 2020

BID No: CIP 18-101

CHANGE ORDER No. 4

TOTAL CHANGE IN CONTRACT AMOUNT: Increase \$8,924.10

TOTAL CHANGE IN CONTRACT TIME: Increase of 17 calendar days

Classification of Change Order

Change Item No. 1 Stem Wall at Baseball Field Backstop.

Classification Owner Ordered

Impact to Cost Increase contract amount by \$3,091.36

Impact to Time 4 calendar days

Justification See Purpose of Change Order.

Cost Summary Negotiated – See Attachment A

Change Item No. 2 Replacement of Conduit and Branch Circuit Wiring to energize Splash Pad.

Classification Unforeseen Condition (other)

Impact to Cost Increase contract amount by \$10,724.12

Impact to Time 3 calendar days.

Justification See Purpose of Change Order.

Cost Summary Negotiated – See Attachment B

Change Item No. 3 Upgrade of Branch Circuit, Circuit Breaker and Disconnect Switch Size for Rain Harvest System

Classification Unforeseen condition (other)

Impact to Cost Increase contract amount by \$3,265.75

Impact to Time 3 calendar days.

Justification See Purpose of Change Order.

Cost Summary Negotiated – See Attachment C

Change Item No.4 Additional Irrigation Heads for Small Soccer Field.

Classification Unforeseen condition (other)

Impact to Cost Increase contract amount by \$6,691.91

Impact to Time 7 calendar days.

Justification See purpose of Change Order

Cost Summary Negotiated – See Attachment D

Change Item No.5 Quantity Adjustment for Bid Item #39

Classification Adjusted Final Quantities

Impact to Cost -\$14,849.04

Impact to Time None.

Justification See purpose of Change Order

Cost Summary N/A



Contract Change Order Summary

Original Contract Amount	\$2,342,805.58
Change Order No. 1 Amount	\$-397,981.26
Change Order No. 2 Amount	\$15,325.19
Change Order No. 3 Amount	(\$546.21)
Change Order No. 3 Amount	\$8,924.10
Revised Contract Amount	\$1,969,493.61
Cumulative Change Order Percent of Original Contract Amount	-15.97%

CHANGE ORDER CLASSIFICATION	PREVIOUS CHANGE ORDER	THIS CHANGE ORDER	TOTAL
Liquidated Damages	0.00%	0.00%	0.00%
Adjusted Final Quantities	0.00%	-0.63%	-0.63%
Unforeseen Subsurface	0.00%	0.00%	0.00%
Unforeseen Condition (Other)	0.50%	0.88%	1.38%
Owner Ordered	-16.68%	0.13%	-16.55%
Repay Owner	0.00%	0.00%	0.00%
Errors	0.00%	0.00%	0.00%
Omissions	0.00%	0.00%	0.00%
Other	0.00%	0.00%	0.00%



TOWN OF
HORIZON CITY

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

ATTACHMENT A

(Memorandum of Negotiation by Construction Manager – Change Order No. 4)



TOWN OF
HORIZON CITY

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

ATTACHMENT B
(Stem Wall at Baseball Field Backstop – Change Order No. 4)



TOWN OF
HORIZON CITY

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

ATTACHMENT C

*(Replacement of Conduit and Branch Circuit Wiring to Energize Splash Pad –
Change Order No. 4)*



TOWN OF
HORIZON CITY

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

ATTACHMENT D

(Upgrade Branch Circuit, Circuit Breaker and Disconnect Switch Size for Rain Harvest System – Change Order No. 4)



TOWN OF
HORIZON CITY

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

ATTACHMENT E

(Additional Irrigation Heads for Small Soccer Field – Change Order No. 4)



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

Memorandum of Negotiation by Engineer *Change Order No. 4*

Change Item #1 – Stem wall at Baseball Field Backstop

Change Item #2 – Replacement of Conduit and Branch Circuit Wiring to energize Splash Pad

Change Item #3 – Upgrade Branch Circuit, Circuit Breaker and Disconnect Switch Size for Rain Harvest System

Change Item #4 – Additional Irrigation Heads for Small Soccer Field

Change Item #5 – Quantity Adjustment for Bid Item #39

Contractor's proposal was found to be fair and reasonable at **\$8,924.10**

The Contractor's proposal is accepted at \$8,924.10



TOWN OF
HORIZON CITY

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

ATTACHMENT A

(Memorandum of Negotiation by Construction Manager – Change Order No. 4)



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

Memorandum of Negotiation by Engineer *Change Order No. 4*

Change Item #1 – Stemwall at Baseball Field Backstop

Change Item #2 – Replacement of Conduit and Branch Circuit Wiring to energize Splash Pad

Change Item #3 – Upgrade Branch Circuit, Circuit Breaker and Disconnect Switch Size for Rain Harvest System

Change Item #4 – Additional Irrigation Heads for Small Soccer Field

Change Item #5 – Quantity Adjustment for Bid Item #39

Contractor's proposal was found to be fair and reasonable at **\$9,890.31**

The Contractor's proposal is accepted at \$9,890.31



TOWN OF
HORIZON CITY

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

ATTACHMENT B
(Stem Wall at Baseball Field Backstop – Change Order No. 4)



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 19-12-015

TO:	Melissa Sanchez (Moreno Cardenas Inc.) Elias Victoriano	FROM:	Oscar Saenz (Hawk Construction)
DATE INITIATED:	05/08/2020	STATUS:	Open
LOCATION:	Baseball Field	DUE DATE:	05/29/2020
PROJECT STAGE:	Course of Construction	COST CODE:	
SUB JOB:		SCHEDULE IMPACT:	Yes (Unknown)
COST IMPACT:	Yes (Unknown)	SPEC SECTION:	12 93 00 - Site Furnishings
DRAWING NUMBER:		REFERENCE:	
LINKED DRAWINGS:			
RECEIVED FROM:	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.**), Oscar Saenz (**Hawk Construction**), Melissa Sanchez (**Moreno Cardenas Inc.**), Albert Valle (**Town of Horizon City**)

Question from Oscar Saenz (Hawk Construction) at 02:06 PM on 05/07/2020

The Existing Baseball field Backstop was damaged from the bottom due to regular usage. We would like to propose to add a 24" stem wall a the backstop to reduce significantly the damage caused by balls. Please esee attached the drawing.

Attachments:
[SKMBT_C224e20050714251.pdf](#)

Awaiting an Official Response

All Replies:

Response from Elias Victoriano at 02:43 PM on 06/01/2020

Good afternoon Melissa:

Please find attached Cost Proposal for the 2 ft Concrete Back Stop to be place in the "CENTER" of the 12 ft high back stop fence (25 ft). Please be advised that we have quoted considering that the fence will be "IN" the concrete. Should you have any concerns, please advise.

Attachments:
[Stem Wall Price Quotation Revised.pdf](#)

Response from Saul Trejo (Moreno Cardenas Inc.) at 04:33 PM on 05/26/2020

As per progress meetings, a proposal on cost needs to be provided for consideration.

Attachments:



HAWK CONSTRUCTION
A TxHUB & DBE Certified Company

P.O. Box 17410 El Paso, Texas 79917
P (915) 526-9116
F (915) 288-2072
e.victoriano@hawkconcrete.com

PRICE QUOTATION

Date: 5/28/2020
Quote: Stem Wall for Backstop.
Attn: Saul Trejo.
Moreno Cardenas Inc.
Phone: 915-532-2091.
Fax: Click or tap here to enter text.
Email: STrejo@morenocardenas.com

Thank you for the opportunity to provide you with the following quote for the City of Horizon Golden Eagle Park.

Item	Description	Quantity	UM	Bid Price	Amount
	Stem Wall for Backstop (25FT X 1FT X 2.5 FT)	1.000	LS	\$ 4,057.57	\$ 4,057.57

EXCLUSIONS:

Traffic Control, surveying, rebar, demolition, testing, any type of grout, coatings, paint, and special safety systems.

This Quote is valid for sixty (60) days from day of bid.

Please feel free to contract me if you have any questions or require additional information.
We look forward to serving you in carrying out the work as specified.

Respectfully Submitted,

Ramón Elias Victoriano.
Project Manager / HAWK Construction
e.victoriano@hawktx.com / (915) 526-9116
12779 Azogue Ave. El Paso, Tx 79938



Additional Notes:

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.

Additional Calendar Days Requested	4 .00 Days
---	-------------------

4 additional calendar days are being requested to perform this activity.



HAWK CONSTRUCTION
 A TxHUB & DBE Certified Company

P.O. Box 17410 El Paso, Texas 79917
 P (915) 526-9116
 F (915) 288-2072
 e.victoriano@hawkconcrete.com

Cost Breakdown
Stem Wall for Backstop (25FT X 1FT X 2.5 FT)

Project: Golden Eagle Park

Date : 28-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		96.00	LS	\$ 15.00	\$ 1,440.00		\$ -		\$ -		\$ -	\$ 1,440.00	
Truck		16.00	HR			\$ 18.75	\$ 300.00					\$ 300.00	
Trailer		16.00	HR			\$ 2.84	\$ 45.44					\$ 45.44	
Concrete		2.50	CY					\$ 103.00	\$ 257.50			\$ 257.50	
Short Load		1.00	LS			\$ 150.00	\$ 150.00					\$ 150.00	
Forming Materials		1.00	LS					\$ 100.00	\$ 100.00			\$ 100.00	
Skid Steer		8.00	HR			\$ 42.28	\$ 338.24					\$ 338.24	
Subtotals						\$ 1,440.00		\$ 833.68		\$ 357.50		\$ -	\$ 2,481.18
Labor Burden					55%	\$ 792.00							\$ 792.00
Total Direct Costs						\$ 2,232.00		\$ 833.68		\$ 357.50		\$ -	\$ 3,423.18
Contractor's Markup					25%	\$ 360.00	15%	\$ 125.05	25%	\$ 89.38		\$ -	\$ 574.43
Subtotals with Markup						\$ 2,592.00		\$ 958.73		\$ 446.88		\$ -	\$ 3,997.61
OH&P													\$ -
Bond											1.5%		\$ 59.96
Total Change Request													\$ 4,057.57



Project: Golden Eagle Park

PRICE PROPOSAL

Date 6/5/2020

Item	Description	Quantity	UM	Bid Price	Amount
1	Stem Wall for Backstop (25FT X 1FT X 2.5 FT)	1.000	LS	\$ 3,091.36	\$ 3,091.36

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.

Additional Calendar Days Requested

3 .00 Days

3 additional calendar days are being requested to perform this activity.

Bid Summary Totals Report

Standard Markup Instructions

	Cost Basis	Markup %	Markup
Labor:	1,008	15.00	151
Burden:	283	15.00	42
Perm Matl:	257	15.00	39
Const Matl:	182	15.00	27
Sub:	0	15.00	0
Eq. Op. Exp:	260	15.00	39
Co. Equip:	422	15.00	63
Rented Eq.:	0	15.00	0
Misc1:	0	15.00	0
Misc2:	0	15.00	0
Misc3:	0	15.00	0
Overrides:	0		0
Total:	2,412	15.00	362

Selected Bond Table: B

Previous Run

Summary: 06/03/2020 9:34 AM

Spread: 06/03/2020 9:34 AM

Summary run on Takeoff Quan and Adjusted to Bid Quan.

Standard Spreads

Indirect Spread: Total

Markup Spread: Total

Addon/Bond Spread: Total

Totals as of Last Spread

	Cost:	Markup:	Total:
Direct:	2,411	362	2,773
Indirect:	0	0	0
Addons:	241	0	241
Bond:	77		77
SubTotal:	2,729	362	3,091
Pass Through:	0		0
Total:	2,729	362	3,091

Key Indicators

Balanced Markup	/	Total Labor	=	Balanced Markup/Total Labor
361.69	/	1,291.22	=	28.01%
Indirect Cost	/	Direct Cost	=	Indirect Cost/Direct Cost
0.00	/	2,411.26	=	0.00%

Cost Report

Hawk Construction

Page 1 of 1

Q00-00-00

Q00-00-000 Small Projects

06/05/2020 12:13 PM

Biditem

20

Stem Wall Concrete

Takeoff Qty: 2.500 CY

Bid Qty: 2.500 CY

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Total
U. Cost	403.20	113.29	516.49	272.43	102.75	72.84	0.00	964.50
Total	1,008.00	283.22	1,291.22	681.07	256.88	182.09	0.00	2,411.26

Manhours	Unit/MH	MH/Unit	\$/MH	Base Labor/MH	Total Labor/MH	Unit/CH
64.0000	0.0391	25.6000	37.6759	15.7500	20.1753	0.1563

Activity: _30075 STEM WALLS Quantity: 2.31 Unit: CY

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Total
U. Cost	436.36	122.61	558.97	294.84	111.20	78.83	0.00	1,043.84
Total	1,008.00	283.22	1,291.22	681.07	256.88	182.09	0.00	2,411.26

Crew \$/Unit	Crew Hrs/Unit	Units/Crew Hr	\$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	\$/Shift
853.8052	6.9264	0.1444	123.2681	2.0000	1.1550	0.8658	1,205.6300

Manhours	Unit/MH	MH/Unit	Total Labor/MH	Base Labor/Unit
64.0000	0.0361	27.7056	20.1753	436.3636

Calendar: 508 5 - 8Hr Days Hrs/Shift: 8 WC: TX5200 ConcParking/Drives/SW

Crew: TXFLAT TXDOT - Flat Work Prod: S 2 Eff: 100.00 Crew Hrs: 16.00 Labor Pcs: 4.00 Equipment Pcs: 5.00

Notes: Half Reiforcng

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
2CRMTXA	TXDOT CONC CL A	1.07	2.47	CY	103.00	100.00	103.00	254.41
2CURECITY	Sheplers Cure City White E	1.00	0.50	GA	4.93	100.00	4.94	2.47
3CFPFC12	FPFC Supply	1.07	2.47	CY	12.00	108.25	12.99	32.09
8GEN	6000W Generator	1.00	16.00	HR	2.15	100.00	2.15	34.40
8SKID	SKID STEER LOADER	1.00	16.00	HR	25.48	100.00	25.48	407.63
8STSC	Small Tools Concrete	1.00	16.00	HR	5.00	100.00	5.00	80.00
8TPU3/4	Pickup Truck 3/4 Ton	1.00	16.00	HR	7.10	100.00	7.10	113.60
8TRA16	16' Utility Trailer	1.00	16.00	HR	2.84	100.00	2.84	45.44
9SHORTLOADFE	Short Load Fee	1.00	1.00	LS	150.00	100.00	150.00	150.00
TXFIN	Conc Finisher, Pave & Struct	1.00	16.00	MH	18.00	100.00	23.06	368.92
TXFS	Form Builder/Setter Struct	2.00	32.00	MH	17.00	100.00	21.78	696.85
TXLC	Laborer, Common	1.00	16.00	MH	11.00	100.00	14.09	225.45

Report Summary

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Total
Total	1,008	283	1,291	681	257	182	0	2,411

Job Notes

Estimate created on: 10/31/2019 by User#: 0 -
Source estimate used: C:\HEAVYBID\EST\ESTMAST

Calendars Used In Estimate

508 5 - 8Hr Days



TOWN OF
HORIZON CITY

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

ATTACHMENT C

*(Replacement of Conduit and Branch Circuit Wiring to Energize Splash Pad –
Change Order No. 4)*

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 19-12-008 Electrical Wire Issue

TO:	Phil Robinet (Robinet Electrical Engineering, Inc.) Elias Victoriano (Hawk Construction)	FROM:	Oscar Saenz (Hawk Construction)
DATE INITIATED:	02/24/2020	STATUS:	Open
LOCATION:		DUE DATE:	02/26/2020
PROJECT STAGE:	Course of Construction	COST CODE:	
SUB JOB:		SCHEDULE IMPACT:	Yes (Unknown)
COST IMPACT:	Yes (Unknown)	SPEC SECTION:	26 05 33 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS
DRAWING NUMBER:	E2.0	REFERENCE:	
LINKED DRAWINGS:			
RECEIVED FROM:	Saul Trejo (Moreno Cardenas Inc.)		

COPIES TO:
Danny Assad (**Moreno Cardenas Inc.**), Jennifer Barr (**Desert Elements Landscape Design, LLC**), Eddie Guzman (**Hawk Construction**), Elizabeth Luna (**Town of Horizon City**), Mark Medina (**Moreno Cardenas Inc.**), Jorge Ojeda (**Hawk Construction**), 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 04:19 PM on 02/21/2020

There is an existing 30 amp disconnect switch that provides a 480-volt single-phase circuit to the existing splash pad equipment. Prior to the excavation for the installation of the subsurface storage tank of the Rain Harvest System, we provided an underground circuit locates.
We found that the conduit that carries this circuit was intersecting the location of the subsurface storage tank. We removed the conduit and wiring consisting of 4 - #6 THHN (approx. 200') from the existing splash pad equipment back to an existing in-ground J-Box that is adjacent to the S1 light pole in the left-field side of the baseball field. The wiring from the J-Box to the 30 amp disconnect is 4 - #10 (approximately 520'). The wiring insulation was burned because of overheating due to voltage drop. We recommend that the conduit and wiring be replaced with 1" PVC and 4 - #6 THHN.

Attachments:
[Existing splash pad circuit.pdf](#)

Official Response: Phil Robinet (**Robinet Electrical Engineering, Inc.**) responded on Tuesday, February 25th, 2020 at 9:27AM MST
The electrical drawings specify a new branch circuit for the new Splash Pad Equipment. Therefore, this existing circuit should not be needed. If it is needed in order to keep the existing Splash Pad energized, then the proposed solution is approved.

Phillip Robinet, PE
President
Robinet Electrical Engineering, Inc.
Firm Registration # F-15848
1724 Wyoming Ave
El Paso, Texas 79902
915-740-5392
www.robinetengineering.com

Attachments:
[image003.jpg](#), [image002.jpg](#), [image001.jpg](#)

All Replies:

Response from Elias Victoriano (Hawk Construction) at 05:22 PM on 06/16/2020

Good afternoon:
HAWK is respectfully submitting price to energize the existing splash pad, including burned wire replacement using #6 THHN. Thank you for the opportunity. Please find attached.

Attachments:
[PCO 016 Cost Proposal for Electrical Wire Issue.pdf](#)

Response from Phil Robinet (Robinet Electrical Engineering, Inc.) at 09:27 AM on 02/25/2020

The electrical drawings specify a new branch circuit for the new Splash Pad Equipment. Therefore, this existing circuit should not be needed. If it is needed in order to keep the existing Splash Pad energized, then the proposed solution is approved.

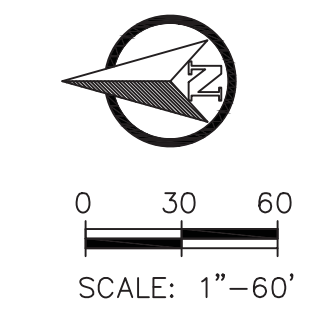
Phillip Robinet, PE
President
Robinet Electrical Engineering, Inc.
Firm Registration # F-15848
1724 Wyoming Ave
El Paso, Texas 79902
915-740-5392
www.robinetengineering.com

Attachments:
[image003.jpg](#) [image002.jpg](#) [image001.jpg](#)

BY _____

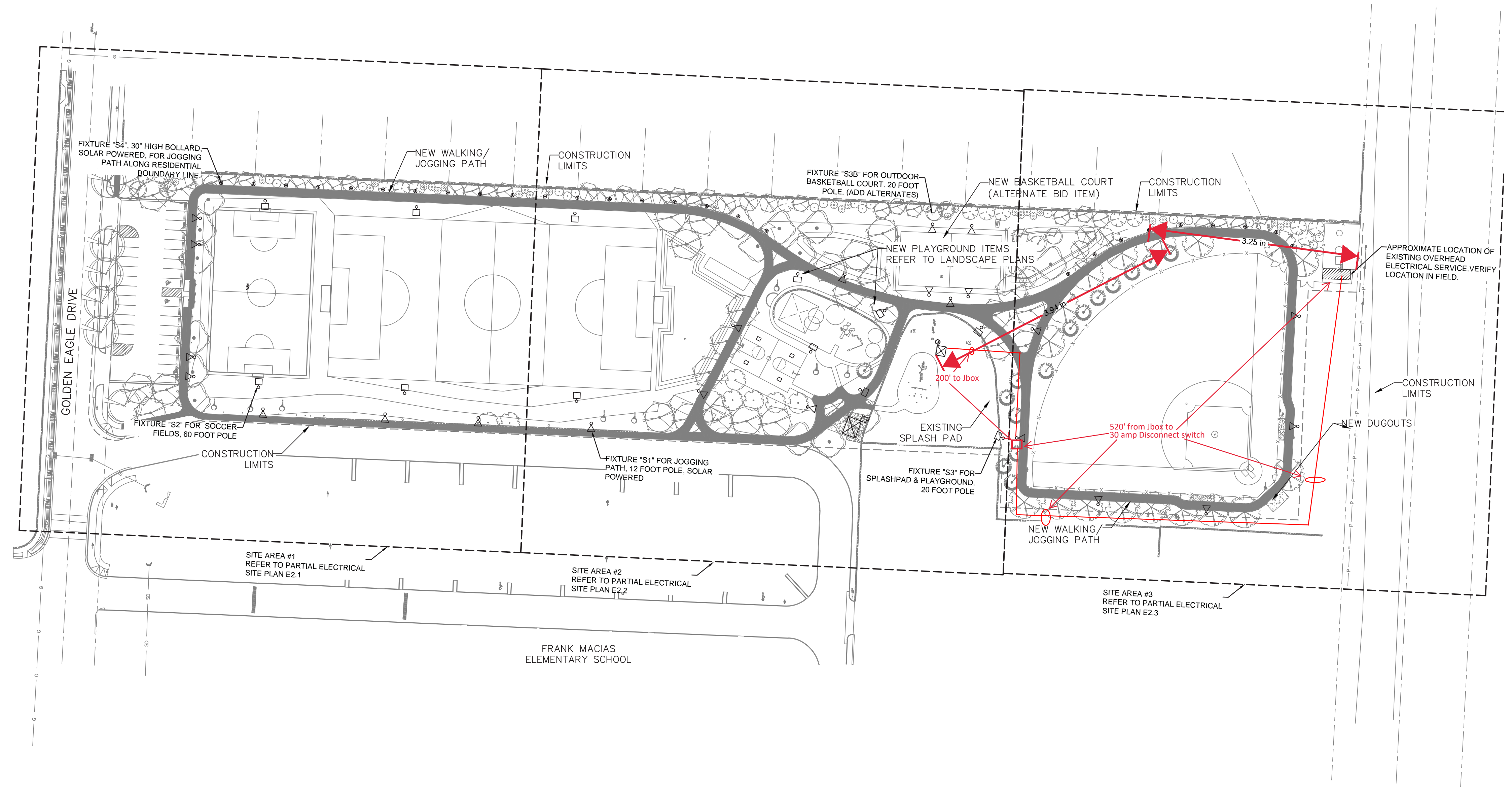
DATE _____

COPIES TO _____

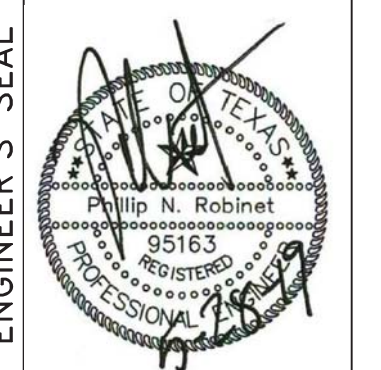


ELECTRICAL LEGEND

- - SOLAR POWERED BOLLARD FIXTURE
- △ - SOLAR POWERED POLE FIXTURE
- - SURFACE MOUNTED LIGHT FIXTURE, MOUNTED CANOPY UNDER
- ◻ - POLE MOUNTED SPORT LIGHT FIXTURE,
- - - - - NEW UNDERGROUND CONDUIT AND BRANCH CIRCUIT CONDUCTORS
- - - - - GROUND
- U.G. - UNDERGROUND
- B.F.G. - BELOW FINISHED GRADE
- A.F.G. - ABOVE FINISHED GRADE
- ▨ - ELECTRICAL U.G. VAULT
- Ⓜ - WEATHER-PROOF TAMPER - RESISTANT, GFI, DUPLEX RECEPTACLE, 20AMP, 120V.
- W.P. - WEATHER - PROOF
- P.C. - PHOTOCELL
- T.C. - TIMECLOCK
- PC/TC - COMBINATION PHOTOCELL/TIME CLOCK TORK #DL400BP NEMA 3R WITH LOCKABLE HASP.
- G.F.I. - GROUND FAULT INTERRUPTER
- TOHC - TOWN OF HORIZON CITY
- Ⓜ - W.P. JUNCTION BOX
- Ⓜ - DISCONNECT SWITCH



1 OVERALL ELECTRICAL SITE PLAN
SCALE: 1" = 60'-0"



ENGINEER'S NOTE
"THE SEAL APPEARING ON THIS DOCUMENT WAS ISSUED BY PHILIP ROBINET, 95163 ON MAY 28, 2019 ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT"

SCALE
Horiz. Ver.
Date DEC 2018
Design by CADD
Drawn by CADD
Chkd. by M.M.
Appd. by R.M.
JOB No. 18-121

PROJECT NAME
GOLDEN EAGLE PARK
IMPROVEMENTS
14400 GOLDEN EAGLE DRIVE
HORIZON CITY, TX 79928

FLORISSA • ENGINEERING • PROJECT MANAGEMENT
MCI Moreno Cardenas Inc.
Leaders in Project Delivery & Performance
3502 E. Missouri Ave. #1000, TX 79003 • (915) 633-3961
Texas Board of Professional Engineers Registration No. 4400554

TOWN OF HORIZON CITY
14989 DARRINGTON ROAD
HORIZON CITY, TX 79928
915-852-1046



SHEET TITLE
ELECTRICAL SITE PLAN

E2.0

SHEET 3 OF 6





Project: Golden Eagle Park

PRICE PROPOSAL

Date 6/16/2020

Item	Description	Quantity	UM	Bid Price	Amount
1	Electrical Wire Issue	1.000	LS	\$ 10,724.12	\$ 10,724.12

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.

Additional Days Required: 3 Calendar Days.

3 calendar days are being requested to take back in schedule this electrical activity.

Respectfully,

Elias Victoriano
Project Manager / HAWK Construction.
e.victoriano@hawktx.com / (915) 526-9116
12779 Azogue Ave. El Paso, Tx 79938

ADJUSTMENT FOR CHANGES IN WORK

Project Name: Golden Eagle Park

Date Prepared: 2/26/2020

Contractor Name: El Paso A.R.C. Electric

Contractor Proposal # 0226

Description of Change: RFI 002 replace conduit and branch circuit wiring from to existing 30 amp Disconnect Switch to existing Splash Pad Equipment

Prepared By: Cano Ortiz

Item No.	DESCRIPTION	QUAN.	UOM	MATERIAL		LABOR				TOTAL MATERIAL & LABOR COST	M/E UNIT COST	EQUIPMENT COST	SUBCONTRACT
				UNIT COST	EXTENDED MAT'L/EQMNT COST	UNIT LABOR HOURS	EXTENDED LABOR HOURS	LABOR RATE	TOTAL LABOR COST				
1	1" PVC	720	LF	\$ 0.60	\$ 432.00	0.050	36.00	\$36.00	\$ 1,296.00	\$ 453.600			
7	#6 THHN	3456	LF	\$ 0.48	\$ 1,658.88	0.008	27.6480	\$36.00	\$ 995.33	\$ 348,385	\$ 3,002.57		
8	TRENCH AND BACKFILL	80	CY	\$ 15.30	\$ 1,224.00	0.013	1.0400	\$36.00	\$ 37.44	\$ 13.104	\$ 1,274.54		
7	WARNING TAPE	720	LF	\$ 0.15	\$ 108.00	0.0010	0.7200	\$36.00	\$ 25.92	7.78	\$ 141.70		
8	12 X 23 X 11 IN GROUND BOX	3	EA	\$ 175.00	\$ 525.00	2.0000	6.0000	\$36.00	\$ 216.00	64.80	\$ 805.80		
9	1" PVC MALE ADAPTER	2	EA	\$ 2.79	\$ 5.58	0.1000	0.2000	\$36.00	\$ 7.20	2.16	\$ 14.94		
10	1" PLASTIC BUSHING	2	EA	\$ 1.35	\$ 2.70	0.1000	0.2000	\$36.00	\$ 7.20	2.16	\$ 12.06		
11	#6 WIRE TERMINATION LABOR	8	EA	\$ -	\$ -	0.2500	2.0000	\$36.00	\$ 72.00	21.60	\$ 93.60		
12	1" KO LABOR	2	EA	\$ 5.00	\$ 10.00	0.2500	0.5000	\$36.00	\$ 18.00	5.40	\$ 33.40		
13	1" PVC 90° elbow	4	EA	\$ 3.15	\$ 12.60	0.1000	0.4000	\$36.00	\$ 14.40	4.32	\$ 31.32		
14	1" PVC coupling	8	EA	\$ 1.21	\$ 9.68	0.0200	0.1600	\$36.00	\$ 5.76	1.73	\$ 17.17		
15				\$ -	\$ -			\$ -			\$ -		
16	Bucket truck			\$ -	\$ -			\$ -			\$ -		
	Lot												
SUBTOTALS >>>					\$ 3,988.44		74.87		\$ 1,399.25		\$ 7,608.70		

Total Amount

[A] Subtotal (labor+material+equipment)	\$ 7,608.70
[B] Plus 15% OH&P	\$ 1,141.31
[C] Subtotal (A+B)	\$ 8,750.01
[D] Subtotal Subcontract	\$ -
[E] Plus OH&P Subcontract	\$ -
[F] Subcontract Total (D+E)	\$ -
[H] Total (C+F+G)	\$ 8,750.01
Payment and Performance Bond (2.05% of [H])	
Total + Payment and Performance Bond (2.05%)	\$ 8,750.01



TOWN OF
HORIZON CITY

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

ATTACHMENT D

(Upgrade Branch Circuit, Circuit Breaker and Disconnect Switch Size for Rain Harvest System – Change Order No. 4)

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 19-12-009 Panel Schedules

TO:	Phil Robinet (Robinet Electrical Engineering, Inc.) Elias Victoriano (Hawk Construction)	FROM:	Oscar Saenz (Hawk Construction)
DATE INITIATED:	02/24/2020	STATUS:	Open
LOCATION:		DUE DATE:	02/26/2020
PROJECT STAGE:	Course of Construction	COST CODE:	
SUB JOB:		SCHEDULE IMPACT:	Yes (Unknown)
COST IMPACT:	Yes (Unknown)	SPEC SECTION:	26 05 53 - IDENTIFICATION FOR ELECTRICAL SYSTEMS
DRAWING NUMBER:	E2.2	REFERENCE:	
LINKED DRAWINGS:			
RECEIVED FROM:	Oscar Saenz (Hawk Construction)		

COPIES TO:
Danny Assad (**Moreno Cardenas Inc.**), Jennifer Barr (**Desert Elements Landscape Design, LLC**), Eddie Guzman (**Hawk Construction**), Elizabeth Luna (**Town of Horizon City**), Mark Medina (**Moreno Cardenas Inc.**), Jorge Ojeda (**Hawk Construction**), 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 04:30 PM on 02/21/2020

Sheet E2.2 shows new circuit 14,16,18 consisting of 4 - #8 THHN to the existing 480-volt panel for the New Splash Pad Pump. Circuits L 2, 4, 6 are 20 amp 120-volt circuits for splash pad power Refer to note 4. We believe that these circuits are for the new Rain Harvest System. Please verify if Circuits 14,16,18 are for the are for the Rain Harvest System?

Thank You

Attachments:
[Panel Schedules.pdf](#)

Official Response: Phil Robinet (**Robinet Electrical Engineering, Inc.**) responded on Monday, March 2nd, 2020 at 9:49AM MST
TO THE BEST OF MY KNOWLEDGE, CIRCUITS "L"-2,4,6 ARE FOR THE RAIN HARVEST SYSTEM, HOWEVER THIS IS TO BE VERIFIED BY THE LANDSCAPE ARCHITECT. ALSO, IN REVIEWING THE SUBMITTAL FOR THE SPLASH PAD PUMP, THE FLA HAVE CHANGED FROM 21 AMPS TO 34 AMPS. THEREFORE, THE BRANCH CIRCUIT IS TO BE CHANGED TO 3#6, 1#6 GROUND IN ¾" CONDUIT. THE CIRCUIT BREAKER IS TO BE CHANGED TO A 50A/3P, AND THE DISCONNECT SWITCH IS TO BE CHANGED TO 60A/3P NON-FUSED.

Phillip Robinet, PE
President
Robinet Electrical Engineering, Inc.
Firm Registration # F-15848
1724 Wyoming Ave
El Paso, Texas 79902
915-740-5392
www.robinetengineering.com

Attachments:
[image003.jpg,image002.jpg,image001.jpg](#)

Official Response: Jennifer Barr (**Desert Elements Landscape Design, LLC**) responded on Tuesday, February 25th, 2020 at 3:37PM MST
Hi Phil, Attached is the location of the irrigation timer/controller, pump and pump equipment, and spray park panel. It is all to be installed on an extension of the existing (spray park) panel pad.
The pump is end suction, but it is not actually in or on the underground tank.

Attachments:
[ForRobinet-pump&timer&splashpad locations.pdf](#)

All Replies:

Response from Elias Victoriano (Hawk Construction) at 05:31 PM on 06/16/2020

Good afternoon:

HAWK Construction is respectfully providing price for the splash pad branch circuit and breaker. Thank you for the opportunity. Please find attached.

Attachments:
[PCO 017 Panel Schedules Cost Proposal.pdf](#)

Response from Phil Robinet (Robinet Electrical Engineering, Inc.) at 09:49 AM on 03/02/2020

TO THE BEST OF MY KNOWLEDGE, CIRCUITS "L"-2,4,6 ARE FOR THE RAIN HARVEST SYSTEM, HOWEVER THIS IS TO BE VERIFIED BY THE LANDSCAPE ARCHITECT. ALSO, IN REVIEWING THE SUBMITTAL FOR THE SPLASH PAD PUMP, THE FLA HAVE CHANGED FROM 21 AMPS TO 34 AMPS. THEREFORE, THE BRANCH CIRCUIT IS TO BE CHANGED TO 3#6, 1#6 GROUND IN ¾" CONDUIT. THE CIRCUIT BREAKER IS TO BE CHANGED TO A 50A/3P, AND THE DISCONNECT SWITCH IS TO BE CHANGED TO 60A/3P NON-FUSED.

Phillip Robinet, PE
 President
 Robinet Electrical Engineering, Inc.
 Firm Registration # F-15848
 1724 Wyoming Ave
 El Paso, Texas 79902
 915-740-5392
www.robinetengineering.com

Attachments:
[image003.jpg](#) [image002.jpg](#) [image001.jpg](#)

Response from Jennifer Barr (Desert Elements Landscape Design, LLC) at 03:37 PM on 02/25/2020

Hi Phil, Attached is the location of the irrigation timer/controller, pump and pump equipment, and spray park panel. It is all to be installed on an extension of the existing (spray park) panel pad.
 The pump is end suction, but it is not actually in or on the underground tank.

Attachments:
[ForRobinet-pump&timer&splashpad locations.pdf](#)

Response from Jennifer Barr (Desert Elements Landscape Design, LLC) at 12:35 PM on 02/25/2020

Hello Phil,
 Attached are the sheets on the Irrigation Pump, by Rainbird. It hasn't changed. I'll ask Allison at Vortex for splash pad panel info and upload, in case it has changed.
 Jenn

Attachments:
[Pump approval Drawing.pdf](#) [Sub 1912-006 Irrigation Pump-Approved-12-12-19.pdf](#)

Response from Phil Robinet (Robinet Electrical Engineering, Inc.) at 09:31 AM on 02/25/2020

I don't know the difference between Splash Pad equipment and Rain Harvest Equipment, so I cant answer this RFI yet. (This might also affect my previous answer to RFI #9). Please provide electrical data sheets and/or electrical spec sheets for the Splash Pad Equipment and the Rain Harvest Equipment, along with locations of electrical connections, so that I may answer this more precisely.

Phillip Robinet, PE
 President
 Robinet Electrical Engineering, Inc.
 Firm Registration # F-15848
 1724 Wyoming Ave
 El Paso, Texas 79902
 915-740-5392
 www.robinetengineering.com

Attachments:

[image003.jpg](#) [image002.jpg](#) [image001.jpg](#)

BY _____

DATE _____

COPIES TO _____



Project: Golden Eagle Park

PRICE PROPOSAL

Date: 6/16/2020

Item	Description	Quantity	UM	Bid Price	Amount
1	Panel Schedules	1.000	LS	\$ 3,265.75	\$ 3,265.75

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 INCIDENT ALS TO PERFORM WORK. ANY OTHER UNEXPECTED CONDITIONS WILL BE ADDITIONAL.

Additional Days Required: 3 Calendar Days.

3 calendar days are being requested to take back in schedule this electrical activity.

Respectfully,

Elias Victoriano
Project Manager / HAWK Construction.
e.victoriano@hawktx.com / (915) 526-9116
12779 Azogue Ave. El Paso, Tx 79938



**Cost Breakdown
Panel Schedules**

Project: Golden Eagle Park

Date : 16-Jun-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		
	Electrical Sub Contractor	1.00	LS		\$ -		\$ -		\$ -	\$ 2,664.59	\$ 2,664.59	\$ 2,664.59	
Subtotals					\$ -	\$ -	\$ -	\$ 2,664.59	\$ 2,664.59	\$ 2,664.59	\$ 2,664.59		
Labor Burden					55%	\$ -					\$ -		
Total Direct Costs					\$ -	\$ -	\$ -	\$ 2,664.59	\$ 2,664.59	\$ 2,664.59	\$ 2,664.59		
Contractor's Markup					25%	\$ -	15%	\$ -	25%	\$ -	5%	\$ 133.23	\$ 133.23
Subtotals with Markup					\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,797.82	\$ 2,797.82		
OH&P										15.0%	\$ 419.67		
Bond										1.5%	\$ 48.26		
Total Change Request											\$ 3,265.75		

ADJUSTMENT FOR CHANGES IN WORK

Project Name: **Golden Eagle Park**

Date Prepared: 2/26/2020

Contractor Name: El Paso A.R.C. Electric

Contractor Proposal # 0226

Description of Change: RFI 003 Upgrade wire, circuit breaker and disconnect switch for the rain harvest system

Prepared By: Cano Ortiz

Item No.	DESCRIPTION	QUAN.	UOM	MATERIAL		LABOR				TOTAL MATERIAL & LABOR COST	M/E UNIT COST	MATERIAL EQUIPMENT OTHER	SUBCONTRACT	
				UNIT COST	EXTENDED MATERIAL COST	UNIT LABOR HOURS	EXTENDED LABOR HOURS	LABOR RATE	TOTAL LABOR COST					TOTAL LABOR BURDEN
7	#6 THHN	2352	LF	\$ 0.46	\$ 1,081.92	0.012	28.2240	\$ 36.00	\$ 1,016.06	\$ 355.622	\$ 2,453.61			
8	#10 THHN Cu wire	-2352	LF	\$ 0.16	\$ (376.32)	0.007	-16.4640	\$ 36.00	\$ (592.70)	\$ (207.446)	\$ (1,176.47)			
9	50 amp, 3 phase 480 volt circuit breaker	1	LF	\$ 375.00	\$ 375.00	1.500	1.5000	\$ 36.00	\$ 54.00	\$ 18.900	\$ 447.90			
7	60 amp, 3 phase, 480 volt N3R Disconnect switch	1		\$ 475.00	\$ 475.00	2.5000	2.5000	\$ 36.00	\$ 90.00	27.00	\$ 592.00			
8				\$ -	\$ -			\$ -	\$ -		\$ -			
9				\$ -	\$ -			\$ -	\$ -		\$ -			
10				\$ -	\$ -			\$ -	\$ -		\$ -			
11				\$ -	\$ -			\$ -	\$ -		\$ -			
12				\$ -	\$ -			\$ -	\$ -		\$ -			
13				\$ -	\$ -			\$ -	\$ -		\$ -			
14				\$ -	\$ -			\$ -	\$ -		\$ -			
15				\$ -	\$ -			\$ -	\$ -		\$ -			
16				\$ -	\$ -			\$ -	\$ -		\$ -			
	Bucket truck													
			Lot											
SUBTOTALS >>>					\$ 1,555.60		15.76		\$ 567.36		\$ 2,317.04			

Total Amount

[A] Subtotal (labor+material+equipment)	\$ 2,317.04
[B] Plus 15% OH&P	\$ 347.56
[C] Subtotal (A+B)	\$ 2,664.59
[D] Subtotal Subcontract	\$ -
[E] Plus OH&P Subcontract	\$ -
[F] Subcontract Total (D+E)	\$ -
[H] Total (C+F+G)	\$ 2,664.59
Payment and Performance Bond (2.05% of [H])	
Total + Payment and Performance Bond (2.05%)	\$ 2,664.59



TOWN OF
HORIZON CITY

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

ATTACHMENT E

(Additional Irrigation Heads for Small Soccer Field – Change Order No. 4)

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 016

TO:	Melissa Sanchez (Moreno Cardenas Inc.) Elias Victoriano (Hawk Construction)	FROM:	Oscar Saenz (Hawk Construction)
DATE INITIATED:	05/14/2020	STATUS:	Open
LOCATION:		DUE DATE:	05/29/2020
PROJECT STAGE:	Course of Construction	COST CODE:	02-813 - Lawn Sprinkling and Irrigation
SUB JOB:		SCHEDULE IMPACT:	Yes (Unknown)
COST IMPACT:	Yes (Unknown)	SPEC SECTION:	32 84 00 - Irrigation
DRAWING NUMBER:	L3.0 and L3.1	REFERENCE:	
LINKED DRAWINGS:			
RECEIVED FROM:	Elias Victoriano (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.**), Jorge Ojeda (**Hawk Construction**), Michelle Padilla (**Town of Horizon City**), Teresa Quezada (**Town of Horizon City**), Roxanne Rivera (**Huitt-Zollars, Inc.**), Oscar Saenz (**Hawk Construction**), Melissa Sanchez (**Moreno Cardenas Inc.**), Albert Valle (**Town of Horizon City**)

Question from Oscar Saenz (Hawk Construction) at 12:46 PM on 05/12/2020

On the Landscaping sheets, there are no new irrigation heads for the lawn at the small soccer field. The coverage of the existing sprinkler is not adequate for this field, as the distance between heads is about 88 feet. This is double the distance between the heads at the main soccer field, please see attached the recommended new heads to supplement the field watering. Please advised if the extra heads are needed and if a proposal should be prepared.

Thankk You

Attachments:
[Irrigation Heads.PNG](#)

Awaiting an Official Response

All Replies:

Response from Elias Victoriano (Hawk Construction) at 02:12 PM on 06/09/2020

Good afternoon:

Please find attached proposed Layout. Thank you.

Attachments:
[PCO Small Soccer Field Extra Heads Layout.pdf](#)

Response from Elias Victoriano (Hawk Construction) at 02:08 PM on 06/09/2020

Good afternoon :

Please find attached cost / layout proposal for Extra Heads at Small Soccer Field.

Thank you for the opportunity.

Attachments:
[PCO 014 Small Soccer Field Extra Heads Pricing.pdf](#)

Response from Jennifer Barr (Desert Elements Landscape Design, LLC) at 10:02 AM on 06/05/2020

Request COP from Hawk to provide the changes as follows to the soccer field irrigation plan. Desert Elements has reviewed this with Accent Landscaping, and we feel this sketch is the best option for coverage considering the existing flow, lateral sizing, and anticipated pump pressure.

Attachments:
[SOCCER FIELD IRRIGATION - SKETCH.pdf](#)

Response from Jennifer Barr (Desert Elements Landscape Design, LLC) at 03:35 PM on 05/18/2020

Please forward change order proposal. Include head/nozzle type and pipe sizing. Desert Elements can help with the sizing if we know the current pipe sizes.
Thank you,
Jennifer

Attachments:

BY _____

DATE _____

COPIES TO _____



Project: Golden Eagle Park

PRICE PROPOSAL

Date: 6/9/2020

Item	Description	Quantity	UM	Bid Price	Amount
1	Small Soccer Field Extra Heads	1.000	LS	\$ 6,691.91	\$ 6,691.91

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.

Additional Days Required: 7 Calendar Days.

7 calendar days are being requested to take back in schedule landscape activities in this area.

Respectfully;

Elias Victoriano
Project Manager / HAWK Construction.



Cost Breakdown
Small Soccer Field Extra Heads

Project: Golden Eagle Park

Date : 09-Jun-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	
	Landscape Sub Contractor	1.00	LS		\$ -		\$ -		\$ -	\$ 5,460.05	\$ 5,460.05	\$ 5,460.05
Subtotals					\$ -		\$ -		\$ -		\$ 5,460.05	\$ 5,460.05
Labor Burden				55%	\$ -		\$ -		\$ -		\$ -	\$ -
Total Direct Costs					\$ -		\$ -		\$ -		\$ 5,460.05	\$ 5,460.05
Contractor's Markup				25%	\$ -	15%	\$ -	25%	\$ -	5%	\$ 273.00	\$ 273.00
Subtotals with Markup					\$ -		\$ -		\$ -		\$ 5,733.05	\$ 5,733.05
OH&P										15.0%	\$ 859.96	\$ 859.96
Bond										1.5%	\$ 98.90	\$ 98.90
Total Change Request											\$ 6,691.91	\$ 6,691.91

Accent
Landscape Contractors Inc.

June 8, 2020
12779 Azogue Ave.
Hawk Construction

El Paso, TX 79938
Attn: Mr. Elías Victoriano

Re: Golden Eagle Park

Dear Mr. Victoriano,

Please find listed below our proposal to install additional sprinklers and piping to the small soccer field at the above reference project as per plans by Desert Elements.

Material

12	ea.	Rain Bird Sprinkler Heads 8005 @ \$64.69/ea.	=	\$ 776.28
12	ea.	1" Swing Joint @ \$15.77/ea.	=	\$ 189.24
200	LF	2" PVC Pipe @ \$0.77/LF	=	\$ 154.00
100	LF	1 1/2" PVC Pipe @ \$0.57/LF	=	\$ 57.00
100	LF	1 1/4" PVC Pipe @ \$0.53/LF	=	\$ 53.00
400	LF	1" PVC Pipe @ \$0.39/LF	=	\$ 156.00
		Est. of PVC Fittings	=	\$ 126.00

Labor

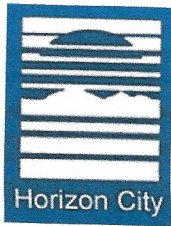
72	Hrs.	Labor @ \$16.95/Hr.	=	\$ 1,220.40
24	Hrs.	Operator @ \$22.00/Hr.	=	\$ 528.00
24	Hrs.	Supervision @ \$32.50/Hr.	=	\$ 780.00
	L.S.	Labor Burden @ 28%	=	\$ 707.95

Sub-Total	\$ 4,747.87
15% O & P	\$ 712.18
Total	\$ 5,460.05

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

Sincerely,

Joe L. Aguilar, Jr.



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: July 9, 2020

To: Honorable Mayor and Members of City Council

From: Teresa Quezada, CIP Manager

SUBJECT: Discussion and Action: On Change Order #4 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.

Teresa Quezada
7/9/2020

Change Order No. 4 for the Golden Eagle Park Improvements project **increases the contract amount by \$8,924.10 bringing the contract amount to \$1,968,527.40.** The contract time is **increased by 17 calendar days** by this change order to account for the time included in the change orders for work. The change items address owner requested changes (stem wall at baseball field backstop), unforeseen conditions identified at the construction site (electrical work for splash pad and water harvest system and additional irrigation system heads), and final quantities installed (playground lighting). These amounts and time extensions were requested by the contractor and reviewed, recommended by MCI, the project construction manager. The revised **completion date for the project is August 20, 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. Increase due to the addition of a stem wall at the baseball field backstop to prevent wear and tear damage to chain link fence backstop.	\$3,091.	4 days
2. Increase due to circuit replacement to energize splash pad. The existing conduit and branch circuit wiring required replacement.	\$10,724.	3 days
3. Increase due to a change in the branch circuit breaker and disconnect switch for the water harvest system.	\$3,265.	3 days
4. Increase due to additional irrigation heads required to irrigate the small soccer field.	\$6,691.	7 days
5. Decrease due to a quantity underrun of Bid Item No. 39, Furnish and Install Playground Lighting.	\$14,849.	0 days
TOTAL (net increase)	\$8,924.	17 days

This change order represents a net 0.03% decrease to the contract value. Total change orders to date account for a **15.97% decrease to the original contract value.**

Staff recommends approval.

Attachment: Change Order Form



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: July 9, 2020

To: Honorable Mayor and Members of City Council

From: Michelle Padilla, Planning Director

SUBJECT: On a Specific Use Permit (SUP) application for property located at 201 Horizon Crossing St.(SUP002441-2020), *legally described as Lot 29, Block 22, Horizon Town Center Unit Three*, to allow for the use of an electronic LED display sign. Request submitted by Superior Sign & Lighting.

On June 15, 2020, the Planning and Zoning Commission voted unanimously to recommend approval of the Specific Use Permit to allow for an electronic LED display sign at the future IDEA School campus with the following conditions:

1. In accordance with Sections 1019 and 1021 of Chapter 10 in the Zoning Ordinance (Exhibit A of Chapter 14 Zoning) in the Municipal Code, the electronic display shall be restricted from displaying flashing, jumping, scrolling, and moving messages and shall only display static messages displayed for at least eight seconds. A change of message shall be accomplished within one second.
2. The electronic display shall not make use of the words, “stop”, “go”, “look”, “slow”, “danger” or similar word, phrase, symbol or character so as not to interfere with, mislead or confuse traffic in accordance with Section 1019 as previously cited.
3. The brightness controls shall be set for dimming between sunset and sunrise.

Attached for your review is the staff report that was presented to the Planning and Zoning Commission and the site plan and sign detail that was provided.



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

Case #: SUP002441-2020
Application Type: Specific Use Permit (SUP)
P&Z Hearing Date: June 15, 2020
Staff Contact: Michelle Padilla
915-852-1046 ext.105; mpadilla@horizoncity.org

Address/Location: 201 Horizon Crossing St., Horizon City, TX. 79928
Legal Description: Lot 29, Block 22, Horizon Town Center Unit Three

Acreage: Approximately 16 ± acres
Existing Use: Construction in progress for Charter School
Existing Zoning: R-9/CO
Request: Request is for a SUP to allow for an electronic LED Display sign in
Owner: Idea Charter School
Applicant: Superior Sign and Lighting

Surrounding Zoning and Land Use:

North: C-2 - Commercial – (Hospital)
South: R-9/CO – Residential (Single Family Homes)
East: R-9/CO – Residential (Single Family Homes)
West: R-9/CO – Residential (Single Family Homes)

Current Land Use Designation: High Density – Single Family
Nearest Park: Horizon Town Center Park (Unit One)
Nearest School: Subject property is a school site

Application Description:

The applicant is requesting a Specific Use Permit to allow for an illuminated sign on the site. Section 1021 (e) of Chapter 10 in the Zoning Ordinance (Exhibit A of Chapter 14 Zoning) in the Municipal Code prohibits moving, flashing, intermittently lighted and similar signs, but allows for signs displaying information electronically through a Special Permit (Specific Use Permit) that is granted by the City Council.

The location of the proposed sign is along the property’s frontage on Horizon Crossing Street, across from the Town Center Park. No residential structures front on this roadway and the location of the proposed sign is over 850 feet from the nearest residential property.

Notice:

In accordance with Section 211.007 of the Texas Local Government Code, notices of the June 15, 2020 public hearing were sent to those property owners within 200 feet of the subject property on May 29, 2020. Any responses received by staff, will be presented to the Commission and Planning and Zoning meeting.

Staff Recommendation:

Staff recommends **APPROVAL** of the request for a *Specific Use Permit* for the electronic sign on the subject property with the following conditions:

1. In accordance with Sections 1019 and 1021 of Chapter 10 in the Zoning Ordinance (Exhibit A of Chapter 14 Zoning) in the Municipal Code, the electronic display shall be restricted from displaying flashing, jumping, scrolling, and moving messages and shall only display static messages displayed for at least eight seconds. A change of message shall be accomplished within one second.
2. The electronic display shall not make use of the words, “stop”, “go”, “look”, “slow”, “danger” or similar word, phrase, symbol or character so as not to interfere with, mislead or confuse traffic in accordance with Section 1019 as previously cited.
3. The brightness controls shall be set for dimming between sunset and sunrise.

Shaping the Horizon: 2030 – Future Land Use Map Designation:

The Future Land Use Map designates this area as high density single family use. This land use designation includes all single-family detached homes and related accessory and ancillary uses. A minimum lot size or house size is not designated. That is to be determined by zoning code..

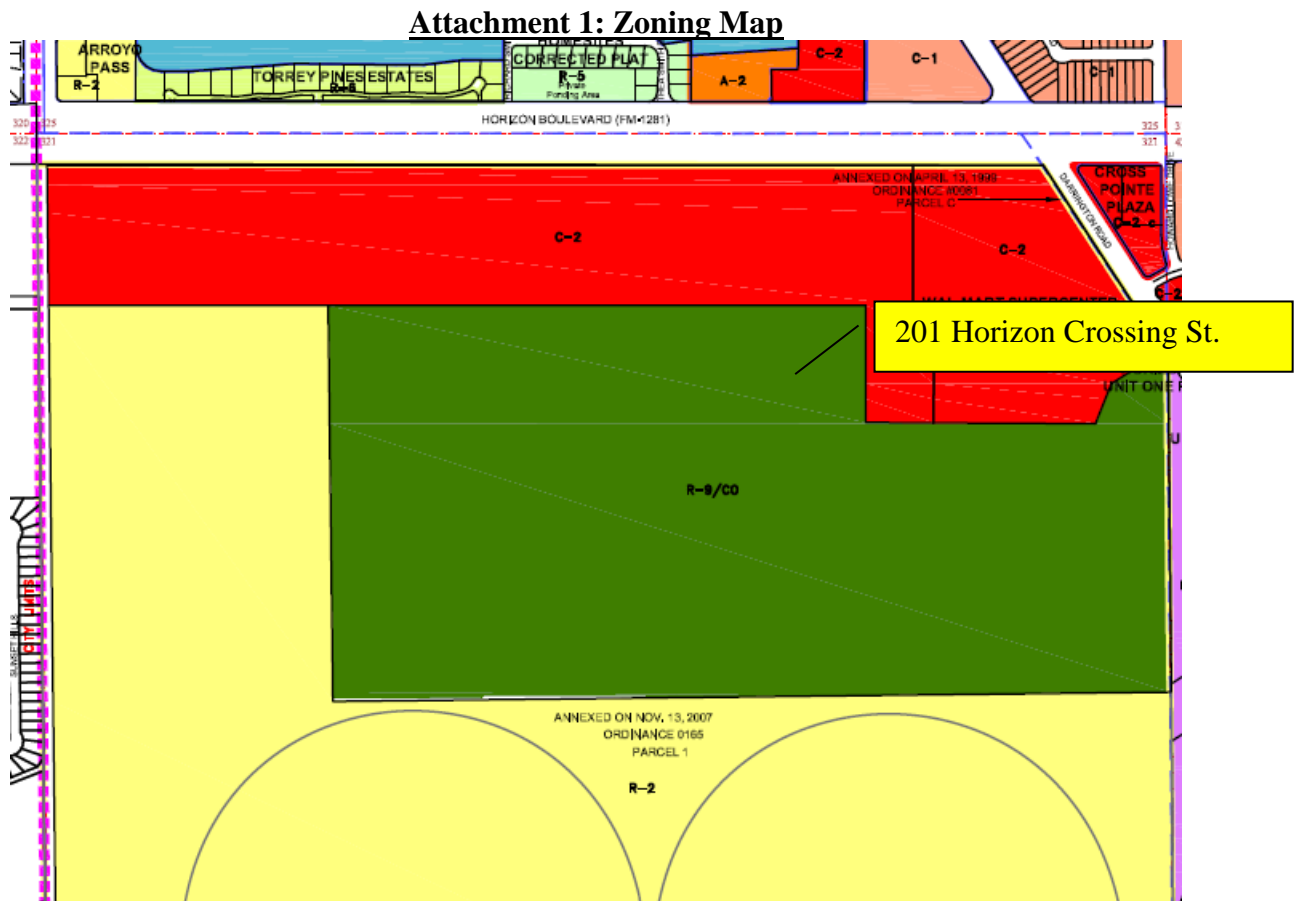
Options available to the Planning and Zoning Commission:

The Planning and Zoning Commission may consider the following options and additional requirements that it identifies when reviewing this specific use permit application:

1. Recommend approval of the request for Specific Use Permit in an R-9 Zoning District as stated.
2. Recommend approval of the request for Specific Use Permit in an R-9 Zoning District as stated, including any restrictions or modifications to bring the Specific Use Permit into conformance with the Zoning Regulations in the Municipal Code and the Shaping Our Horizon: 2030 A Comprehensive and Strategic Plan.
3. Recommend denial of the Applicant’s request for Specific Use Permit finding that it is not in conformance with the Zoning Regulations in the Municipal Code and/or the Shaping Our Horizon: 2030 A Comprehensive and Strategic Plan

Attachments:

- 1 – Zoning Map**
- 2- Plat Copy**
- 3-Application**
- 4- Letter from Applicant**
- 5-Site Plan**
- 6-Sign Detail**



Attachment 3: Application



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

SPECIFIC USE PERMIT APPLICATION

1. Owner of Record: Paul W. Sullivan
 PO Box 3245 78502-3245 9156299100 paulsullivan@3asigns.com
(ADDRESS) (ZIP) (PHONE) (EMAIL)

2. Applicant: Alejandro del Moral Is applicant also the Owner? Yes No
 Contact Person: Diana Arzola Is applicant also the Contractor? Yes No
 11445 Cedar Oak 79936 915-629-9100 permits@superiorsignandlighting.com
(ADDRESS) (ZIP) (PHONE) (EMAIL)

3. Contractor: Alejandro del Moral
 11445 Cedar Oak 79936 915-629-9100 permits@superiorsignandlighting.com
(ADDRESS) (ZIP) (PHONE) (EMAIL)

4. Site Address/Location: 201 Horizon Crossing St. Horizon City, TX
 Legal Description: _____
(Lot) (Block) (Subdivision Name)
 If the legal description of the complete tracts or if plat is not available, the required Metes & Bounds Description with a survey map is attached? Yes No

5. Briefly explain why you request a Specific Use Permit? Monument Sign with 2 sign cabinets and a Led Board

6. Land's Present Use: _____ Zone _____
 Land Vacant Lot size _____ Structure Structure's size 15' _____ Last known date the structure was occupied? _____
 Land's Proposed Use: _____ Proposed Zone Use _____
 Will you be making any improvements to the existing lot or structure? Yes No This request includes Site Improvements for approval? Yes No

Schedule appointment with Building Official

Building Official Findings & Pre Licensing Consultation for Non-Conforming Use & Site Improvements

7. Non-Conforming use of a lot, uses, land & structures, uses of structures, premises & characteristics of use or site improvements, necessitates that the applicant and/or contractor consult with the Town's Building Official on the proposed project & Business to discuss any requirements for this request.

A field inspection on (date) _____ determined the lot is: Not Applicable Legal Non-Conforming Non-Conforming and Requires the following: _____

 Building Official Signature Date

NOTICE: Applicant is responsible for all expenses incurred by the City in connection with the Specific Use Permit Application request, including but not limited to attorney's fees, engineering fees and publication. Additional charges will be invoiced separately and shall be paid to the Town prior to City Council action. Applicant's Signature _____

8. Signatures: Paul W. Sullivan Paul W. Sullivan
(OWNER'S SIGNATURE) (OWNER'S PRINTED NAME)

Alejandro del Moral Alejandro Del Moral
(APPLICANT'S SIGNATURE) (APPLICANT'S PRINTED NAME)

FEES:	EL PASO TIMES PUBLISHING FEE	APPROXIMATELY \$250
	ENGINEER FEES	\$60 PER EACH 1/2 HOUR

Application & Submittals Due Date: _____
 P&Z Scheduled Mtg. Date: _____
 City Council Scheduled Date: _____
 Application Received By: _____
 Date Application Rec'd: _____

Please see reverse side for list of items required at time of submitting SUP application.

Attachment 4- Letter from Applicant



SUPERIOR



11445 Cedar Oak, El Paso, TX 79936

superiorsignandlighting.com

915 629 9100

5/20/2020

To Whom it may concern:

Ref: 201 Horizon Crossing St. Horizon City, TX

I am writing this letter to city council to petition the installation of an electronic LED message board for Idea School. The school is requesting the message board to inform parents of school activities rather than use the old track system where letters and numbers are switched out by an individual every time the message changes. Such uses are;

- Messages to parents for important school deadlines or events.
- Message to students announcing accomplishments or birthdays
- Messages to teachers from Administration

Benefits for the community;

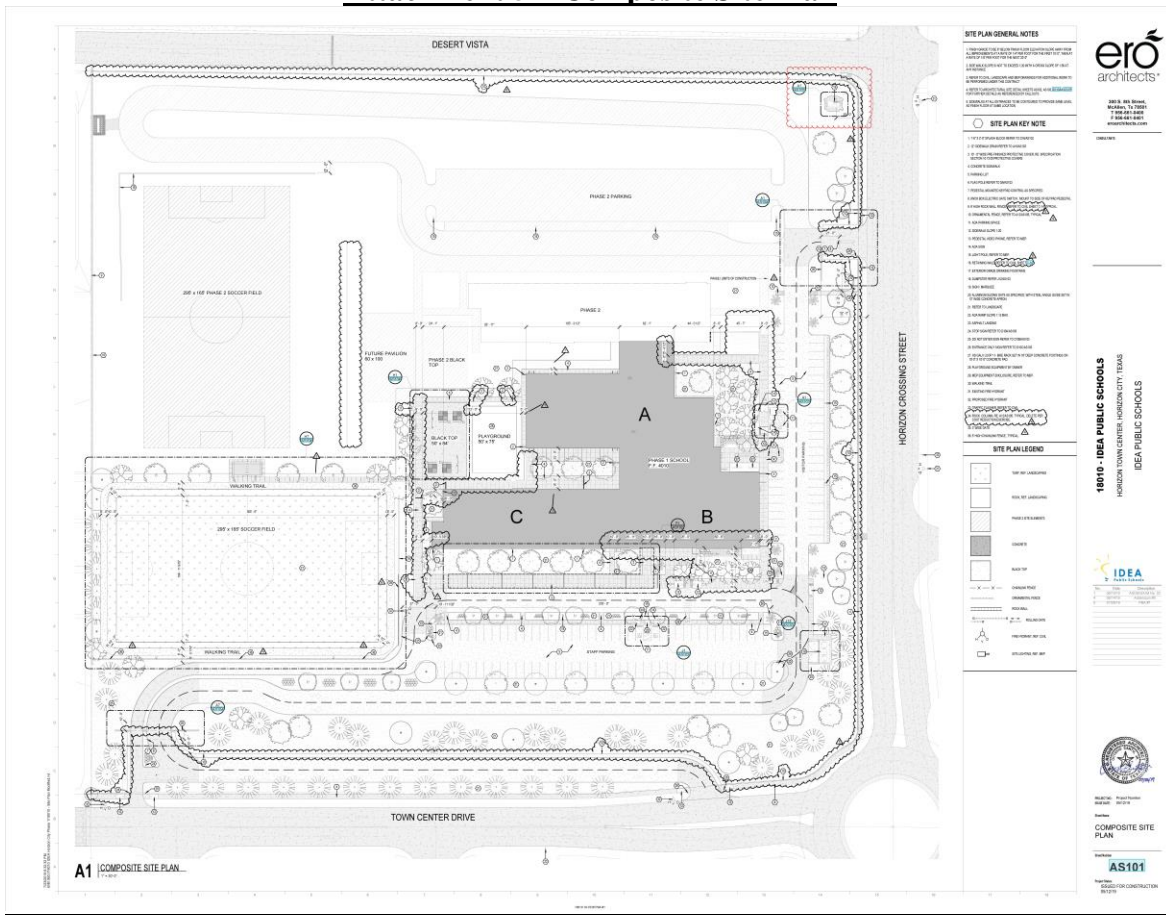
- Attracts revenue for city taxes
- Creates pride within the community
- Promotes a smart city vision

Overall, the advantages of approving a message board are positive and beneficial to the community. Relaying messages to the community, adding to the tax base, and promoting a smart city are an overall win. If you have any questions, please don't hesitate to ask.

Regards,

Alex Del Moral
President
915-629-9100

Attachment 5 – Composite Site Plan



ero architects
 800 N. 9th Street, Suite 100
 Irving, TX 75039
 972.441.8887
 800.441.8887

18010 - IDEA PUBLIC SCHOOLS
 HORIZON TOWN CENTER, HORIZON CITY, TEXAS
 IDEA PUBLIC SCHOOLS

IDEA
 IDEAS. INSPIRING. IMPROVING.

COMPOSITE SITE PLAN
 AS101
 PREPARED FOR CONSTRUCTION

SITE PLAN GENERAL NOTES

1. THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE.
2. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
3. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES INFORMATION.
4. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SURVEYING INFORMATION.
5. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LEGAL INFORMATION.
6. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ENVIRONMENTAL INFORMATION.
7. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY HISTORICAL INFORMATION.
8. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ARCHITECTURAL INFORMATION.
9. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ENGINEERING INFORMATION.
10. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LANDSCAPE ARCHITECTURE INFORMATION.
11. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INTERIOR ARCHITECTURE INFORMATION.
12. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY MECHANICAL, ELECTRICAL, AND PLUMBING INFORMATION.
13. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY STRUCTURAL INFORMATION.
14. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TRANSPORTATION INFORMATION.
15. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES INFORMATION.
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24. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY STRUCTURAL INFORMATION.
25. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TRANSPORTATION INFORMATION.

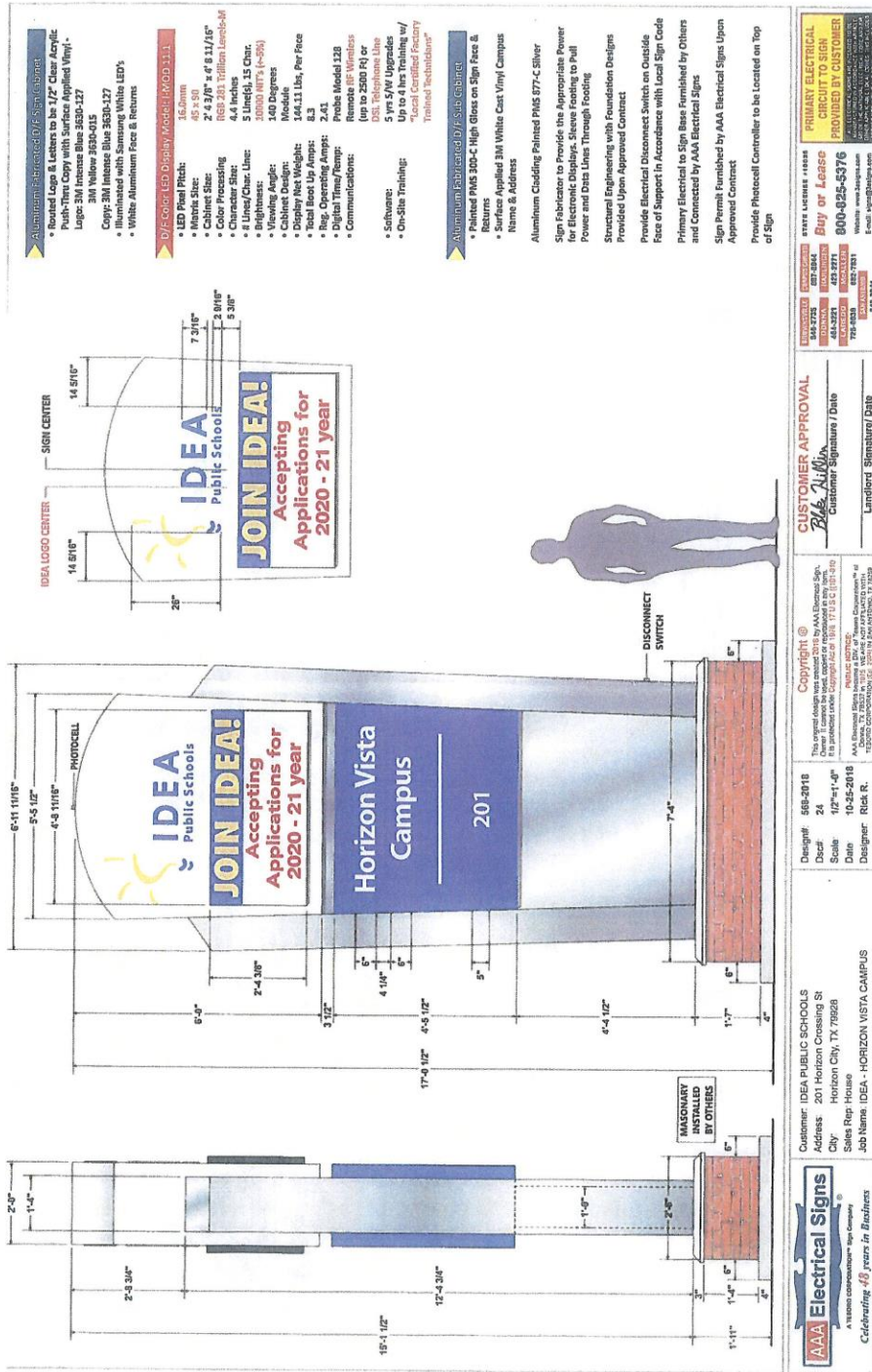
SITE PLAN KEY NOTE

1. 100' X 100' SOCCER FIELD
2. FUTURE PAVILION
3. PHASE 1 BUILDING
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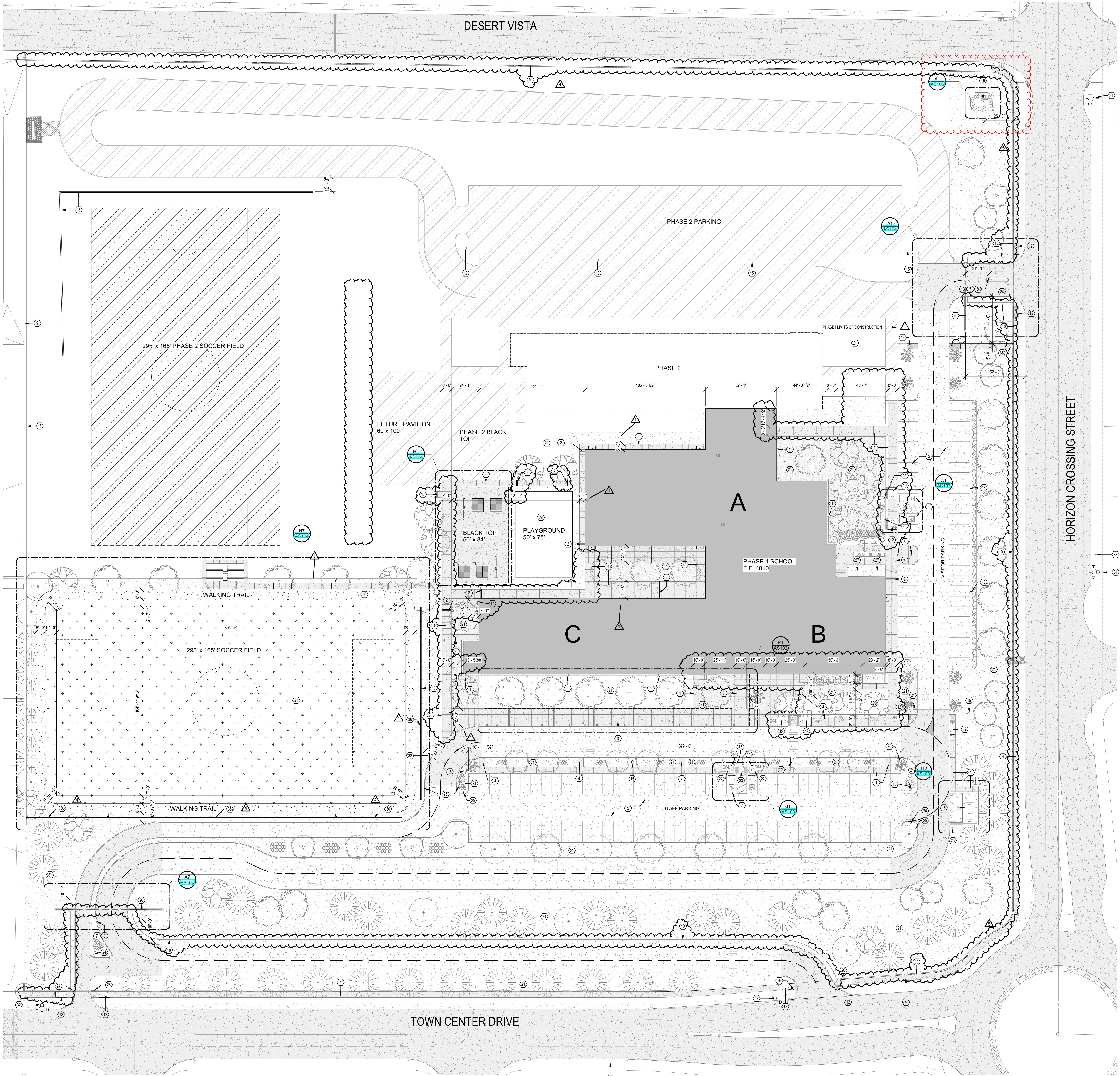
SITE PLAN LEGEND

- 100' X 100' SOCCER FIELD
- FUTURE PAVILION
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- PHASE 100 BUILDING

Attachment #6 -Sign Detail



DESERT VISTA



SITE PLAN GENERAL NOTES

1. FINISH GRADE TO BE 6" BELOW FINISH FLOOR ELEVATION SLOPE AWAY FROM ALL IMPROVEMENTS AT A RATE OF 1/4" PER FOOT FOR THE FIRST 10'-0", THEN AT A RATE OF 1/8" PER FOOT FOR THE NEXT 20'-0".
2. SIDE WALK SLOPE IS NOT TO EXCEED 1:20 WITH A CROSS SLOPE OF 1:50 AT ANY INSTANCE.
3. REFER TO CIVIL, LANDSCAPE AND MEP DRAWINGS FOR ADDITIONAL WORK TO BE PERFORMED UNDER THIS CONTRACT.
4. REFER TO ARCHITECTURAL SITE DETAIL SHEETS AS102, AS103, AS104, AS105 FOR FURTHER DETAILS AS REFERENCED BY CALLOUTS.
5. SIDEWALKS AT ALL ENTRANCES TO BE CONTOURED TO PROVIDE SAME LEVEL AS FINISH FLOOR AT SAME LOCATION.

SITE PLAN KEY NOTE

1. 1'-4" X 2'-0" SPLASH BLOCK REFER TO D16AS103
2. 12" SIDEWALK DRAIN REFER TO A16AS103
3. 10'-0" WIDE PRE-FINISHED PROTECTIVE COVER, RE: SPECIFICATION SECTION 17.10 PROTECTIVE COVERS
4. CONCRETE SIDEWALK
5. PARKING LOT
6. FLAG POLE REFER TO D6AS103
7. PEDESTAL MOUNTED KEYPAD CONTROL, AS SPECIFIED
8. KNIX BOX ELECTRIC GATE SWITCH, MOUNT TO SIDE OF KEYPAD PEDESTAL
9. 6" HIGH ROCK WALL FENCE REFER TO CIVIL SHEET C14-TYPICAL
10. ORNAMENTAL FENCE, REFER TO A12AS105, TYPICAL
11. ADA PARKING SPACE
12. SIDEWALK SLOPE 1:20
13. PEDESTAL VIDEO PHONE, REFER TO MEP
14. ADA SIGN
15. LIGHT POLE, REFER TO MEP
16. RETAINING WALL REFER TO CIVIL SHEET P11
17. EXTERIOR GRADE DRINKING FOUNTAINS
18. DUMPSTER REFER J12AS103
19. SIGN / MARQUEE
20. ALUMINUM SLIDING GATE AS SPECIFIED, WITH STEEL ANGLE GUIDE SET IN 12" WIDE CONCRETE APRON.
21. REFER TO LANDSCAPE
22. ADA RAMP SLOPE 1:12 MAX.
23. ASPHALT LANDING
24. STOP SIGN REFER TO D10AS103
25. DO NOT ENTER SIGN REFER TO D10AS103
26. ENTRANCE ONLY SIGN REFER TO D10AS103
27. HD GALV LOOP 11-BIKE RACK SET IN 18" DEEP CONCRETE FOOTINGS ON 10'-0" X 10'-0" CONCRETE PAD.
28. PLAYGROUND EQUIPMENT BY OWNER
29. MEP EQUIPMENT ENCLOSURE, REFER TO MEP
30. WALKING TRAIL
31. EXISTING FIRE HYDRANT
32. PROPOSED FIRE HYDRANT
33. TRAFFIC FLASHER REFER TO CIVIL
34. ROCK COLUMN, RE: A12AS105, TYPICAL. DELETE PER COST REDUCTION EXERCISE.
35. 3' WIDE GATE
36. 5' HIGH CHAINLINK FENCE, TYPICAL

SITE PLAN LEGEND

- TURF, REF. LANDSCAPING
- ROCK, REF. LANDSCAPING
- PHASE 2 SITE ELEMENTS
- CONCRETE
- BLACK TOP
- CHAINLINK FENCE
- ORNAMENTAL FENCE
- ROCK WALL
- ROLLING GATE
- FIRE HYDRANT, REF. CIVIL
- SITE LIGHTING, REF. MEP

ero architects
 300 S. 8th Street,
 McAllen, Tx 78501
 T 956-661-0400
 F 956-661-0401
 eroarchitects.com

CONSULTANTS:
18010 - IDEA PUBLIC SCHOOLS
 HORIZON TOWN CENTER, HORIZON CITY, TEXAS
IDEA PUBLIC SCHOOLS

IDEA Public Schools

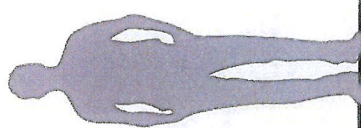
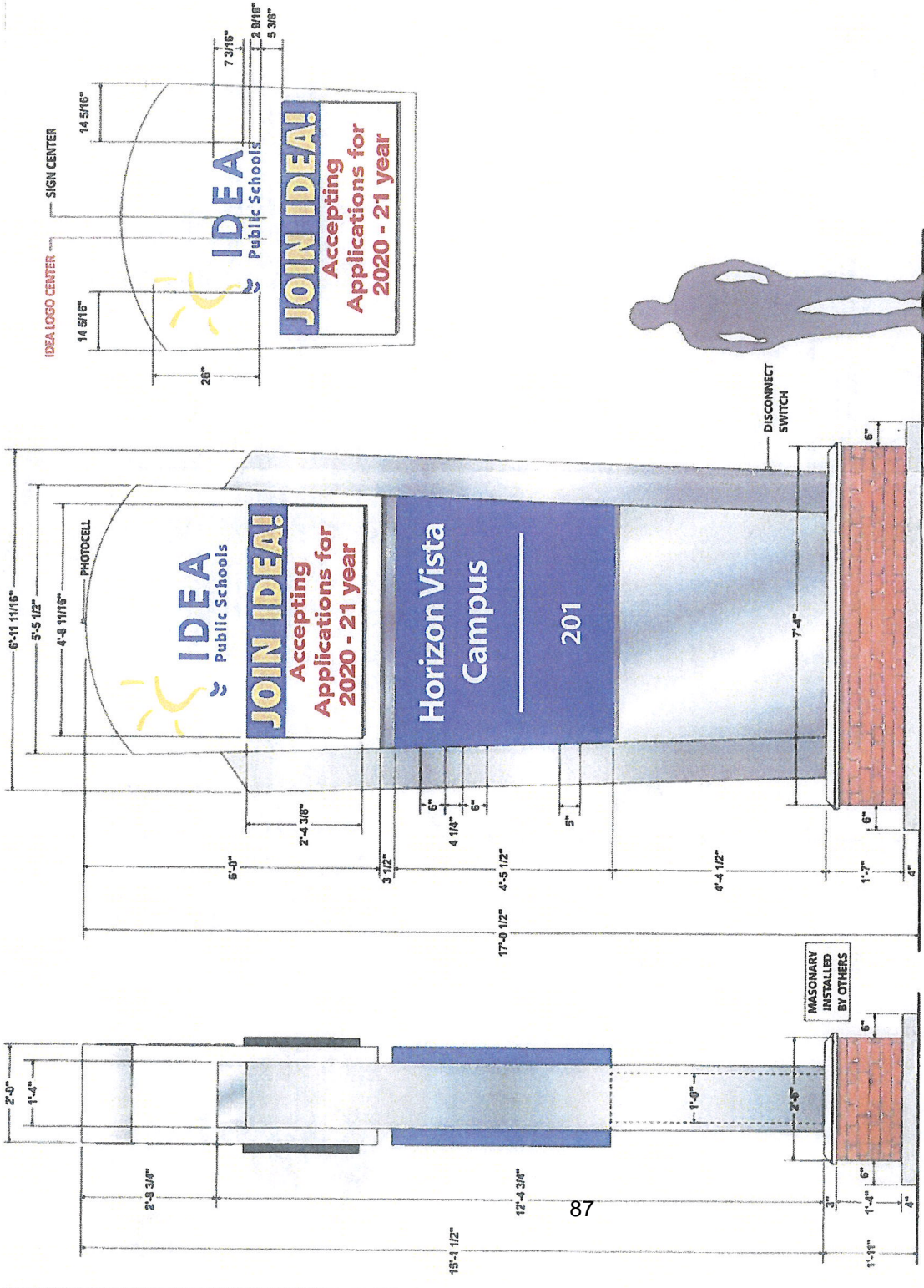
No.	Date	Description
1	06/10/19	ADDENDUM No. 03
2	08/14/19	ADDENDUM #0
3	07/26/19	PBA #1



PROJECT NO.: Project Number
 ISSUE DATE: 05/12/19
 Sheet Name
COMPOSITE SITE PLAN
 Sheet Number
AS101
 Project Status:
 ISSUED FOR CONSTRUCTION
 05/12/19

7/23/2019 8:52:30 PM
 B:\18010\18010 IDEA Horizon City Phase 1\18010 - Site Plan Modified.rvt

A1 COMPOSITE SITE PLAN
 1" = 30'-0"



- Aluminum Fabricated D/F Sign Cabinet**
- Routed Logo & Letters to be 1/2" Clear Acrylic Push-Thru Copy with Surface Applied Vinyl - Logo: 3M Intense Blue 3630-127 3M Yellow 3630-015 Copy: 3M Intense Blue 3630-127
 - Illuminated with Samsung White LED's
 - White Aluminum Face & Returns

- D/F Color LED Display Model: RMOD-11.1**
- LED Pixel Pitch: 16.0mm
 - Matrix Size: 45 x 50
 - Cabinet Size: 2' 4 3/8" x 4' 8 1/16"
 - Color Processing: RGB 281 Trillion Levels-M
 - Character Size: 4.4 Inches
 - # Lines/Char. Lines: 5 Line(s), 15 Char.
 - Brightness: 10000 NIT's (±5%)
 - Viewing Angle: 140 Degrees
 - Cabinet Design: Middle
 - Display Net Weight: 144.11 Lbs, Per Face 8.3
 - Total Boot Up Amps: 2.41
 - Reg. Operating Amps: 2.41
 - Digital Time/Temp: Remote RF Wireless
 - Communications: Probe Model 128 (Up to 2500 Ft) or DSL Telephone Line
 - Software: 5 yrs S/W Upgrades Up to 4 hrs Training w/ "Local Certified Factory Trained Technicians"
 - On-Site Training:

- Aluminum Fabricated D/F Sub Cabinet**
- Painted PMS 300-C High Gloss on Sign Face & Returns
 - Surface Applied 3M White Cast Vinyl Campus Name & Address

Aluminum Cladding Painted PMS 877-C Silver

Sign Fabricator to Provide the Appropriate Power for Electronic Displays. Sleeve Footing to Pull Power and Data Lines Through Footing

Structural Engineering with Foundation Designs Provided Upon Approved Contract

Provide Electrical Disconnect Switch on Outside Face of Support in Accordance with Local Sign Code

Primary Electrical to Sign Base Furnished by Others and Connected by AAA Electrical Signs

Sign Permit Furnished by AAA Electrical Signs Upon Approved Contract

Provide Photocell Controller to be Located on Top of Sign

AAA Electrical Signs
A TEXAS CORPORATION Sign Company
Celebrating 48 years in Business

Customer: IDEA PUBLIC SCHOOLS
Address: 201 Horizon Crossing St
City: Horizon City, TX 79828
Sales Rep: House
Job Name: IDEA - HORIZON VISTA CAMPUS

Design #: 568-2018
Disc#: 24
Scale: 1/2"=1'-0"
Date: 10-25-2018
Designer: Rick R.

Copyright ©
This original design was created 2018 by AAA Electrical Signs. Owner: It cannot be used, copied or reproduced in any form. It is protected under Copyright Act of 1976 17 U.S.C. §§ 101-510
AAA Electrical Signs, Inc. is a Texas Corporation, P.O. Box 1000, Dallas, TX 75222. WE ARE NOT AFFILIATED WITH "REDWOOD CORPORATION" (E) 2001 IN SAN ANTONIO, TX 78239

STATE LICENSE #16028
Buy or Lease
800-825-5376
Website: www.aaasigns.com
E-mail: aaasigns@aaasigns.com

CUSTOMER APPROVAL
Blair Wilson
Customer Signature / Date
Landlord Signature / Date

DISCONNECT SWITCH

MASONRY INSTALLED BY OTHERS



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: July 9, 2020

To: Honorable Mayor and Members of City Council

From: Michelle Padilla, Planning Director

SUBJECT: On a preliminary plat application for West Eastlake Estate Unit Two (SUB002442-2020), *legally described as being a portion of Section 31, Block 78, Township 3, Texas and Pacific Railroad Survey, Town of Horizon City, El Paso, County, Texas. Containing 19.28 acres +/-* Application submitted by Ithaca Development, LLC

On June 15, 2020, the Planning and Zoning Commission voted unanimously to recommend denial in accordance with the staff recommendation. The Commission also directed that City staff move forward with the revised plat that was submitted and review it ahead of the City Council meeting.

The plat, at the time that the agenda was released for the Planning and Zoning meeting, did not meet the minimum requirements for a preliminary plat. A revised plat was provided the day of the meeting, but had not been reviewed by staff. Staff informed the Commission that the review of the plat would be done ahead of the Council meeting and if it met the minimum requirements of the Subdivision regulations, a recommendation of approval would be presented to the City Council.

At the time that the City Council agenda is released, staff continues to work with the applicant to ensure that the plat meets the minimum requirements. Staff's recommendation will be provided at the City Council meeting.

Attached for your review is the a revised staff report from that which was presented to the Planning and Zoning Commission. The revision reflects the correct lot size of the smallest lots in the subdivision which do conform to the Planned Unit Development zoning district.



TOWN OF HORIZON CITY
Planning and Zoning Commission Staff Report
REVISED

Case No.: SUB002442-2020-West Eastlake Estates Unit Two
Application Type: Preliminary Plat Subdivision Application
P&Z Hearing Date: June 15, 2020
Staff Contact: Michelle Padilla, Planning Director
915-852-1046 ext.105; mpadilla@horizoncity.org

Address/Location: North of Horizon Blvd. East of N. Kenazo, adjacent to Piemonte Village Unit One & West Eastlakes Estates Unit One

Legal Description: Being a portion of section 31, Block 78, Township 3, Texas and Pacific Railroad Survey, Town of Horizon City, El Paso County Texas

Acreage: 19.628 ± Acres

Existing Use: Vacant

Existing Zoning: PUD - Planned Unit Development

Owner: Ithaca Development, LLC

Applicant: Ithaca Development, LLC

Surrounding Zoning and Land Use:

North: PUD- Planned Unit Development

South: PUD- Piemonte Village Unit One (Current Development)

East: R-2 (Residential) -Single Family Units

West: A-1 (Apartments) - Apartments

Future Land Use Designation: Hight Density-Single Family Homes

Nearest Park: Desmond “Corky” Corcoran Park

Nearest School: Desert Hills Elementary

Application History & Description:

The applicant is proposing a 119 lot subdivision for single family units one acre park and a drainage pond with a size of 32,100 square feet in size in the planned unit development. The smallest lot measures approximately ~~4,910.82~~ 4,500 square feet and the largest is 6,300 square feet in size.

This area is being developed in accordance with the Planned Unit Development (PUD) requirements of the Zoning Ordinance and the development plan that was approved as part of the rezoning of this area to PUD. The development plan includes an overall parks and

open space plan that includes a park in the vicinity of this subdivision. In order to meet this requirement, the applicant is proposing to improve and dedicate a one-acre park.

Staff Recommendation:

Staff recommends *denial* of the proposed subdivision as it does not comply with the preliminary plat requirements in Section 4.2 of the Subdivision Ordinance in Chapter 10 of the Municipal Code. In order to provide the City with the 15 day review period in accordance with the Texas Local Government Code, it is recommended that the Developer submit revised plats and/or additional documentation by no later than **June 26, 2020**.

Planning Comments:

1. In accordance with the application that was submitted, please provide a preliminary plat that conforms to Section 4.2 of the Subdivision Ordinance in Chapter 10 of the Municipal Code. As submitted, the plat does not conform to such requirements and cannot be forwarded with a favorable recommendation.
2. Ensure that the plat and the location map include the property details for all areas surrounding the property within boundaries of the plat. As submitted, no information was provided for the area abutting the northern boundary of the subdivision.
3. Legal description is missing “Town of Horizon City” before El Paso County, Texas
4. Current topographic information missing
5. Lot count for SFU missing
6. Lot count for pond and park
7. Lots are missing proposed addresses (require 911 District approval)
8. Table listing street names missing (require 911 District approval)
9. Delete Signature Block (Acknowledgment, etc.) on preliminary plat (applicable for final)
10. List zoning on face of plat as Planned Unit Development
11. List School District on face of plat
12. Using a table, please list all revision dates on face of plat

Parkland Fees Calculation:

- \$47,600 - Count is approximately 119 SFU, waiting for developer to confirm.
(119 * 400 = \$47,600)

Public Works Comments:



HORIZON CITY

Incorporated 1988

Public Works Department

West Eastlake Estates U-2 (Preliminary Plat)

REVIEW#1 6/1/2020

1. Provide Bearing at centerline of Chad Levitt Way. Bearing shown is located outside subdivision boundary line.
2. Lot 36, Block 8 and Lot 22, Block 14 are missing the distance at front and back.
3. Street abbreviations on this plat are inconsistent (see WAY, DRIVE, LANE).
4. Curve Data and Line Data table numbers must follow chronological order.
5. Missing L49, L50 on table.
6. Provide the total acreage for each lot below the lot number.
7. Provide Closure with metes and bounds description on the final plat.
8. Missing Benchmark and Datum information.
9. Provide legal description for the adjacent properties.
10. Provide the total number of lots.
12. Provide a list for the proposed streets on the plat.
13. Provide a note on the plat prohibiting direct access through Orsini Blvd.
14. Missing addresses. El Paso County 9-1-1 District approval is required for the addresses on the final plat.

14999 Darrington Road * Horizon City, Texas 79928 * (915)852-1875 * Fax (915)852-1005

City Engineer Comments:

On June 3, 2020 the following comments were received.

West Eastlake Estates, Unit II

Summary of Recommended Conditions for Preliminary Plat Approval:

The Town Engineer recommends the following:

1. Provide a Preliminary Plat that follows the requirements of SECTION 4. SUBDIVISION APPLICATION PROCEDURE AND APPROVAL PROCESS of the Town's Municipal Code of Ordinances, including:
 - current topographic information as prescribed from the aforementioned subdivision application procedures,
 - typical street cross-sections,
 - The name of the adjoining subdivisions, and
 - U.S. Postal neighborhood delivery and collection box unit locations.
 - Provide a metes and bounds description for the subdivision.
2. Indicate on the plat the type of land use that is being developed in the subdivision (neighborhood edge, mixed residential, etc.), and
3. Provide the location, number, and percentage of housing types that will be developed in this plat for the approved PUD.
4. Provide updated masterplan for the PUD.

West Eastlake Estates, Unit II

Summary of Recommended Conditions for Final Plat Approval:

The Town Engineer recommends the following:

1. Update and correct the "ACKNOWLEDGEMENT" to take place in the STATE OF TEXAS, COUNTY OF EL PASO and using the current year.
2. Provide a metes and bounds description for the plat.
3. Coordinate with the Town of Horizon City with regard to any additional comments they may have.

911 District Comments:

Pending approval on street names and addressing on a revised preliminary and final plat.

Fire Department:

No comments received.

Additional Requirements:

1. Within six (6) months of the approval of the preliminary plat by the City Council, a final plat application will need to be submitted for approval.
2. Submit Covenants, Conditions, and Restrictions.

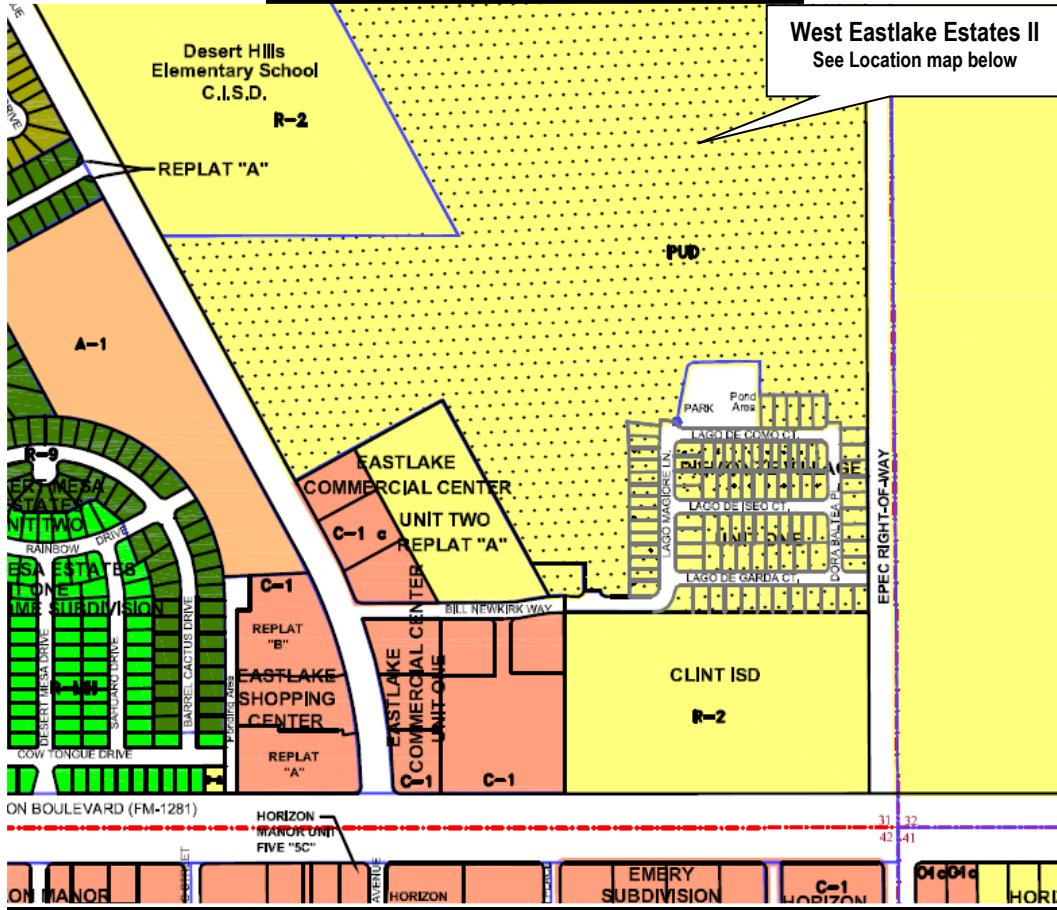
Attachments:

- 1 - Aerial View
- 2 - Zoning & Location Map
- 3 - Preliminary Plat Map
- 4 - Application

Attachment 1: Aerial View



Attachment 2: Zoning & Location Map



Attachment 4: Preliminary Plat Subdivision Application

SUB002422-2020



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

**MAJOR SUBDIVISION
 PRELIMINARY APPLICATION**

SUBDIVISION PROPOSED NAME: West Eastlake Estates, Unit II SUBMITTAL DATE: 05-22-2020

1. LEGAL DESCRIPTION FOR THE AREA INCLUDED ON THIS PLAT (TRACT, BLOCK, GRANT, etc.)
 A 19.628 acre subdivision located in the town of Horizon City, El Paso County, Texas being a portion of section 31, block 78, township 3 Texas and Pacific Railroad survey, El Paso County, Texas

2. PROPERTY LAND USES:

	ACRES	SITES		ACRES	SITES
SINGLE-FAMILY	<u>12.661</u>	_____	OFFICE	_____	_____
DUPLEX	_____	_____	STREET & ALLEY	<u>5.227</u>	_____
APARTMENT	_____	_____	PONDING & DRAINAGE	<u>0.736</u>	_____
MOBILE HOME	_____	_____	INSTITUTIONAL	_____	_____
P.U.D.	_____	_____	OTHER	_____	_____
PARK (Min 1 acre)	<u>1.004</u>	_____	_____	_____	_____
SCHOOL	_____	_____	_____	_____	_____
COMMERCIAL	_____	_____	TOTAL NO. SITES	_____	_____
INDUSTRIAL	_____	_____	TOTAL (GROSS) ACREAGE	<u>19.628</u>	_____

3. WHAT IS THE EXISTING ZONING OF THE PROPERTY DESCRIBED ABOVE? P.U.D 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) Street and Underground Storm to Ponds
7. IF SINGLE-FAMILY OR DUPLEX DEVELOPMENT IS PROPOSED: AVERAGE FLOOR AREA OF HOUSES To Be Determined
8. ARE SPECIAL IMPROVEMENTS PROPOSED IN CONNECTION WITH THE DEVELOPMENT? YES NO
9. IS A MODIFICATION OF ANY PORTION OF THE SUBDIVISION ORDINANCE PROPOSED? YES NO
- IF ANSWER IS "YES", PLEASE EXPLAIN THE NATURE OF THE MODIFICATION _____
10. WHAT TYPE OF LANDSCAPING IS PROPOSED? PARKWAY MEDIANS OTHER To Be Determined
11. REMARKS AND/OR EXPLANATION OF SPECIAL CIRCUMSTANCES: N/A

12. WILL PLAT BE RECORDED PRIOR TO SUBDIVISION IMPROVEMENTS BEING COMPLETED & APPROVED? YES NO N/A INITIALS DS NB
 IF YES, submit REQUIRED GUARANTEE (SECTION 4.10.3 & 8.1.7, Municode Chapter 10) OR Improvement Cost Estimates & Construction Agreement

13. WILL ANY RESTRICTIONS AND COVENANTS BE RECORDED WITH PLAT? YES NO INITIALS _____ IF YES, PLEASE SUBMIT COPY.

14. OWNER OF RECORD	<u>Ithaca Development, LLC</u> (NAME & ADDRESS)	<u>nick@mycasasdeleon.com</u> (EMAIL)	<u>(915) 584-5050</u> (PHONE)
15. DEVELOPER	<u>Ithaca Development, LLC</u> (NAME & ADDRESS)	<u>nick@mycasasdeleon.com</u> (EMAIL)	<u>(915) 584-5050</u> (PHONE)
16. ENGINEER	<u>ESSCO International, Inc.</u> (NAME & ADDRESS)	<u>ahernandez@esscogroup.org</u> (EMAIL)	<u>(915) 533-1102</u> (PHONE)
17. APPLICANT	<u>Ithaca Development, LLC</u> (NAME & ADDRESS)	<u>nick@mycasasdeleon.com</u> (EMAIL)	<u>(915) 584-5050</u> (PHONE)
18. REP/POINT OF CONTACT	<u>ESSCO International, Inc.</u> (NAME & ADDRESS)	<u>ahernandez@esscogroup.org</u> (EMAIL)	<u>(915) 533-1102</u> (PHONE)

NOTE:
 Applicant is responsible for all expenses incurred by the City in connection with the Preliminary Plat approval request, including but not limited to attorney's fees, engineering fees and publication. Charges exceeding deposit will be invoiced separately. Initials DS NB
 Applicant Signature Mick Bombach EMAIL _____

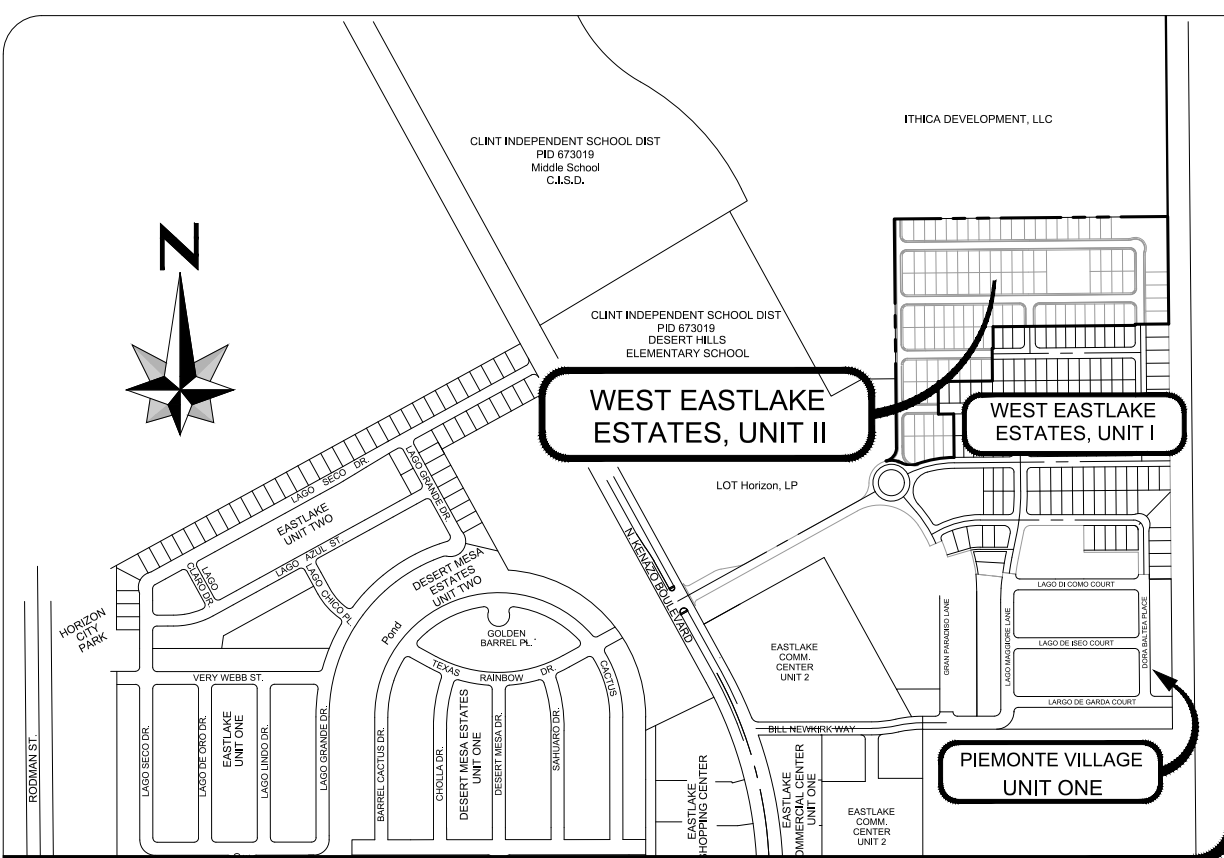
APPLICATION MUST BE COMPLETE & VALIDATED PRIOR TO SUBDIVISION PROCESSING
 Acceptance of fee does not grant acceptance of application.
 Non Refundable Deposit \$500.00 | Application Fee: \$100

WEST EASTLAKE ESTATES, UNIT II

- PRELIMINARY PLAT -

A 19.776 ACRE SUBDIVISION LOCATED IN THE TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS, BEING A PORTION OF SECTION 31, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILROAD SURVEY, TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS

DATE OF SURVEY: APRIL 24, 2020



LOCATION MAP SCALE: 1" = 600'

DEDICATION

STATE OF TEXAS
COUNTY OF EL PASO
ITHACA DEVELOPMENT, LLC, OWNER OF THIS LAND, DOES HEREBY PRESENT THIS MAP AND DEDICATE TO THE USE OF THE PUBLIC, DRAINAGE EASEMENTS, ALLEYS, PARKPONDS, MEDIANS, AND UTILITY EASEMENTS AS HEREON LAID DOWN AND DESIGNATED, INCLUDING EASEMENT FOR OVERHANG OF SERVICE WIRES FOR POLE UTILITIES AND BURIED SERVICE WIRES, CONDUITS AND PIPES FOR UNDERGROUND UTILITIES AND THE RIGHT TO INGRESS AND EGRESS FOR SERVICE AND CONSTRUCTION AND THE RIGHT TO TRIM INTERFERING TREES AND SHRUBS.

NICOLAS A BOMBACH
SOLE MANAGING MEMBER
ITHACA DEVELOPMENT, LLC

CURVE	LENGTH	RADIUS	DELTA	CH BEARING	CH DIST	TAN
C75	116.19	110.00	090°00'00"	N29°27'59"E	110.00	63.51
C76	22.86	437.94	002°59'26"	S87°58'15"W	22.86	11.43
C77	45.26	437.94	005°55'19"	S83°30'53"W	45.24	22.65
C78	46.01	437.94	008°01'12"	S77°32'38"W	45.99	23.03
C79	28.98	437.94	003°47'27"	S72°38'18"W	28.97	14.49
C80	17.83	110.00	009°17'04"	S75°23'07"W	17.81	8.93
C81	39.22	110.00	020°25'45"	S89°45'28"W	39.01	19.82
C82	64.19	40.11	091°42'17"	N49°53'56"W	57.56	41.32
C83	31.42	20.00	090°00'00"	S44°27'58"W	28.28	20.00
C84	31.42	20.00	090°00'00"	N45°32'02"W	28.28	20.00
C85	31.42	20.00	090°00'00"	N44°27'58"W	28.28	20.00
C86	31.42	20.00	089°59'58"	N45°32'01"W	28.28	20.00
C87	31.42	20.00	090°00'00"	N44°27'58"W	28.28	20.00
C88	31.42	20.00	090°00'00"	N45°32'02"W	28.28	20.00
C89	31.42	20.00	090°00'00"	N44°27'58"W	28.28	20.00
C90	31.42	20.00	090°00'00"	N45°32'02"W	28.28	20.00
C91	15.47	50.00	017°43'41"	N80°36'08"E	15.41	7.80
C92	109.48	50.00	125°27'22"	S45°32'02"E	88.88	96.99
C93	15.47	50.00	017°43'41"	S08°19'48"W	15.41	7.80
C94	31.42	20.00	090°00'00"	S44°27'58"W	28.28	20.00
C95	31.42	20.00	090°00'00"	N45°32'02"W	28.28	20.00
C96	31.42	20.00	090°00'00"	N45°32'02"W	28.28	20.00
C97	28.59	20.00	084°46'54"	S47°04'31"W	26.97	18.26
C98	31.42	20.00	090°00'00"	N45°32'02"W	28.28	20.00
C99	31.42	20.00	090°00'00"	N44°27'58"W	28.28	20.00
C100	31.42	20.00	090°00'00"	N45°32'02"W	28.28	20.00
C101	111.83	110.00	058°14'50"	N30°20'33"E	107.07	61.28
C102	63.55	301.96	012°03'28"	N36°01'44"E	63.43	31.89
C103	143.11	437.94	18°43'25"	S80°06'16"W	142.47	72.20
C104	83.44	110.00	43°27'37"	S87°31'37"E	81.45	43.84
C105	216.91	110.00	112°59'04"	S57°42'40"W	183.44	166.14
C106	89.87	110.00	046°48'40"	S76°08'21"W	87.39	47.61
C107	31.53	25.00	072°15'08"	S43°25'01"E	29.48	18.25
C108	46.51	147.00	018°07'37"	S01°46'20"W	46.31	23.45
C109	49.10	214.00	013°06'43"	N06°02'19"E	48.99	24.66

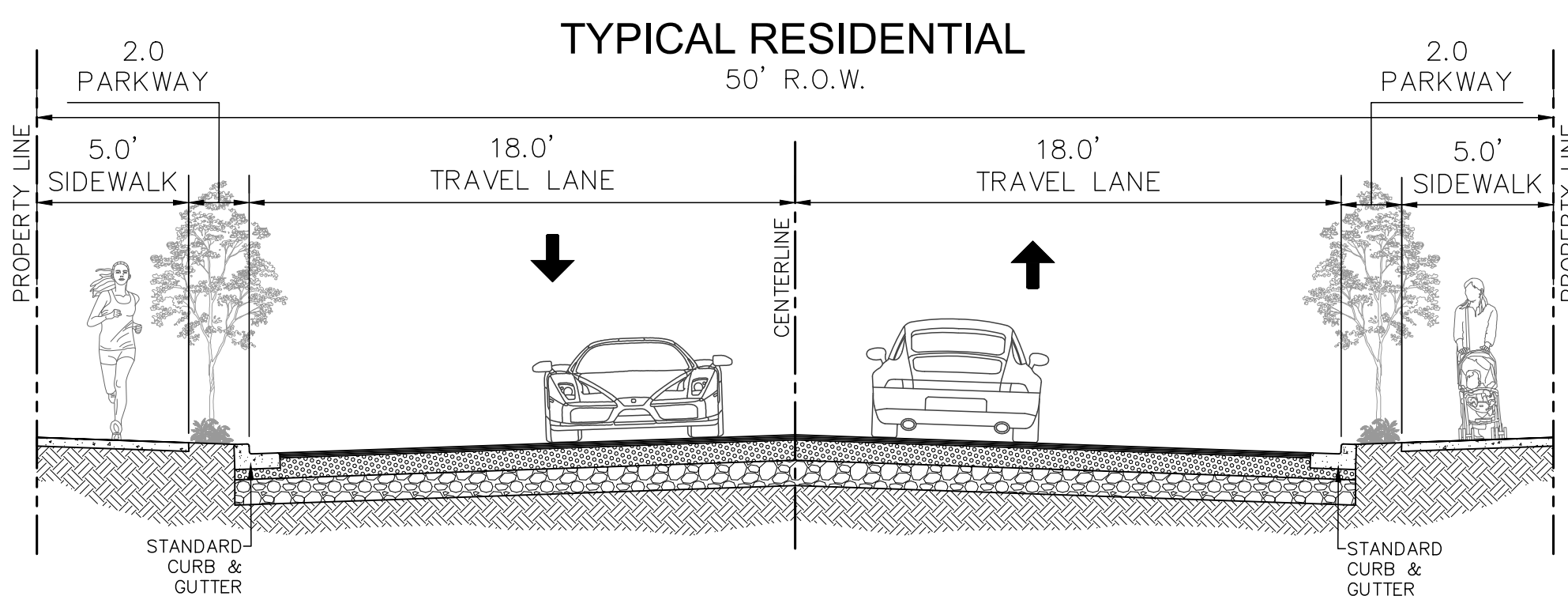
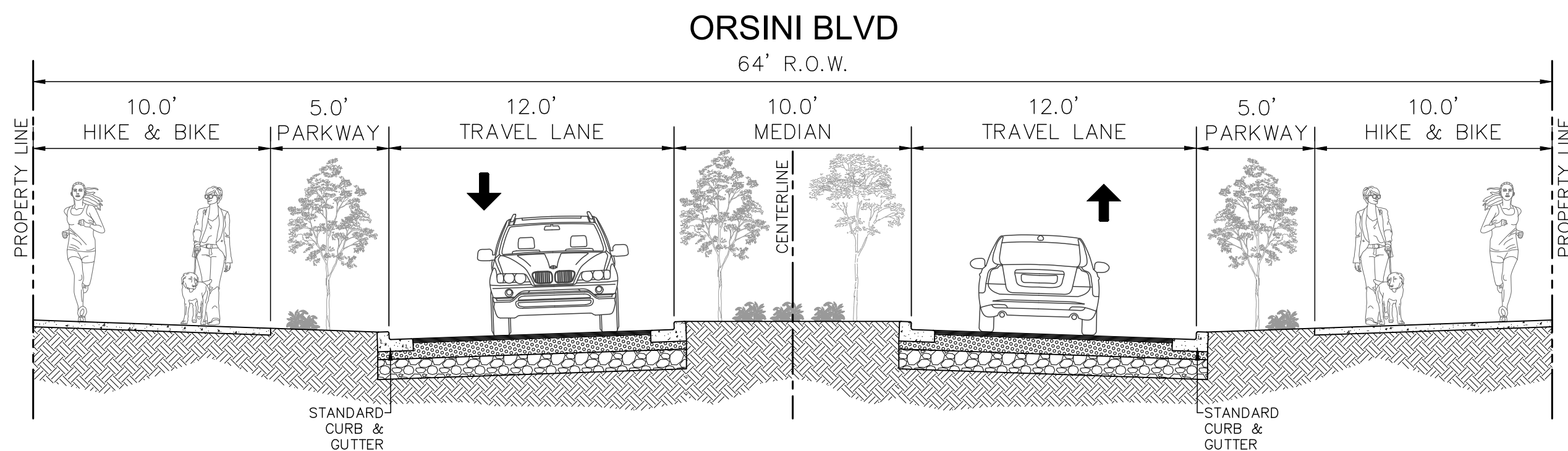
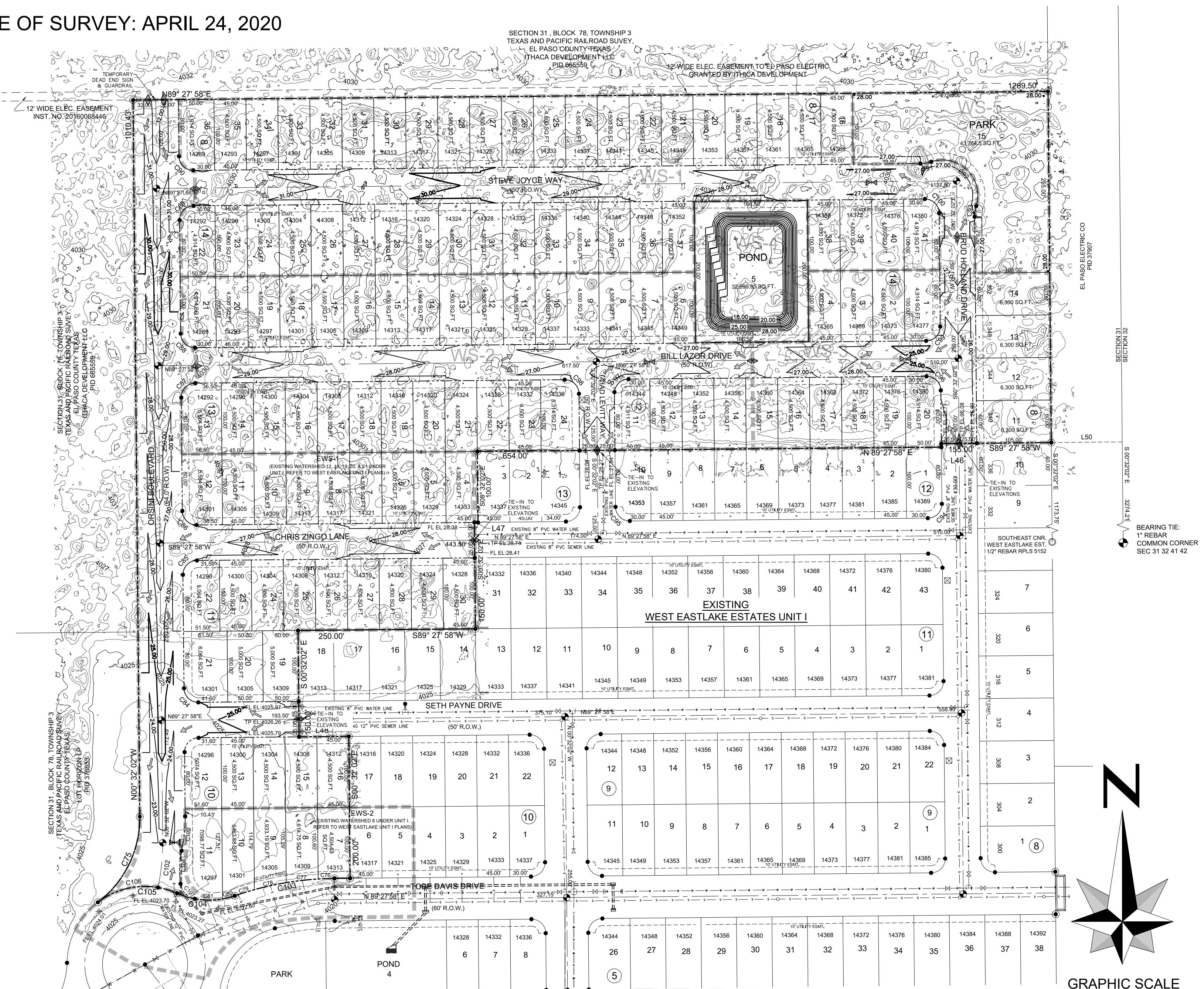
UNIT II - AREA TABLE		
DESCRIPTION	ACRES	SQ. FT.
RESIDENTIAL	12.668	551857.66
RIGHT - OF - WAY	5.367	233791.16
PONDING AREA	0.736	32066.16
PARK	1.004	43734.24
TOTAL	19.776	861443.22

ROADWAY NAME TABLE		
NAME	WIDTH	TYPE
TOBE DAVIS DRIVE	60'	MINOR LOCAL
ORSINI BOULEVARD	64'	
SETH PAYNE DRIVE	50'	MINOR LOCAL
CHRIS ZINGO LANE	50'	MINOR LOCAL
BILL LAZOR DRIVE	50'	MINOR LOCAL
STEVE JOYCE WAY	50'	MINOR LOCAL
BRUD HOLLAND DRIVE	50'	MINOR LOCAL
CHAD LEVITT WAY	50'	MINOR LOCAL

LINE TABLE	
LINE	DIRECTION
L46	N00°32'02"W
L47	S89°27'58"W
L48	S89°27'58"W
L50	N89°28'00"E

LOT COUNT TABLE	
TYPE	TOTAL
SINGLE FAMILY UNIT	118
PARKS	1
PONDING	1

SITE INFORMATION
ZONING: PLANNED UNIT DEVELOPMENT
SCHOOL DISTRICT: CLINT ISD
TYPE OF LAND: RESIDENTIAL



PLAT NOTES AND RESTRICTIONS:

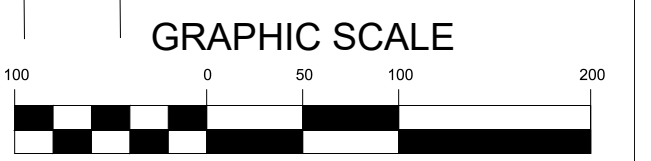
- ALL LOT CORNERS WILL BE MARKED WITH 1/2" INCH DIAMETER REBARS WITH YELLOW PLASTIC CAPS AND SET UPON COMPLETION OF CONSTRUCTION IMPROVEMENTS.
- ALL BLOCK CORNERS WILL BE MARKED WITH 3/4" INCH DIAMETER REBARS WITH RED PLASTIC CAPS AND SET UPON COMPLETION OF CONSTRUCTION IMPROVEMENTS. IDENTIFIED BY: ●
- ACCORDING TO THE FEDERAL EMERGENCY MAPPING AGENCY, FLOOD INSURANCE RATE MAP, PANEL No. 480212 0250 B, DATED SEPTEMBER 4, 1991, THIS PROPERTY APPEARS TO LIE WITHIN ZONE X, WHICH BY DEFINITION IS NOT A SPECIAL FLOOD HAZARD AREA.
- THIS PROPERTY LIES WITHIN CLINT INDEPENDENT SCHOOL DISTRICT.
- LOCATION OF PROPOSED CITY MONUMENTS.
- THE DEVELOPER WILL PROVIDE WATER AND SANITARY SEWER CONNECTIONS TO ALL THE LOTS AND WILL MEET ALL STATE STANDARDS AND REQUIREMENTS.
- PROPOSED LOCATION OF NDCBU, U.S. POSTAL SERVICE DELIVERY WILL BE PROVIDED THROUGH NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS. ☐
- BOUNDARY CONSTRUCTION BASED ON THE FOLLOWING RECORD DOCUMENTS:
PLAT OF SURVEY BY GEM SURVEYING, DATED FEBRUARY 13, 2015
WARRANTY DEED, DATED FEBRUARY 1, 2016, RECEPTION NO. 20160007283
- NO DIRECT ACCESS THROUGH ORSINI BOULEVARD IS PERMITTED.
- PROJECT BENCHMARK IS A 3" CITY OF HORIZON MONUMENT IN A HAND HOLE, LOCATED NEAR THE CENTERLINE OF BILL NEWKIRK WAY, LOCATED APPROXIMATELY 500 FEET EAST OF KENAZO BOULEVARD. BENCHMARK ELEVATION IS 4015.16, NAVD 1988.

THIS PLAT REPRESENTS A SURVEY ON THE GROUND PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND COMPLIES WITH THE PROFESSIONAL LAND SURVEYING PRACTICE ACT.

KERY W. GREINER, RPLS
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE No. 5098

PRINCIPAL CONTACTS:

Name	Address	City & Zip	Phone
OWNER:	Ithaca Development, LLC.	303 N. Oregon Street #1220	El Paso Texas 79901 (915) 584-5050
ENGINEER:	ESSCO International, Inc.	1000 Newman	El Paso Texas 79902 (915) 533-1102
SURVEYOR:	Kery Greiner	P.O. BOX 183	Organ, NM 88052 (575) 635-0176



- LEGEND**
- INDICATES FOUND 1/2" REBAR RPLS 5152
 - INDICATES 1/2" SET REBAR W/PLASTIC CAP TX 5098
 - INDICATES 1/2" SET REBAR W/PLASTIC CAP TX 5098

DATE OF PREPARATION:
MAY 20, 2020
REVISION TABLE:
MAY 22, 2020 - AG - 1ST ROUND COMMENTS
JUNE 22, 2020 - AG - 2ND ROUND COMMENTS



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: July 10, 2020

To: Honorable Mayor and Members of City Council

From: Michelle Padilla, Planning Director

SUBJECT: On a request to accept the street and drainage improvements constructed with the Horizon Town Center Unit Three subdivision (SUB-002416-2019) for maintenance and to accept the required maintenance bond.

A majority of the subdivision improvements have been inspected and approved by the City's Public Works Director and the Town Engineer. However, the construction of Desert Vista Avenue created a change in the height of the rock wall that is part of the perimeter wall of the ponding area that serves the hospital site along the northern right-of-way line. Most of the rock wall is now shorter than the six-foot height requirement. The developer is working with the abutting property owner to obtain a right-of-entry onto the pond site to raise the rock wall to six feet and remove two section of wrought iron fencing and fill in those sections in with rock and mortar. Since this work is still pending, the developer has not completed the required sidewalk along this section of wall to avoid damage and the need for replacement once the rock wall is completed.

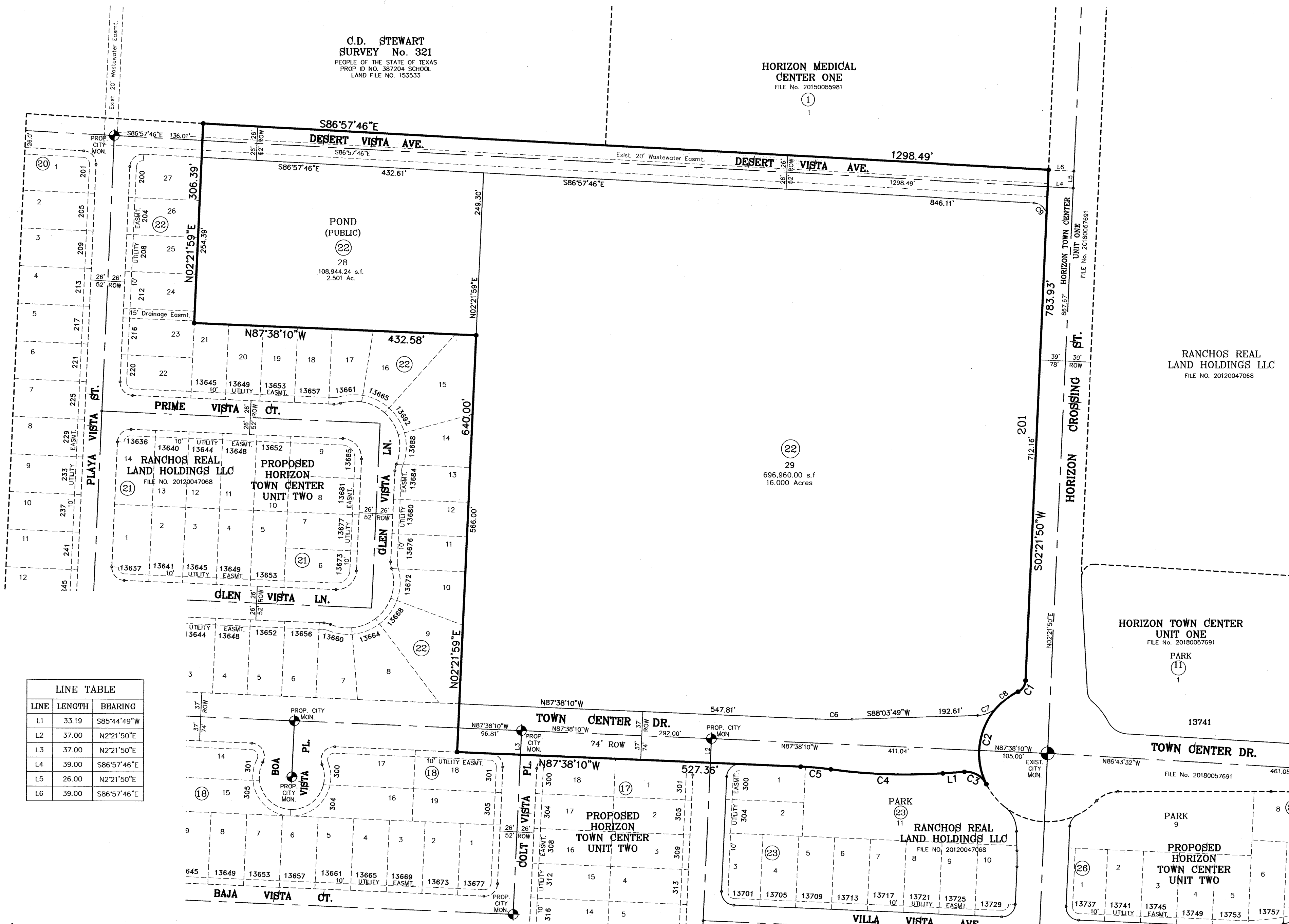
Staff recommends that the City Council conditionally accept the completed improvements; i.e., the ponding area and the two roadways with the exception of the described missing section of sidewalk, and authorize the Mayor or his designee to accept the full street and drainage improvements for maintenance once the following conditions are met:

1. The pending sidewalk is completed by the developer, inspected and approved by the Public Works Director and/or the City Engineer.
2. The rock wall is completed by the developer, inspected and approved by the Building Official or his designee.
3. The maintenance bond in the amount of \$78,313.05 shall also be provided and the warranty period shall remain in place for one year from the date that the Mayor or his designee accepts the full improvements, to include the pending sidewalk.
4. The final certificate of occupancy for the IDEA Public School will be issued once the full subdivision improvements are accepted by the Mayor or his designee and the site has received an approved final inspection. The Building Official is authorized to issue a temporary certificate of occupancy once the site has received an approved final inspection from the Fire Marshal with the Emergency Services District #1.

HORIZON TOWN CENTER UNIT THREE

BEING A PORTION OF C.D STEWART SURVEY NO. 321,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS
CONTAINING: 21.482 ACRES

- NOTES:**
- TAX CERTIFICATE FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
INSTRUMENT No. 20190003589 DATE 1-15-19
 - RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
INSTRUMENT No. 20190009713 DATE 10/16/19
 - LOT CORNERS WILL BE SET UPON COMPLETION OF CONSTRUCTION OF ROADWAYS AND UTILITIES.
 - SET 1/2" REBAR WITH CAP MARKED TX 5152 AT ALL EXTERIOR BOUNDARY CORNERS UNLESS OTHERWISE NOTED.
 - ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANELS NO 480212-250B AND 237B, DATED SEPTEMBER 4, 1991, PROPERTY IS IN FLOOD HAZARD ZONE X.
 - BEARINGS BASED ON THE MONUMENTS FOUND ALONG THE CENTERLINE OF TOWN CENTER DR., RECORDED IN THE PLAT OF HORIZON TOWN CENTER UNIT ONE, FILE NO. 20180057691, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS.
 - NO ROADS WILL BE MAINTAINED BY THE TOWN UNTIL PAVED BY THE SUBDIVIDER OR PROPERTY OWNER AND LEGALLY APPROVED AND ACCEPTED BY THE TOWN (SECTION 4.9.1.7, SUBDIVISION ORDINANCE #25).
 - PROVIDED CERTIFICATION THAT ALL UTILITIES HAVE APPROVED LOCATIONS OF EASEMENTS AND THAT SERVICE WILL BE PROVIDED TO DEVELOPMENT.
 - ENSURE THAT PLAT COMPLIES WITH TBPLS REQUIREMENTS.
 - LOT 29, BLOCK 22 WILL HAVE AN ON-SITE POND SHARED WITH HORIZON TOWN CENTER UNIT TWO.
 - GRADING PLAN/PERMIT IS REQUIRED AT THE TIME OF THE BUILDING PERMIT.
 - WATER, SEWER, ELECTRIC AND GAS UTILITIES WILL BE AVAILABLE.



METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of C.D Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at an existing brass disk City Monument at the centerline intersection of Town Center Dr. and Horizon Crossing St. from which an existing brass disk City Monument at the centerline intersection of Town Center Dr. and Park Vista Pl. bears, South 86°43'32" East a distance of 461.05 feet; thence, along centerline of Horizon Crossing St. North 02°21'50" East a distance of 893.67 feet to a point; thence, leaving said centerline North 86°57'46" West a distance of 39.00 feet to a point on the westerly right-of-way line of Horizon Crossing St., recorded in Horizon Town Center Unit One, in Clerks File No. 20180057691, Real Property Records of El Paso County, Texas for the "True Point of Beginning".

Thence, South 02°21'50" West a distance of 783.93 feet to a point;

Thence, 21.58 feet along the arc of a curve to the right which has a radius of 20.00 feet an interior angle of 61°50'09" a chord which bears South 33°16'55" West a distance of 20.55 feet to a point;

Thence, 166.98 feet along the arc of a curve to the left which has a radius of 105.00 feet an interior angle of 91°07'01" a chord which bears South 18°38'29" West a distance of 149.93 feet to a point;

Thence, 41.13 feet along the arc of a curve to the left which has a radius of 35.00 feet an interior angle of 67°20'09" a chord which bears North 60°35'06" West a distance of 36.91 feet to a point;

Thence, South 85°44'49" West a distance of 33.19 feet to a point;

Thence, 172.31 feet along the arc of a curve to the right which has a radius of 815.50 feet an interior angle of 12°06'23" a chord which bears North 89°12'00 West a distance of 171.99 feet to a point;

Thence, 46.47 feet along the arc of a curve to the left which has a radius of 485.00 feet an interior angle of 05°29'21" a chord which bears North 84°33'29" West a distance of 46.45 feet to a point;

Thence, North 87°38'10" West a distance of 527.36 feet to a point;

Thence North 02°21'59" East a distance of 640.00 feet to a point;

Thence, North 87°38'10" West a distance of 432.58 feet to a point;

Thence, North 02°21'59" East a distance of 306.39 feet to a point;

Thence South 86°57'46" East a distance of 1298.49 feet to the "TRUE POINT OF BEGINNING" and containing 935,735.82 Square Feet or 21.482 acres of land more or less.

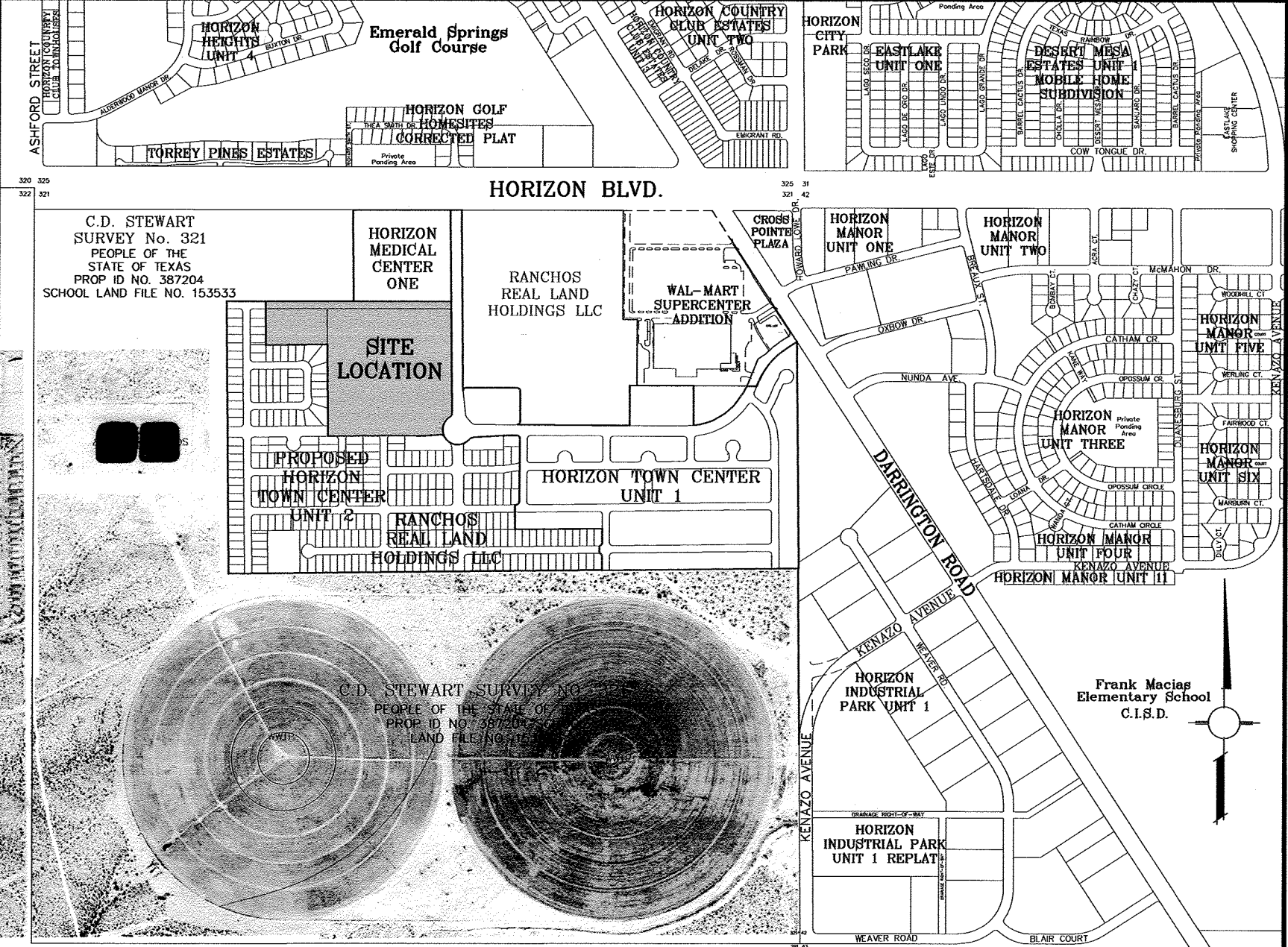
CURVE TABLE

CURVB	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	20.00'	21.58'	11.98'	20.55'	S33°16'55"W	61°50'09"
C2	105.00'	166.98'	107.07'	149.93'	S18°38'29"W	91°07'01"
C3	35.00'	41.13'	23.31'	38.81'	N60°35'06"W	67°20'09"
C4	815.50'	172.31'	86.48'	171.99'	N89°12'00"W	12°06'23"
C5	485.00'	46.47'	23.25'	46.45'	N84°33'29"W	52°29'21"
C6	735.00'	55.17'	27.60'	55.15'	N89°47'10"W	41°8'02"
C7	45.00'	35.12'	18.51'	34.23'	S65°42'29"W	44°42'39"
C8	105.00'	38.20'	19.32'	37.99'	S53°46'35"W	20°50'50"
C9	20.00'	31.18'	19.77'	28.12'	S42°17'58"E	89°19'36"

LINE TABLE

LINE	LENGTH	BEARING
L1	33.19	S85°44'49"W
L2	37.00	N22°1'50"E
L3	37.00	N22°1'50"E
L4	39.00	S86°57'46"E
L5	26.00	N22°1'50"E
L6	39.00	S86°57'46"E

LOCATION MAP 1" = 1000'



SCHOOL DISTRICT
SOCORRO INDEPENDENT SCHOOL DISTRICT
12300 EASTLAKE DRIVE

PRINCIPAL CONTACTS:

Name	Address	City & Zip	Phone	Fax
OWNER: DOUGLAS A. SCHWARTZ	6080 SURETY DR. STE 300	EL PASO COUNTY, TEXAS 79905	(915) 592-0290	
ENGINEER: YVONNE C. CURRY	6080 SURETY DR. STE 100	EL PASO, TX. 79905	(915) 592-0283 (915) 592-0286	
SURVEYOR: RON R. CONDE	6080 SURETY DR. STE 100	EL PASO, TX. 79905	(915) 592-0283 (915) 592-0286	

DATE SUBMIT PLAT 10/9/18

REV.	DATE	COMMENTS
01/09/18		SUBMIT (Preliminary & Final Plat)
12/18/18		TOWN OF HORIZON CITY COMMENTS
08/17/19		TOWN ENGINEER PLAT COMMENTS
09/17/19		TOWNSHIP REC. DATE, INSTRUMENT #
09/12/19		UPDATED ABUTTING OWNERS

CONDE INC.
ENGINEERING / PLANNING
GPS / SURVEYING / CAD
6080 SURETY DR. STE 100
EL PASO, TEXAS 79905
PHONE: (915) 592-0283
FAX: (915) 592-0286 FIRM# 10076000

DEDICATION

RANCHOS REAL XV, L.L.C. and IDEA PUBLIC SCHOOLS, property owners of this land, hereby presents this plat and dedicates to the use of the public, the streets, drives, pond, as hereon laid down and designated, including easements for overhead of service wires for pole type utilities, and buried service wires, conduits and pipes for underground utilities, and the right to ingress and egress for service and construction and the right to trim interfering trees and shrubs.

Witness my signature this 13th day of September, 2019.

BY: RANCHOS REAL XV, L.L.C. BY: IDEA PUBLIC SCHOOLS
Douglas A. Schwartz, Manager Wyatt J. Truschel, CFO

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF EL PASO
Before me, the undersigned authority, on this day personally appeared Douglas A. Schwartz, Manager of RANCHOS REAL XV, L.L.C., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said corporation for the purpose and considerations herein expressed.

Given under my hand and seal of office this 13th day of September, 2019.

Yvonne Conde Curry 01-31-2022
Notary Public in and for El Paso County My Commission Expires

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF HIDALGO
Before me, the undersigned authority, on this day personally appeared Wyatt J. Truschel CFO of IDEA PUBLIC SCHOOLS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said corporation for the purpose and considerations herein expressed.

Given under my hand and seal of office this 13th day of September, 2019.

Wyatt J. Truschel 10-15-2022
Notary Public in and for Hidalgo County My Commission Expires

TOWN OF HORIZON CITY COUNCIL

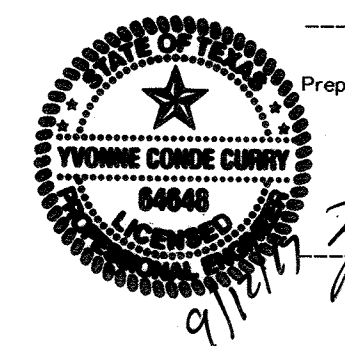
This subdivision is hereby approved as to the platting and as to the conditions of the dedication in accordance with Chapter 212 of the Local Government Code of Texas, this 10th day of September, 2019.

Approved and adopted by the City Council of Town of Horizon City, this 10th day of September, 2019.

Isabel Vasquez City Clerk
Ruben Miranda Mayor

Approved for filing this 10th day of September, 2019.

Isabel Vasquez
Hull-Zollars Inc. (Town Engineer)
By: Isabel Vasquez, P.E.



FILING

Filed and recorded in the office of the County Clerk of El Paso County, Texas, this 16th day of October, 2019, A.D. in Volume 20190009713 of the Plat Record, Page 1.

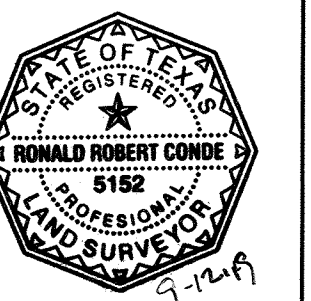
File No. 20190009713

FOR RECORDING PURPOSES ONLY

Prepared by and under the supervision of:
YVONNE CONDE CURRY, P.E.
Registered Professional Engineer
Registration No. 54848

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

Ron R. Conde
By Deputy
Registered Professional Land Surveyor
Texas License No. 5152



July 13, 2020

Honorable Mayor Ruben Mendoza
Town of Horizon City
14999 Darrington Road
Horizon City, Texas 79928

Re: Subdivision Acceptance—Horizon Town Center Unit 3

Dear Mayor Mendoza,

As of July 10, 2020, the pending punch list items for the subdivisions referenced above are minor will be completed as soon as coordination with the adjacent property owner is completed. As City Engineer, Huitt-Zollars recommends the final acceptance of the subdivision and the public improvement, on the contingency that the punch list items have been satisfactorily completed.

Please do not hesitate to call us at (915) 587-4339, if we can be of further assistance.

Sincerely,

HUITT-ZOLLARS, INC.



Roxanna R. Medina, PE
Project Manager

CC: Michelle Padilla—Director of Planning, Town of Horizon City
Albert Valle, CFM—Public Works Director, Town of Horizon City
Elvia Schuller—City Clerk, Town of Horizon City

HORIZON TOWN CENTER UNIT 3

Walk-Through Punch List Item (2nd)

July 10, 2020

Walk-Through General Punch List Items:

1. Clean out the inlets.
2. Fix cracks and chips in marked on curb and gutter and sidewalks. *Cracks marked on new sidewalk need to be repaired.*
3. Cut bolt to no more than ½" and damage screw to prevent removal at guard rail.
4. General clean-up of debris on site.

Desert Vista Drive:

1. Install missing sidewalk on north side of Desert Vista Dr. *Along the hospital pond wall.*
2. Clean out the inlets.
3. Pavement has a low spot near inlets. Verify the grades.
4. Extend curb across openings at the wrought iron opening in the hospital fence.
5. The plan and profile sheet for Desert Vista Drive, shows that the final grade is 1 to 2.5 feet higher than the existing ground. The difference in grades has caused that the existing rockwall around the Medical Center pond does not meet the minimum 6-foot height requirement around the pond. Since the grade was raised as part of the roadway construction, the developer will need to raise the rockwall along Desert Vista to meet the 6-foot minimum. *Coordinating with Hospital to get access to pond to raise wall and close off openings.*
6. Clean out weep holes in retaining wall, both inside and outside of pond.

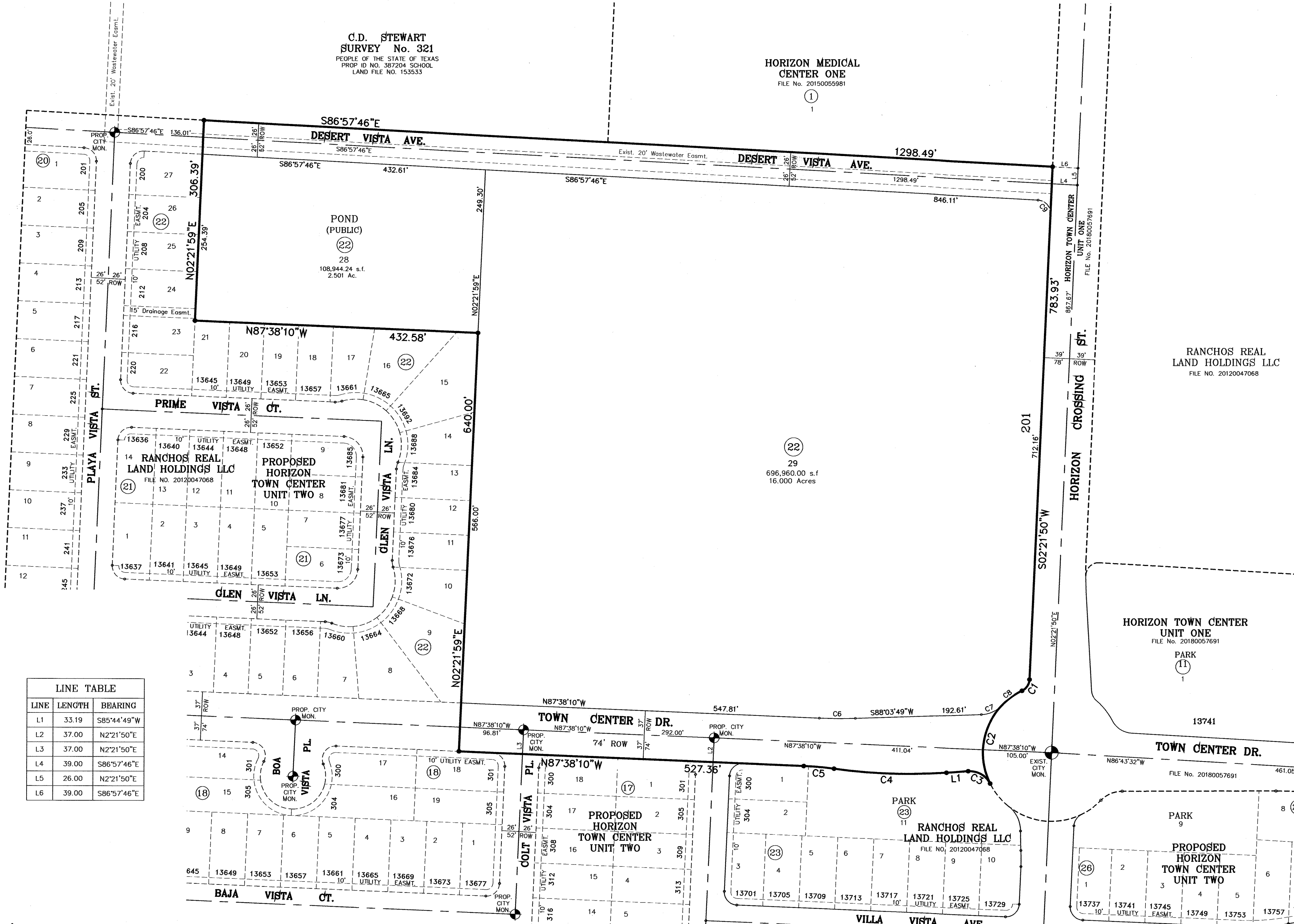
Town Center Drive

- ~~1. Replace curb near the intersection Colt Vista Pl from joint to joint. *Repair separation at joint between new concrete.*~~
- ~~2. Pavement from Colt Vista Pl to end of the project, is exhibiting alligator cracking and pumping. Replace pavement as indicated. *Seal joints where pavement was cut.*~~
3. Remove boulders from the ramp on the west approach to the roundabout.

HORIZON TOWN CENTER UNIT THREE

BEING A PORTION OF C.D STEWART SURVEY NO. 321,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS
CONTAINING: 21.482 ACRES

- NOTES:**
- TAX CERTIFICATE FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
INSTRUMENT NO. 20190003589 DATE 1-15-19
 - RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
INSTRUMENT NO. 20190009713 DATE 10/16/19
 - LOT CORNERS WILL BE SET UPON COMPLETION OF CONSTRUCTION OF ROADWAYS AND UTILITIES.
 - SET 1/2" REBAR WITH CAP MARKED TX 5152 AT ALL EXTERIOR BOUNDARY CORNERS UNLESS OTHERWISE NOTED.
 - ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANELS NO. 480212-250B AND 237B, DATED SEPTEMBER 4, 1991, PROPERTY IS IN FLOOD HAZARD ZONE X.
 - BEARINGS BASED ON THE MONUMENTS FOUND ALONG THE CENTERLINE OF TOWN CENTER DR., RECORDED IN THE PLAT OF HORIZON TOWN CENTER UNIT ONE, FILE NO. 20180057691, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS.
 - NO ROADS WILL BE MAINTAINED BY THE TOWN UNTIL PAVED BY THE SUBDIVIDER OR PROPERTY OWNER AND LEGALLY APPROVED AND ACCEPTED BY THE TOWN (SECTION 4.9.1.7, SUBDIVISION ORDINANCE #25).
 - PROVIDED CERTIFICATION THAT ALL UTILITIES HAVE APPROVED LOCATIONS OF EASEMENTS AND THAT SERVICE WILL BE PROVIDED TO DEVELOPMENT.
 - ENSURE THAT PLAT COMPLIES WITH TBPLS REQUIREMENTS.
 - LOT 29, BLOCK 22 WILL HAVE AN ON-SITE POND SHARED WITH HORIZON TOWN CENTER UNIT TWO.
 - GRADING PLAN/PERMIT IS REQUIRED AT THE TIME OF THE BUILDING PERMIT.
 - WATER, SEWER, ELECTRIC AND GAS UTILITIES WILL BE AVAILABLE.



METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of C.D Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at an existing brass disk City Monument at the centerline intersection of Town Center Dr. and Horizon Crossing St. from which an existing brass disk City Monument at the centerline intersection of Town Center Dr. and Park Vista Pl. bears, South 86°43'32" East a distance of 461.05 feet; thence, along centerline of Horizon Crossing St. North 02°21'50" East a distance of 893.67 feet to a point; thence, leaving said centerline North 86°57'46" West a distance of 39.00 feet to a point on the westerly right-of-way line of Horizon Crossing St., recorded in Horizon Town Center Unit One, in Clerks File No. 20180057691, Real Property Records of El Paso County, Texas for the "True Point of Beginning".

Thence, South 02°21'50" West a distance of 783.93 feet to a point;

Thence, 21.58 feet along the arc of a curve to the right which has a radius of 20.00 feet an interior angle of 61°50'09" a chord which bears South 33°16'55" West a distance of 20.55 feet to a point;

Thence, 166.98 feet along the arc of a curve to the left which has a radius of 105.00 feet an interior angle of 91°07'01" a chord which bears South 18°38'29" West a distance of 149.93 feet to a point;

Thence, 41.13 feet along the arc of a curve to the left which has a radius of 35.00 feet an interior angle of 67°20'09" a chord which bears North 60°35'06" West a distance of 36.91 feet to a point;

Thence, South 85°44'49" West a distance of 33.19 feet to a point;

Thence, 172.31 feet along the arc of a curve to the right which has a radius of 815.50 feet an interior angle of 12°06'23" a chord which bears North 89°12'00" West a distance of 171.99 feet to a point;

Thence, 46.47 feet along the arc of a curve to the left which has a radius of 485.00 feet an interior angle of 05°29'21" a chord which bears North 84°33'29" West a distance of 46.45 feet to a point;

Thence, North 87°38'10" West a distance of 527.36 feet to a point;

Thence North 02°21'59" East a distance of 640.00 feet to a point;

Thence, North 87°38'10" West a distance of 432.58 feet to a point;

Thence, North 02°21'59" East a distance of 306.39 feet to a point;

Thence South 86°57'46" East a distance of 1298.49 feet to the "TRUE POINT OF BEGINNING" and containing 935,735.82 Square Feet or 21.482 acres of land more or less.

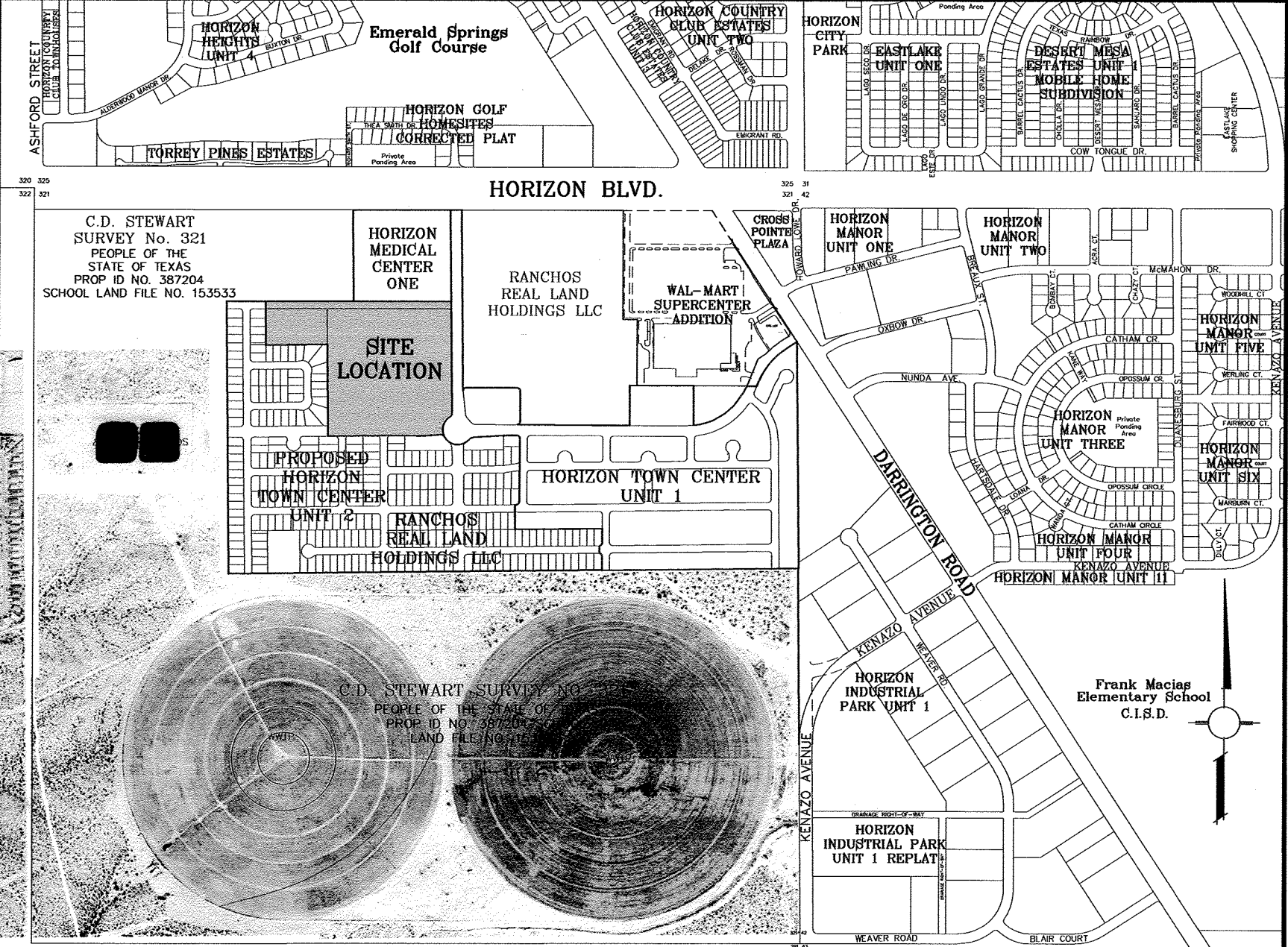
CURVE TABLE

CURVB	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	20.00'	21.58'	11.98'	20.55'	S33°16'55"W	61°50'09"
C2	105.00'	166.98'	107.07'	149.93'	S18°38'29"W	91°07'01"
C3	35.00'	41.13'	23.31'	38.81'	N60°35'06"W	67°20'09"
C4	815.50'	172.31'	86.48'	171.99'	N88°12'00"W	12°06'23"
C5	485.00'	46.47'	23.25'	46.45'	N84°53'29"W	52°29'21"
C6	735.00'	55.17'	27.60'	55.15'	N89°47'10"W	4°18'02"
C7	45.00'	35.12'	18.51'	34.23'	S65°42'29"W	44°42'39"
C8	105.00'	38.20'	19.32'	37.99'	S53°46'35"W	20°50'50"
C9	20.00'	31.18'	19.77'	28.12'	S42°17'58"E	89°19'36"

LINE TABLE

LINE	LENGTH	BEARING
L1	33.19	S85°44'49"W
L2	37.00	N2°21'50"E
L3	37.00	N2°21'50"E
L4	39.00	S86°57'46"E
L5	26.00	N2°21'50"E
L6	39.00	S86°57'46"E

LOCATION MAP 1" = 1000'



SCHOOL DISTRICT
SOCORRO INDEPENDENT SCHOOL DISTRICT
12300 EASTLAKE DRIVE

PRINCIPAL CONTACTS:

Name	Address	City & Zip	Phone	Fax
OWNER: DOUGLAS A. SCHWARTZ	6080 SURETY DR. STE 300	EL PASO COUNTY, TEXAS 79905	(915) 592-0290	
ENGINEER: YVONNE C. CURRY	6080 SURETY DR. STE 100	EL PASO, TX. 79905	(915) 592-0283 (915) 592-0286	
SURVEYOR: RON R. CONDE	6080 SURETY DR. STE 100	EL PASO, TX. 79905	(915) 592-0283 (915) 592-0286	

DATE SUBMIT PLAT 10/9/18

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CONDE INC.
ENGINEERING / PLANNING
GPS / SURVEYING / CAD
6080 SURETY DR. STE 100
EL PASO, TEXAS 79905
PHONE: (915) 592-0283
FAX: (915) 592-0286 FIRM# 10076000

DEDICATION

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Witness my signature this 13th day of September, 2019.

BY: RANCHOS REAL XV, L.L.C. BY: IDEA PUBLIC SCHOOLS
Douglas A. Schwartz, Manager Wyatt J. Truschel, CFO

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF EL PASO
Before me, the undersigned authority, on this day personally appeared Douglas A. Schwartz, Manager of RANCHOS REAL XV, L.L.C., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said corporation for the purpose and considerations herein expressed.

Given under my hand and seal of office this 13th day of September, 2019.

Yvonne Conde Curry 01-31-2022
Notary Public in and for El Paso County My Commission Expires

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF HIDALGO
Before me, the undersigned authority, on this day personally appeared Wyatt J. Truschel CFO of IDEA PUBLIC SCHOOLS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said corporation for the purpose and considerations herein expressed.

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Yvonne Conde Curry 10-15-2022
Notary Public in and for Hidalgo County My Commission Expires

TOWN OF HORIZON CITY COUNCIL

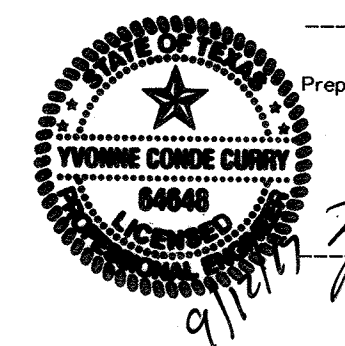
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Approved and adopted by the City Council of Town of Horizon City, this 10th day of September, 2019.

Isabel Vasquez City Clerk
Ruben Miranda Mayor

Approved for filing this 10th day of September, 2019.

Isabel Vasquez Hult-Zollars Inc. (Town Engineer)
By: Isabel Vasquez, P.E.



FILING

Filed and recorded in the office of the County Clerk of El Paso County, Texas, this 16th day of October, 2019, A.D. in Volume 20190009713 of the Plat Record, Page 1.

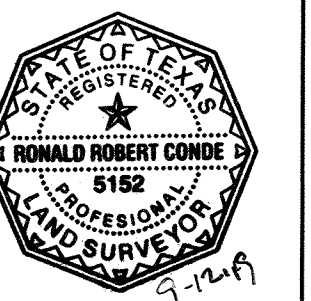
File No. 20190009713

FOR RECORDING PURPOSES ONLY

Prepared by and under the supervision of:
YVONNE CONDE CURRY, P.E.
Registered Professional Engineer
Registration No. 54848

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

Ron R. Conde
By Deputy
Registered Professional Land Surveyor
Texas License No. 5152





**TOWN OF HORIZON CITY
MEMORANDUM**

Date: July 10, 2020

To: Honorable Mayor and Members of City Council

From: Michelle Padilla, Planning Director

SUBJECT: On a request from the Centennial Lion's Club for Council's approval for the Town to co-sponsor the annual Christmas Tree Lighting Ceremony on Friday, December 4, 2020 and the Annual Christmas Parade on Saturday, December 5, 2020 in order to provide security and allow the use of city streets and a city park for the events.

Staff has received a request from the Centennial Lion's Club for co-sponsorship from the City of this year's Christmas Tree Lighting Ceremony and Christmas Parade in the form of providing the necessary traffic control devices and assistance from the Police and Public Works Departments on the dates of the events. The events will be subject to any emergency orders that may be in place at the time of the events.

Should Council approve this request, staff recommends that the Mayor or his designee be authorized to sign an agreement with the Centennial Lion's Club detailing the co-sponsorship.

Attached for your review is the request from the Centennial Lion's Club.

Michelle Padilla

From: Judi Verslype <judi.verslype@yahoo.com>
Sent: Wednesday, May 13, 2020 3:16 PM
To: Michelle Padilla
Subject: Christmas Parade

Hi Michelle,

The Centennial Lions Club is starting to work on the Tree Lighting Ceremony and Horizon City Christmas Parade, if we are fortunate enough to have one this year. Hopefully it will work as we all need the diversion from this horrible pandemic.

We still are in great need of the Horizon City Police Department for barricades, traffic control, transportation, crowd control and the Command Center.

Under the new permit application, is this still possible for us to have their services for this community event?

We are looking to hold the Tree Lighting Ceremony on December 4 in conjunction with the Float Judging at the Corky Corcoran Park as usual. The Christmas Parade would be held on December 5 with a start time of 10:00 am. The route would be the same as established many years ago. And as usual, the proceeds from the Christmas Parade, after expenses, will be used for Thanksgiving and Christmas turkey boxes for the needy in our area.

We are looking forward to helping organize this wonderful Horizon City event.

Please let me know if there is anything else you need from the Centennial Lions Club.

Thank you so very much for all your help.

Lion Judi Verslype
Secretary
Centennial Lions Club



**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.

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

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

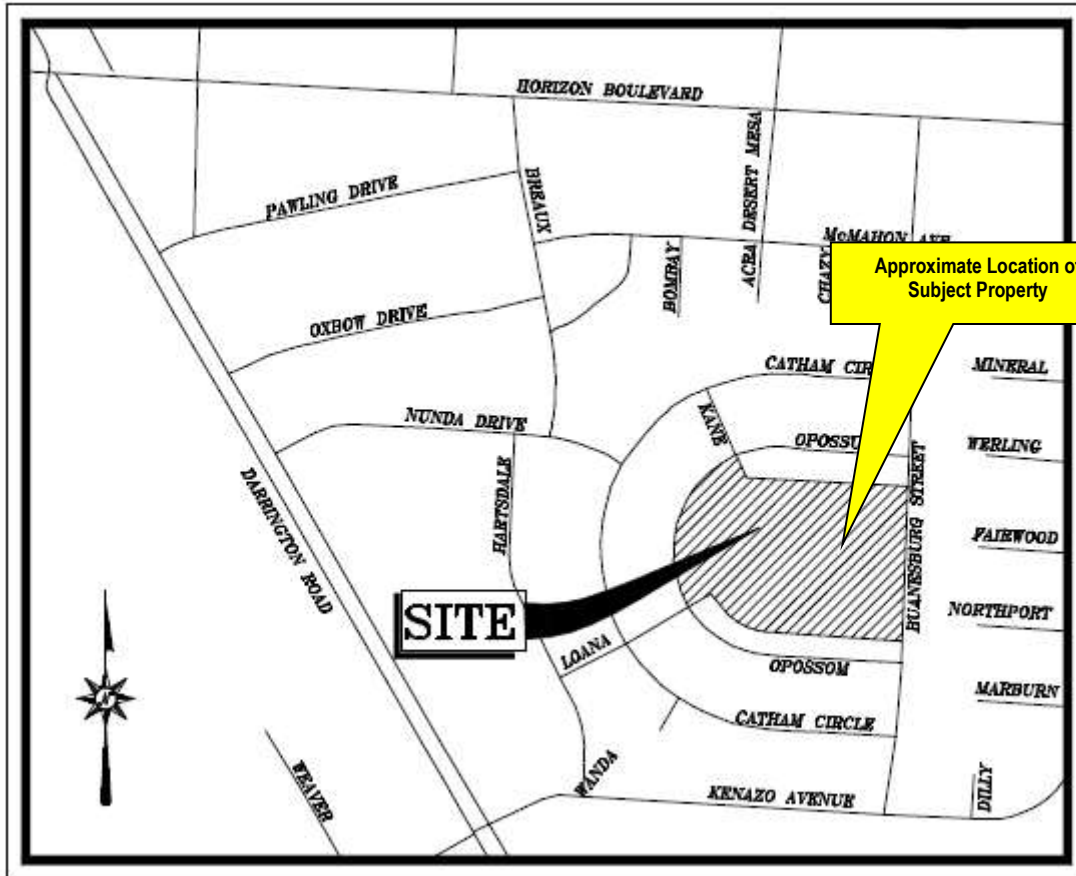


Attachment 2: Aerial



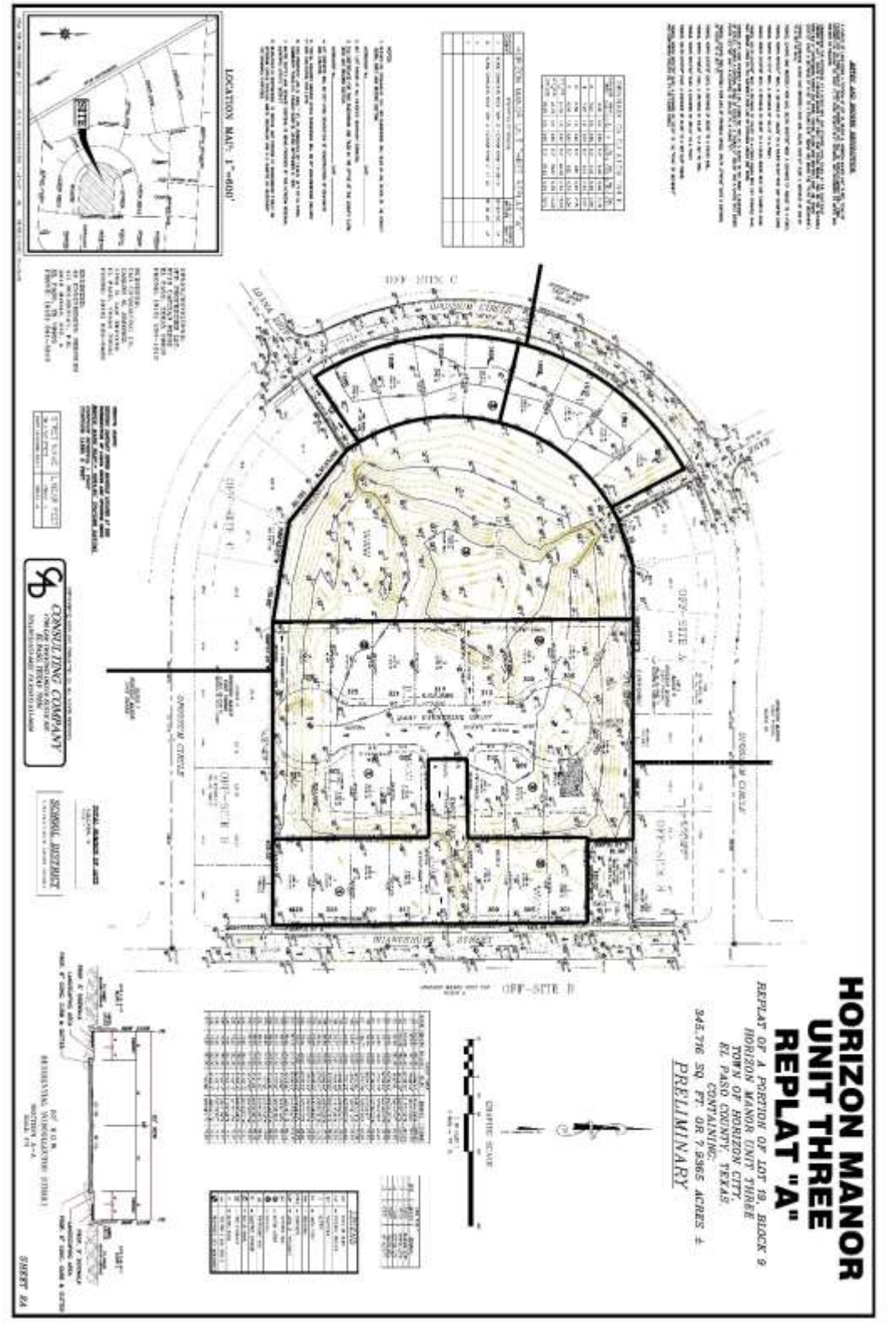
Attachment 3: Location Map

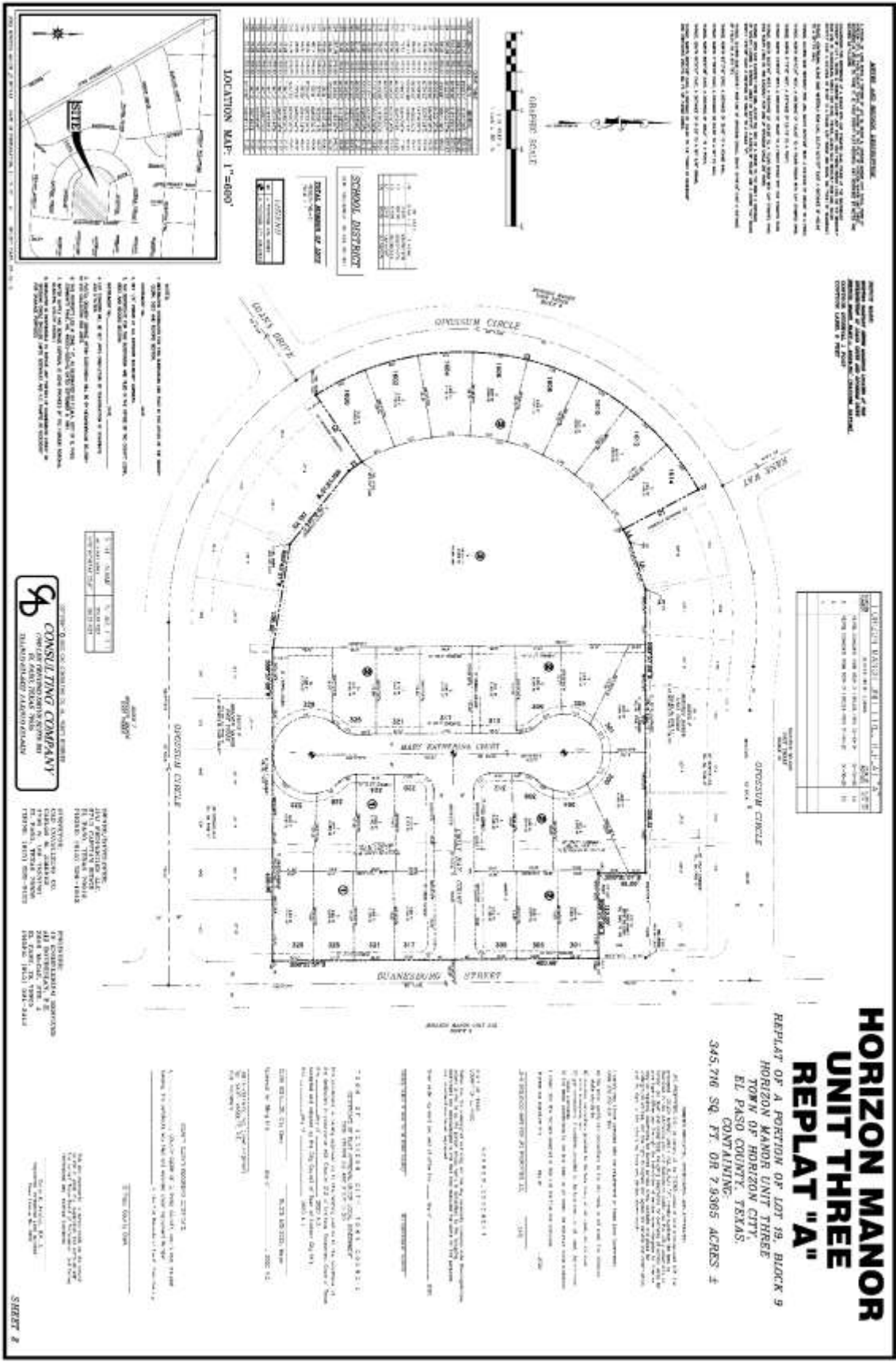
LOCATION MAP: 1"=600'



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

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





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
345,796 SQ. FT. OR 7.9365 ACRES ±



Q CONSULTING COMPANY
10001 W. WILSON AVE. SUITE 100
EL PASO, TEXAS 79914
PHONE: (915) 768-1838
FAX: (915) 768-1839

PREPARED FOR:
HORIZON MANOR UNIT THREE
TOWN OF HORIZON CITY
EL PASO COUNTY, TEXAS
PHONE: (915) 768-1838

SHEET #

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>	OFFICE	_____	_____
DUPLEX	_____	_____	STREET & ALLEY	_____	_____
APARTMENT	_____	_____	PONDING & DRAINAGE	<u>2.4206</u>	<u>1</u>
MOBILE HOME	_____	_____	INSTITUTIONAL	_____	_____
P.U.D.	_____	_____	OTHER	_____	_____
PARK	_____	_____	_____	_____	_____
SCHOOL	_____	_____	_____	_____	_____
COMMERCIAL	_____	_____	TOTAL NO. SITES	_____	<u>31</u>
INDUSTRIAL	_____	_____	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

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

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

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

(NAME & ADDRESS) (ZIP) (PHONE)

17 OPTIONEE _____

(NAME & ADDRESS) (ZIP) (PHONE)

18 DEVELOPER _____

(NAME & ADDRESS) (ZIP) (PHONE)

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

(NAME & ADDRESS) (ZIP) (PHONE)

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

(NAME & ADDRESS) (ZIP) (PHONE)

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 2446;

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 2446;

THENCE, SOUTH 55°14'02" WEST, A DISTANCE OF 105.00' TO A FOUND REBAR WITH CAP STAMPED 2446, 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"

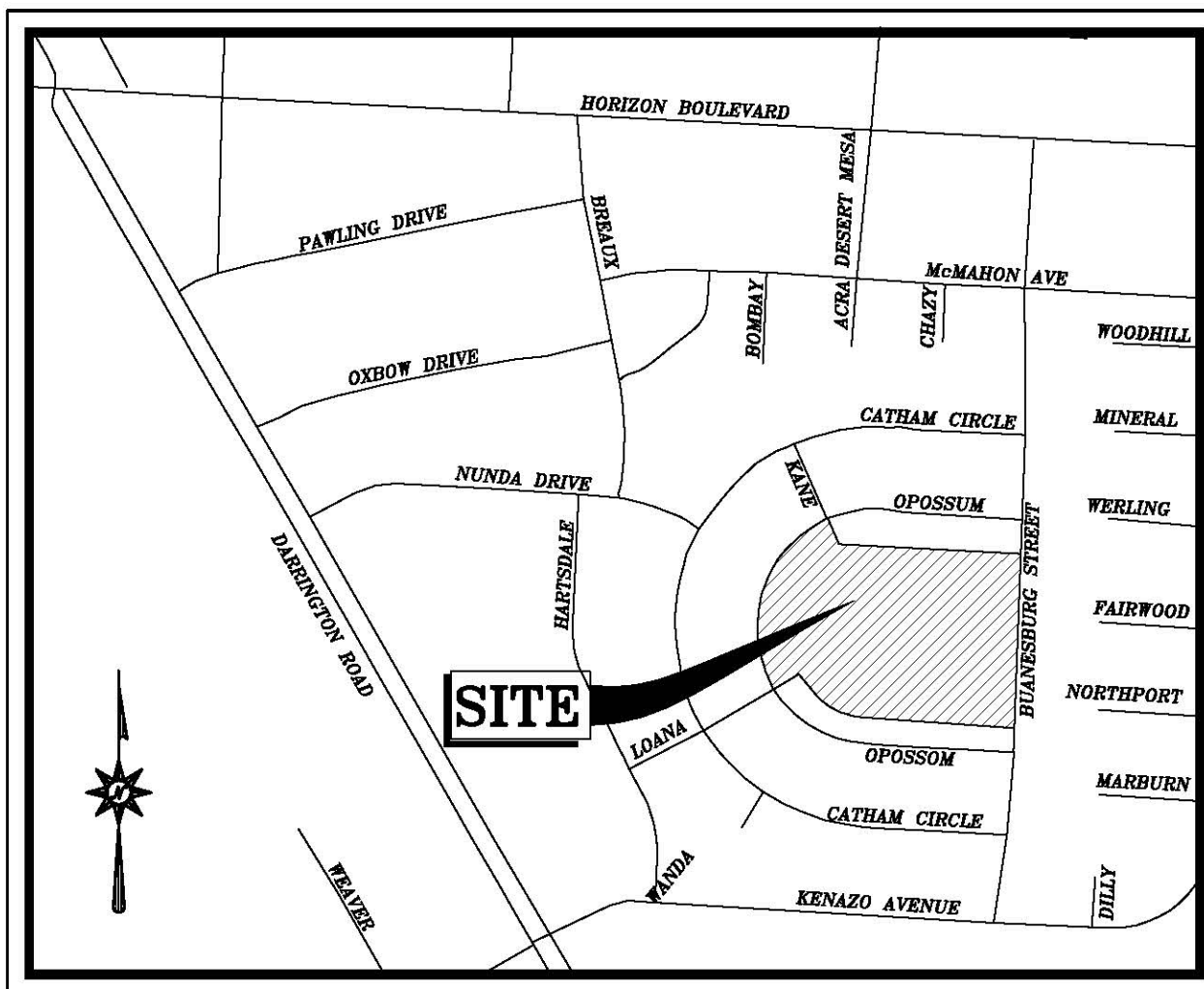
REPLAT OF A PORTION OF LOT 19, BLOCK 9
HORIZON MANOR UNIT THREE
TOWN OF HORIZON CITY,
EL PASO COUNTY, TEXAS.
CONTAINING:
345,716 SQ. FT. OR 7.9365 ACRES ±
PRELIMINARY

DRAINAGE AREA	AREA (acres)	Tc (min)	C (in/hr)	I ₁₀ (in/hr)	Q ₁₀ (cfs)	I ₁₀₀ (in/hr)	Q ₁₀₀ (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.

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

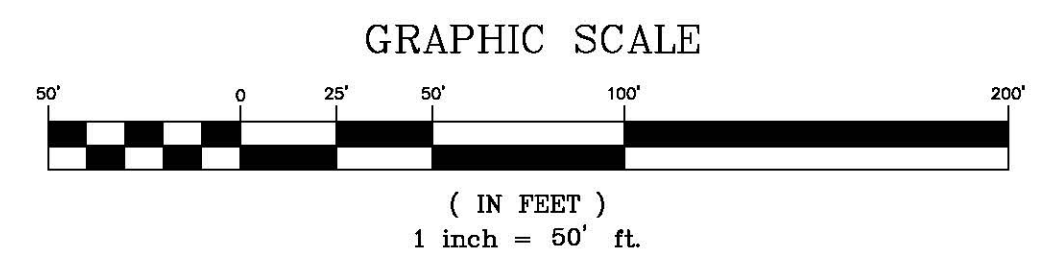
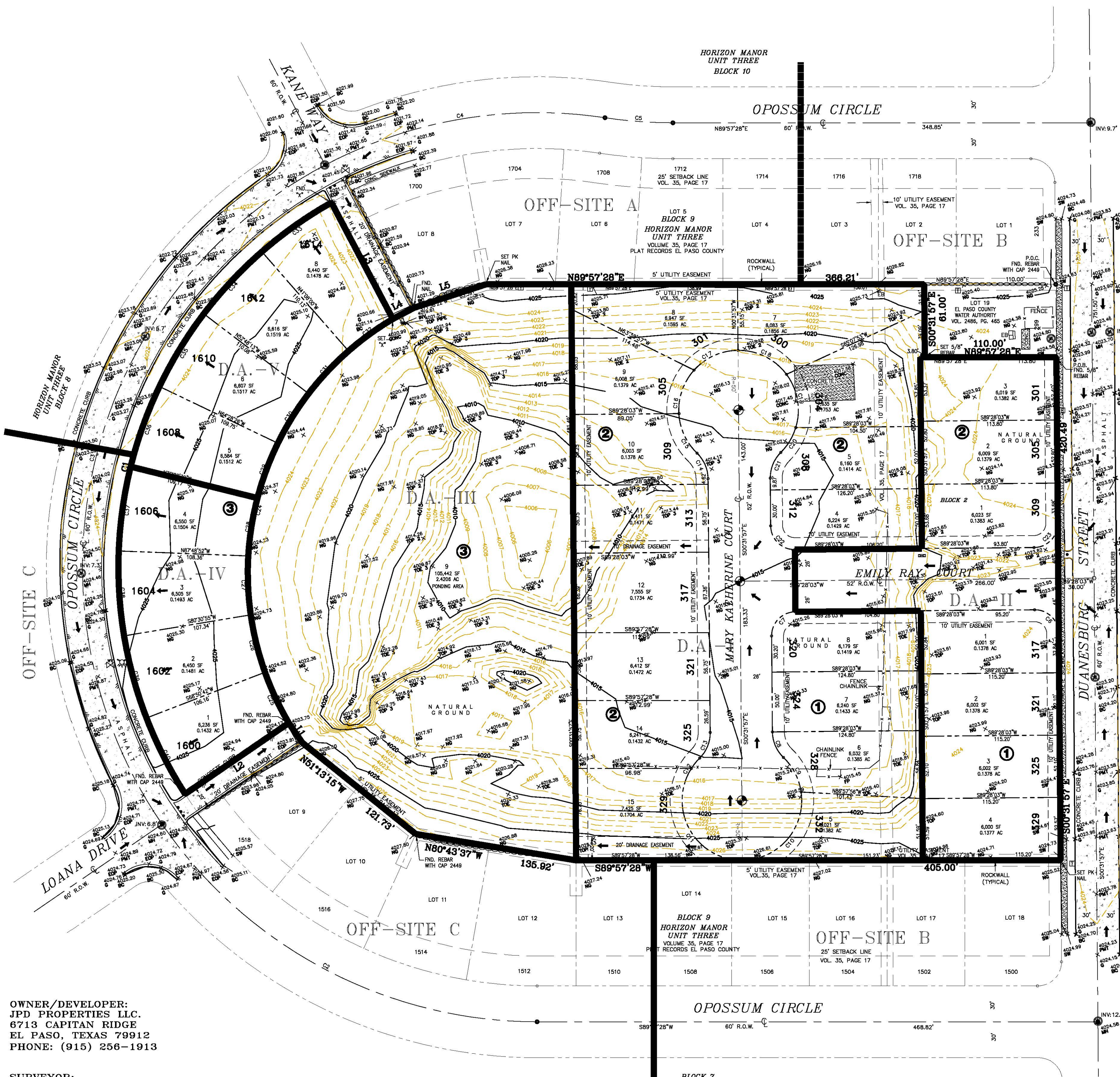
BENCH MARK:
EXISTING SANITARY SEWER MANHOLE LOCATED AT THE INTERSECTION OF LOANA DRIVE AND OPOSSUM DRIVE
BENCH MARK ELEV. = 4024.60' (NAVD88 DATUM)
CONTOUR INTERVAL 1 FOOT
CONTOUR LABEL 5 FEET

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

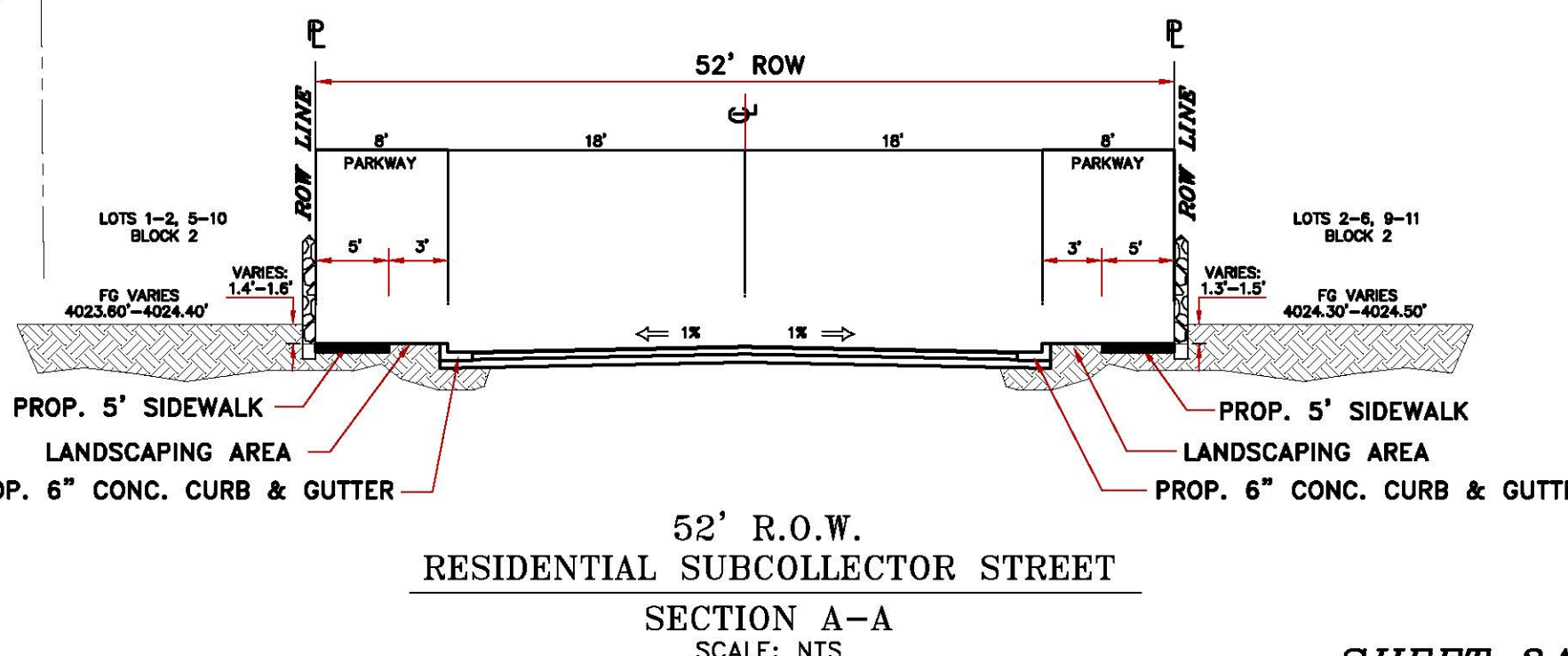
SCHOOL DISTRICT
CLINT INDEPENDENT SCHOOL DISTRICT



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°19'29"E	354.26
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°31'57"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°58'58"	N27°08'52"W	32.54
C10	85.59	50.00	98°43'22"	N40°55'02"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°19'14"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°57'35"	S43°03'07"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°49'42"E
L4	20.00	N82°10'18"E
L5	63.39	N71°58'22"E

- LEGEND**
- BC = BACK OF CURB
 - NG = NATURAL GROUND
 - PMT = PAVEMENT
 - G = GUTTER
 - FP = FENCE POST
 - RW = ROCKWALL
 - CONC = CONCRETE
 - EOP = EDGE OF PAVEMENT
 - EM = ELECTRIC BOX
 - WM = WATER METER
 - MH = MANHOLE
 - TE = TELEPHONE BOX
 - EMK = ELECTRIC MARKER
 - WV = WATER VALVE
 - FP = FIRE HYDRANT
 - GP = GUARD POST
 - PMB = PROPOSED MAIL BOXES
 - PCS = PROPOSED CITY MONUMENT



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
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THENCE, CONTINUING ALONG SAID WESTERLY ROW LINE, SOUTH 00°31'57" EAST A DISTANCE OF 420.49' TO A SET PK NAIL;

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

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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°22'17", 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";

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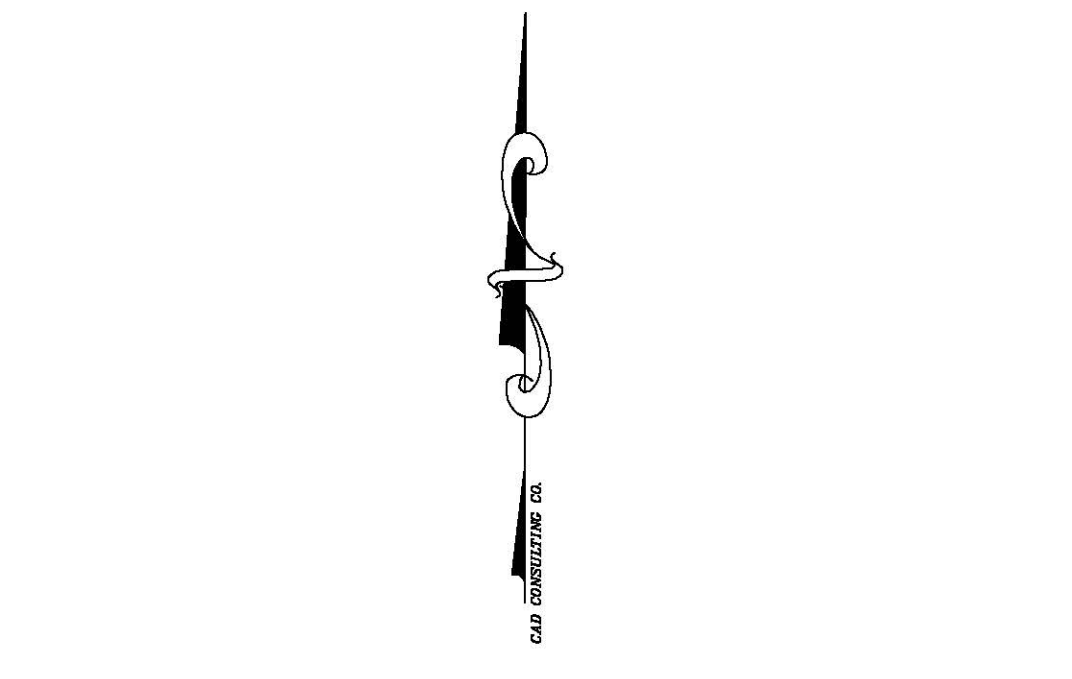
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BENCH MARK

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.



CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	570.37	350.00	83°22'17"	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°51'00"W	597.64
C4	241.26	380.00	36°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	38.57	50.00	45°02'09"	S13°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"	N8°34'05"W	45.19
C19	46.89	50.00	53°43'44"	N09°58'21"W	45.19
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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"W	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

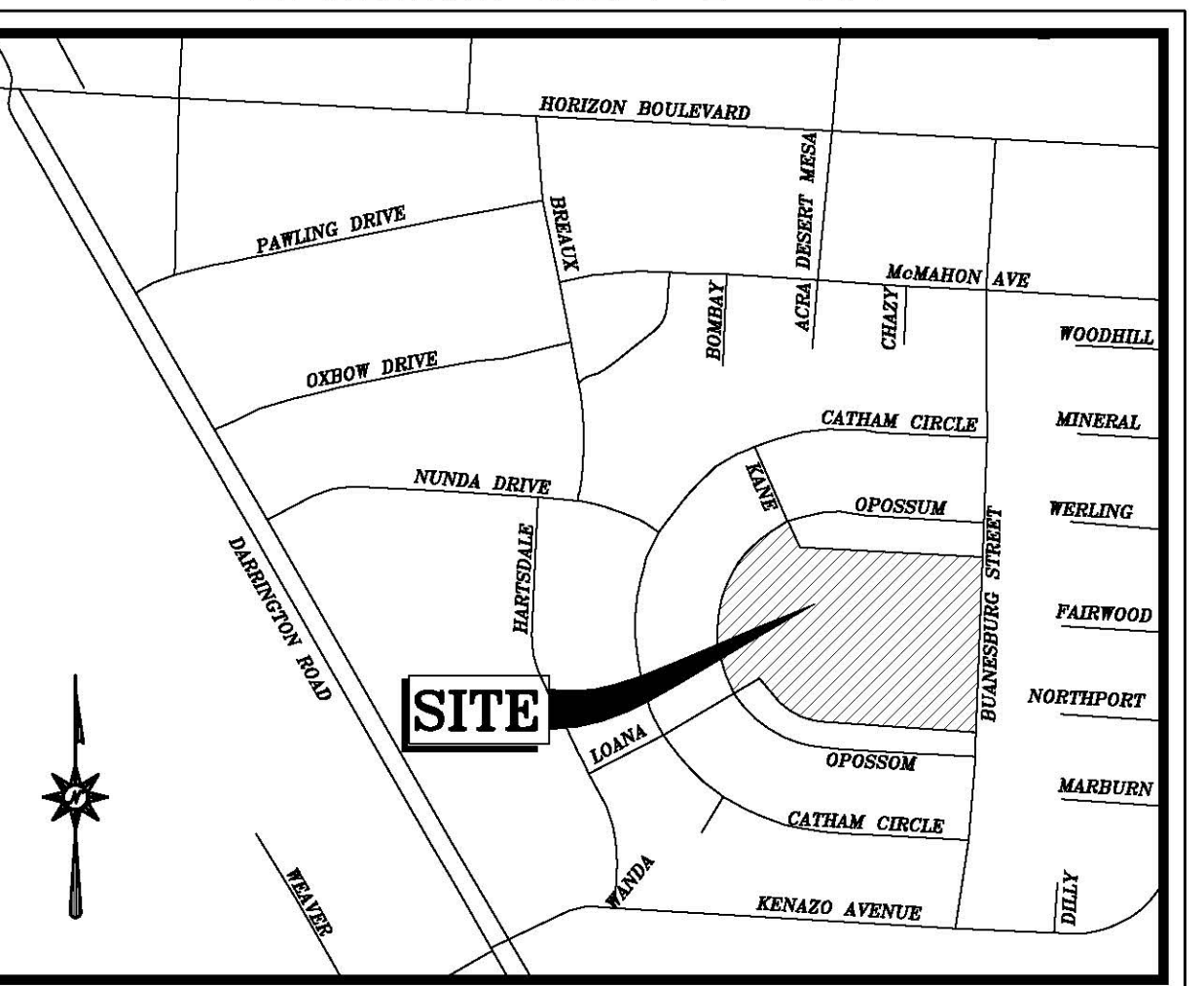
SCHOOL DISTRICT
CLINT INDEPENDENT SCHOOL DISTRICT

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 out 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:
A) the water quality and connections to the lots meet, or will meet, the minimum state standards;
B) electrical connections provided to the lots meet, or will meet, the minimum state standards; and
C) gas connections, if available, provided to the lots meet, or will meet, the minimum state standards;
D) the sewer connections 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
ACKNOWLEDGEMENT
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



**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.

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	6,000 <u>5,500</u>	50 <u>45</u>	90
R-4	8,000 for duplexes <u>5,000</u>	50 <u>45</u>	100 <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	Two-family duplex dwelling Single-family dwelling	1,800 1,000 900 800	1 story each unit 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:

FY 2020-2021 Calendar for Adoption of City Budget, Tax Levy, Capital Improvement Program & EDC Budget

Town of Horizon City

Date	Action	Responsibility
5/14/2020	Submit three year capital program to the Council, Section 5.08, Charter. (Mayor shall prepare or cause to be prepared, and submit to the Council a 3 year capital program at least 3 months prior to the final date for submission of the annual budget.)	Mayor
7/14/2020	Regular Council meeting to vote to set the dates for the hearings on the tax increase and authorize the Mayor to publish the proposed tax rate based on the filed budget. Dates of Hearings: August 20 and September 3-15, 2020. (First Only one hearing required; must be at least 7-5 days after date of published notice and second hearing must be at least 3 days after date of first hearing. Sec. 26.06(a), Tax Code, as revised by SB-2.)	City Council
	Note: recorded vote on proceeding with Tax Rate increase and publication of that vote is no longer required when doing the publication under Chapter 140, LGC, rather than under Chapter 26- (Tax Code 26.06 (b-1, b-2, b-3) .	
7/21/2020	Estimated Date to approve proposed activities and EDC Budget and projections for 2019-20 FY2020-21 and submit to City Council per Section 4.03 of EDC By-Laws.	EDC Board and Executive Director
7/24/2020	Post notice of Council meeting for July 30th 27, 2020 (Special Meeting, agenda items for Budget Workshop)	City Clerk
7/25/2020	Estimated Date to Receive Certified Appraisal Values from the Central Appraisal District (Tax Code 26.01)	CAD
7/27/2020	Special City Council Meeting for Budget Workshop and Council review of EDC budget	City Council
8/1/2020	Deadline for Tax Collector to submit appraisal roll and certify estimate of collection rate using the mandatory tax rate calculations forms prescribed by Comptroller (Tax Code 26.04(d-1) for current year to governing body, including amount actual collection rate exceed amount anticipated in preceding year, and amount of debt taxes collected in excess of anticipated amount (by August 1 or as soon as practicable) (Tax Code 26.04(b)) and the no-new-tax rate and voter approval tax rate (Tax Code 26.04(d-1) per SB-2). Mandatory forms must also be submitted to County Assessor Collector (Tax Code 26.04(d-3) per SB-2).	Tax Office/ Finance Director
After 8/1/2020	A designated officer or employee calculates effective no-new-revenue tax rate and rollback-voter-approval tax rates (Tax Code 26.04(c)) (August 1, or as soon as practicable, per SB-2)	Tax Assessor/ Finance Director
8/16/2020 to 9/5/2020	Publish Notice of Public Hearing on Adoption of City Budget (10-30 days before hearing) (Local Gov't Code 102.0065) Additionally, the Charter requires that the notice must state: "(1) the times and places where copies of the message and budget are available for inspection by the public; and (2) the time and place for a public hearing on the budget."	City Clerk - Publish & Post on Website

Date	Action	Responsibility
<p>by 9/10/2020 for public hearing and by 9/8/2020 for date that tax rate will be adopted</p>	<p>(Tax Code 26.06 (a) requires public notice be published at least five (5) days before date of the public hearing, and a new notice of the meeting at which the governing board will vote on the proposed tax rate must be at least . , and Tax Code 26.06(c) 26.065 requires such notice be posted prominently on on home page of city website for at least seven (7) days [note: under 26.065, Supplemental Notice must be given if there is a tax increase (adopted property tax rate exceeds effective rate); prominently on the Internet website home page for at least 7 days prior to date the only first public hearing and at least seven (7) days immediately before the date of the vote on ordinance of a proposed a tax rate increase., stating: "This Tax Rate will raise more taxes for maintenance and operations than last year's tax rate" and "The Tax Rate will effectively be raised (% tax rate exceeds effective maint and oper. rate) percent and will raise taxes for maintenance and operations on a \$100,000 home by approx. \$(amount)." The content of the Notice of Public Hearing depends on whether the proposed tax rate is exceeds the no-new-revenue tax rate, the voter-approval tax rate, or both (Tax Code 26.06(b-1, b-2 and b-3) and, if the city has a population of less than 30,000, the language in Tax Code 26.063 regarding the De Minimus Tax Rate.</p>	<p>City Clerk - Publish & Post on Website</p>
<p>By 8/7/2020 by 9/10/2020 for public hearing and by 9/8/2020 for date that tax rate will be adopted</p>	<p>Deadline for Tax Office to Publish Notice of Hearings on Tax Rate Increase in newspaper and City Clerk to place notice on Website (at least 7 five (5) days before first public hearing and at least seven (7) days before vote on tax rate. (Tax Code 26.05(a). Notice must include (1) no-new-revenue tax rate and voter-approval tax rate, along with explanation of how they were calculated; (2) the estimated amount of interest and sinking fund balances and the estimated amount of maintenance and operation or general fund balances remaining at the end of the current fiscal year that are not encumbered with or by corresponding existing debt obligations; and (3) a schedule of the city's debt obligations; and (4) if the deminimus tax rate exceeds the voter-approval tax rate, the proposed tax rate that exceeds the voter-approval rate. (Tax Code 26.04(e) and 26.06(b-1), (b-2) and (b-3) and 26.063) (Notice now under 140.010, LGC. Publish once before September 1st. Use form provided by Texas Comptroller. Notice must remain on website until city adopts the tax rate.)</p>	<p>Tax Office/City Clerk to Publish and City Clerk to place on City website</p>
<p>by 8/7/2020 or as soon thereafter as practicable</p>	<p>Publish Notice on webpage or "generally accessible Internet website (such as Facebook) on August 7 or as soon as practicable in form prescribed by Comptroller. (Tax Code 26.04(e)). Information posted on the website or accessible Internet website should also include: (1) name of each member of the city council; (2) the mailing address, email address and telephone number of the city; (3) the official contact information for each member of the city council; (4) the city's budget for the previous two (2) years; (5) the city's proposed or adopted budget for the current year; (6) the change in the amount of city's budget from the preceding year to the current year, by dollar amount and percentage; (7) the amount of property tax revenue budgeted for maintenance and operations for the current year and previous two years; (8) the tax rate for maintenance and operations adopted by the city for the current year and previous two years; (9) the tax rate for debt service adopted by the city for the current year and previous two years; and (10) the most recent financial auditt of the city. (Tax Code 26.18)</p>	<p>City Clerk</p>
<p>8/7/2020</p>	<p>Post notice of Regular Council meeting for August 11th (first reading of budget ordinance and the tax ordinance).</p>	<p>City Clerk</p>

Date	Action	Responsibility
no later than 8/15/2020 (if budget hearing is on 9/15/2020)*	File Mayor's proposed budget with City Clerk (must be 15 days before the public hearing, (LGC Sec. 102.006(b), 31 days before the tax levy, (LGC Sec. 102.005(a), and 45 days before the end of the fiscal year (Charter Sec. 5.02). Charter also requires that the Mayor include a budget message that "explains the budget in both fiscal terms and in terms of the work programs." "It shall: (a) outline the proposed financial policies of the City for the ensuing year; (b) describe the important features of the budget; (c) indicate any major changes from the current year in financial policies, expenditures, and revenues, and the reasons for such changes; (d) summarize the City's debt position; and (e) include such other material as the Mayor deems desirable." (No changes under SB-2)	Mayor/Finance Officer
8/11/2020	Regular Council meeting for First Reading of the Budget Ordinance and First Reading of the Tax Ordinance. Council to announce the dates of the first only one public hearing on proposed tax rate (Sept 15th-Aug 20th), first only one public hearing on proposed budget (Sep 15th-3rd) and second public hearing on proposed tax rate (Sep 3rd), and announce date for the vote on the tax rate (September 15, 2020-10th).	City Council
8/12/2020	Publish the captions of the budget ordinance on website (and advise that second reading is scheduled for September 10 15, 2020), the ordinance to levy taxes on the website (and advise that the second reading is also scheduled for September-10 15, 2020).	City Clerk - Publish & Post on Website
8/20/2020	Special Council meeting for First Public Hearing on the Tax Increase. Council to announce the dates of first public hearing on proposed budget (Sep 3rd _____), second public hearing on proposed tax rate (Sep 3rd _____), and announce date for the vote on the tax rate (September 10th _____).	
9/3/2020	Special Council Meeting - Public Hearing on the Budget (only one hearing required; however this hearing cannot be on the same day as the vote on the tax levy), and Second Public Hearing on Tax Increase (Second hearing must be held 3-14 days before meeting to vote on tax levy) Tax Code 26.06 (a)) Upon conclusion of budget hearing, Council to take action to consider approval of the budget on September 10th _____. Council to also announce date for the vote on the tax rate (September 10th _____).	City Council
9/15/2020	City Council Meeting on the adoption of the FY2019 FY2020-21 City budget, & Tax Levy. If a rate increase over the effective no-new-tax-revenue rate is adopted the Council motion when the city adopts a property tax rate that exceeds the effective- no-new-tax-revenue rate shall state: "The Tax Rate will effectively be raised (% tax rate exceeds effective maint and oper rate) percent and will raise taxes for maintenance and operations on a \$100,000 home by approximately \$(amount). LGC Section 102.007 states: (c) Adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a <u>separate vote of the governing body to ratify the property tax increase</u> reflected in the budget. A vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate.	City Council

Date	Action	Responsibility
9/15/2020 (cont)	City Council Meeting--Council Votes to Adopt City Budget by ordinance. (City Charter Sec. 5.05 requires that the budget be adopted before the 15th). Charter provides that "After the public hearing, the Council may adopt the budget with or without amending the budget, it may add or increase programs or amounts an dmay delete or decrease any program or amounts, except expenditures required by law or for debt service, provided that no amendment to the budget shall increase the authorized expenditures to an amount greater than the total of estimated income plus any accumulated surplus." Tax Rate Calculation Forms must be added as an Appendix to the Budget ((Tax Code Sec. 26.04(e-2) per SB-2).	
9/15/2020 (cont)	City Council Meeting to Adopt the Tax Rate Ordinance (3-14 at least seven (7) days after required Notice of date on which Council will consider the Tax Rate, second public hearing , Tax Code 26.06(b)(e)). Council Votes to adopt the Tax Levy/Tax Rate Ordinance by record vote (City Charter 7.3F and 7.12, Tax Code 26.05(a)(b)). If a rate increase over effective rate is adopted,the Council motion when city adopts a property tax rate that exceeds the effective rate shall state: "I move that the property Tax Rate be increased by the adoption of a tax rate of (specify tax rate), which is effectively a (insert percentage by which the proposed tax rate exceeds the effective -no-new-revenue rate) percent increase in the tax rate."	
9/15/2020 (cont)	Resolution to adopt the capital program plan, Sec. 5.09(B), Charter.	Mayor/Planning Director
9/16/2020	Revise the cover page for the adopted budget to reflect the record vote on the budget, ensure that the language reflecting an increase, decrease or same amount of revenue is correct, and add the municipal property tax rates required by section 102.007(c), as amended by SB 656.	City Clerk
9/16 or 9/17/2020	Approved Budget will be filed with City Clerk and posted on City Website (LGC, section 102.008), and file with County Clerk (LGC, section 102.009(d)). Additionally, post a copy of the budget (with amended cover page) on the website, including the record vote taken for the approval of the budget. maintain the posting of the record vote on the budget until at least 9/10/2015 9/15/2021, first anniversary of the date the budget is adopted . (LGC, section 102.008, as amended by SB.	City Clerk and Finance Director
9/17/2020	Send tax levy information to the Consolidated Tax Office.	City Clerk
9/11/2020	Send Work Sheets used to calculate Effective and Rollback tax rates to the County Tax Assessor (not Consolidated Tax-Office). (LGC sec 106) (NEW REQUIREMENT)	City Clerk/ Finance Director

STATE OF TEXAS § **INTERLOCAL SUBRECIPIENT GRANT**
 § **AGREEMENT BETWEEN THE COUNTY OF EL**
 § **PASO AND CERTAIN MUNICIPAL JURISDICTIONS**
COUNTY OF EL PASO § **FOR THE DISTRIBUTION OF FEDERAL**
 § **CORONAVIRUS RELIEF FUNDS**

THIS INTERLOCAL SUBRECIPIENT GRANT AGREEMENT (the “Grant Agreement”) is made by and between the County of El Paso, a political subdivision of the State of Texas (“COUNTY”), duly acting herein by and through the El Paso County Commissioners Court (“Commissioners Court”) and Town of Horizon City, TEXAS (hereafter referred to as the “CITY”), a Texas Municipal Corporation, duly acting herein by and through its CITY Council. COUNTY and CITY may be referred to singularly as a “Party” or collectively as “Parties.” The Parties agree to all the recitals, terms, conditions and representations contained in this Grant Agreement. This Grant Agreement is made pursuant to Chapter 791 of the Texas Government Code.

RECITALS

WHEREAS, funding for this Grant Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) (“CARES Act”) enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.); and

WHEREAS, the CARES Act stipulated that the United States Department of the Treasury would give funding directly to counties with a population greater than 500,000 and COUNTY is in receipt of funds directly from the United States Department of the Treasury as a result of the CARES Act; and

WHEREAS, the CITY has adopted an ordinance extending the Mayor’s declaration of local disaster due to public health emergency and in response to the pandemic COVID-19 and it is the CITY’s intent to continue this declaration during such time as the COUNTY’s disaster declaration remains in effect; and

WHEREAS, through this Grant Agreement, COUNTY has provided a mechanism for certain cities located within the borders of El Paso County, Texas to seek reimbursement for certain COVID-19 expenses and expenditures; and

NOW, THEREFORE, upon and in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1
PURPOSE

- 1.01 The purpose of this Grant Agreement is to provide certain per capita funding rates set forth in Exhibit A, of which 20% will be paid within ten (10) calendar days from the execution of this Agreement, and if eligible the remaining 80% on a reimbursable basis once per month until the end of the term of this Agreement to CITY in order to mitigate financial burden caused by COVID-19 pandemic and related to eligible incurred expenses for governmental functions and services which qualify under the CARES Act as compensable expenses by the United States Department of the Treasury, as more specifically described herein (“Purpose”).

ARTICLE 2
TERM AND TERMINATION

- 2.01 Term. The term of this Grant Agreement shall begin as of the date of the last signature set forth below and terminate on December 1, 2020 (the “Term”).
- 2.02 Termination.
- i) COUNTY may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against COUNTY, upon written notice to CITY.

 - iii) COUNTY and CITY may mutually agree to terminate this Agreement. COUNTY in its sole discretion will determine if, as part of the general termination, CITY is required to return any or all of the disbursed grant funds.

 - iv) Fund Requests. The County may terminate this Agreement if the COUNTY determines that the CITY submitted false or inaccurate information in the CITY’s request for funds. The CITY will repay to the County any funds received by the CITY under this Agreement in violation of any Granting Agency requirements.

 - v) Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Agreement, including those remedies listed at 2 C.F.R. 200.207 and 2 C.F.R. 200.338 – 200.342. Following termination by COUNTY, CITY shall continue to be obligated to COUNTY for the return of grant funds in accordance with applicable provisions of this Agreement. In the event of termination under this Section, COUNTY’s obligation to reimburse CITY is limited to allowable costs incurred and paid by the CITY prior to the effective date of termination, and any allowable costs determined by COUNTY in its sole discretion to be reasonable and necessary to cost-effectively wind up the grant. Termination of this Agreement for any reason or expiration of this Agreement shall not release the Parties from any liability or obligation set forth in this Agreement that is expressly stated to survive any such termination or expiration.

ARTICLE 3
LEGAL AUTHORITY

- 3.01 CITY certifies that it possesses all legal authority necessary to apply for and receive funds pursuant to this Grant Agreement. A resolution, motion or similar action has been or will be duly adopted or passed as an official act of CITY's governing body, authority the approval of this Grant Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required.

ARTICLE 4
CORONAVIRUS RELIEF FUND ELIGIBLE EXPENSES

- 4.01 The Coronavirus Relief Fund was provided to federal, state and local governments to offset unbudgeted expenses related to responding to the COVID-19 pandemic. Federal funds may only be used to cover costs that: i) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); ii) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the state or government; and iii) were incurred during the period that began on March 1, 2020, and ends on December 30, 2020.
- 4.02 The United States Department and Treasury has provided additional guidance on the permissible use of grant funds, including nonexclusive examples of eligible expenses in the following categories, and may release additional guidance in the future (<https://home.treasury.gov/policy-issues/cares/state-and-local-governments>; <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>; <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>):
- a) Medical expenses;
 - b) Public health expenses;
 - c) Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency;
 - d) Expenses of actions to facilitate compliance with COVID-19 related public health measures;
 - e) Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency; and
 - f) Any other COVID-19 related expenses reasonably necessary to the function of government that satisfy.
- 4.03 **For purposes of this Agreement, CITY agrees that a minimum 75% of its allotment will be spent in the categories of medical expenses, public health expenses and payroll expenses for employees substantially dedicated to mitigating or responding to the**

public emergency. The remainder of the allotment may be spent in any of the categories provided within the Treasury guidance.

- 4.04 The following uses for funding are prohibited unless authorized by federal law enacted after the CARES Act. Grant funding shall not be used to:
- a) Fill shortfalls in government revenue to cover expenditures that would not otherwise qualify. Revenue replaced is not a permissible use of these grant funds;
 - b) Damages covered by insurance;
 - c) Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency;
 - d) Duplication of benefits including expenses that have been or will be reimbursed under any other federal program;
 - e) Reimbursement to donors for donated items or services;
 - f) Workforce bonuses other than hazard pay or overtime;
 - g) Severance pay; or
 - h) Legal settlements.

ARTICLE 5
FINANCIAL REQUIREMENTS AND PAYMENT

- 5.01 The maximum amount of funding that will be available to CITY for expenses which are eligible for reimbursement shall be calculated on a rate of \$55.00 per capita utilizing 2018 population, set out in the attached **Exhibit A**. All calculations performed under this Grant Agreement to determine maximum funding available to CITY shall be performed by COUNTY and its final calculation shall be conclusive. Any funding allocated but unused by CITY as of December 1, 2020 shall be repurposed by COUNTY for any eligible COUNTY purpose.
- 5.02 CITY is responsible for complying with federal guidelines as well as any additional guidelines stipulated by COUNTY. Failure to comply with federal guidelines or requirements of COUNTY may result in recapture of funds allocated to CITY and/or denial of reimbursement requests.
- 5.03 CITY will be compensated in two distributions: 20% of allotted funds or TWO HUNDRED SIXTEEN THOUSAND AND SIXTY-TWO DOLLARS (\$216,062.00) payable within ten (10) calendar days from execution of this Agreement (“First Disbursement”) and 80% or EIGHT HUNDRED SIXTY-FOUR THOUSAND TWO HUNDRED FORTY-EIGHT DOLLARS (\$864,248.00) (“Reimbursable Disbursements”) on a reimbursable basis once per month until the end of the term of this Agreement. Reimbursable Disbursements are contingent on full reporting of funds expended under the First Disbursement to COUNTY of expenses incurred. If COUNTY determines that sufficient progress is not made towards expenditures of advanced funds and/or CITY fails to meet financial reporting obligations, CITY will not receive the Reimbursable Disbursements of grant funds.
- 5.04 If COUNTY determines that the CITY has been overpaid any grant funds under this Agreement, including payments made inadvertently or payments made but later

determined to not be actual and allowable allocable costs, the CITY shall return to COUNTY the amount identified by COUNTY as an overpayment. The CITY shall refund any overpayment to County within thirty (30) calendar days of the receipt of the notice of overpayment from County unless alternate payments plan is specified by COUNTY.

- 5.05 Recapture of Funds. The discretionary right of COUNTY to terminate for convenience under Article 2 notwithstanding, COUNTY shall have the right to terminate the Agreement and to recapture, and be reimbursed for any payments made by COUNTY: (i) that are not allowed under applicable laws, rules, and regulations; or (ii) that are otherwise inconsistent with this Agreement, including unapproved expenditures.
- 5.06 Liquidation Period. Grant funds will liquidate by December 1, 2020. Funds not obligated by the end of the grant period and not expended by the liquidation date will revert to the COUNTY.
- 5.07 Project Close Out. County will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the CITY. The CITY must submit all financial, performance, and other reports as required by the terms and conditions of the grant award. The CITY must promptly refund any balances of unobligated grant funds that COUNTY paid in advance or paid and that are not authorized to be retained by the CITY.
- 5.08 CITY certifies compliance with these eligible expenses by executing the CARES Act Coronavirus Relief Fund Eligibility Certification Form in **Exhibit C**, which is attached hereto and incorporated for all purposes.
- 5.09 CITY is responsible for the integrity of the fiscal and programmatic management of the grant project; accountability for all funds awarded; and compliance with applicable federal and state laws and regulations.
- 5.10 The CITY will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant are met.
- 5.11 All underlying eligible expenditures must be incurred by December 1, 2020. All necessary submissions for reimbursement must be received by COUNTY no later than the close of business on December 1, 2020, using the form in the attached **Exhibit B**. For purposes of this Grant Agreement, a cost is “incurred” when CITY has expended funds to cover the cost.
- 5.12 Reimbursable Disbursements requests must contain documentation deemed necessary for adequate fiscal control. Reimbursement requests should include, but are not limited to original invoices, receipts, receiving documentation, contracts, proof of payment, timesheets, etc.

County pays by check upon satisfactory delivery and acceptance of items listed in Section 5.12 and submissions of a correct and completed invoice to the address below:

Reimbursement requests shall be submitted monthly with the final submission on or before December 1, 2020 and supporting documentation should be transmitted to:

By mail: Office of the El Paso County Auditor
Attn: Edward Dion
County Administrative Offices
800 E. Overland, Room 406
El Paso, Texas 79901

For expedited requests please submit via email to: edion@epcounty.com

- 5.13 All reimbursement decisions are to be reviewed and approved by the Auditor. The decision of the Auditor as to the final amount eligible for reimbursement or whether a particular submitted expense is eligible for reimbursement request will cause the reimbursement to be revised or delayed. CITY will be responsible to furnish any additional documents requested by the Auditor to substantiate the reimbursement request. If the information is not provided within five (5) business days, the reimbursement request may not be considered for reimbursement. COUNTY will not be obligated to consider any submission for reimbursement received after the close of business on December 1, 2020.

ARTICLE 6

FEDERAL FUNDING AND RETURN OF FUNDING

- 6.01 CITY acknowledges that federal funds will be used to fund this Grant Agreement. CITY will comply with all applicable federal law, regulations, executive orders, policies, procedure, guidance and directives which may be, or after execution become applicable to this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law. This shall include compliance with all requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards codified under Title 2 of the Code of Federal Regulations part 200 as may be amended, including all appendixes (“**OMB Requirements**”). The CITY must refer to Title 2 of the Code of Federal Regulations part 200 for all requirements. Further, the CITY understands that the COUNTY must also comply with the OMB requirements and the COUNTY depends on the CITY’s cooperation in order to comply with such OMB requirements. As such, the CITY will perform any obligations reasonably requested by the COUNTY that are necessary to ensure that the COUNTY complies with the OMB requirements.
- 6.02 Should CITY fail to comply or if federal agencies or authorities having jurisdiction over the funding subsequently determine that the funding was used improperly or that a payment was made but later determined to not be actual or allowable costs CITY warrants that it will return to COUNTY the amount identified as improperly used or not allowable, whether

during the TERM of this Grant Agreement or after. CITY shall refund any such payment to COUNTY within thirty (30) calendar days of the receipt of the notice from COUNTY.

6.03 Following is additional information concerning the funding for this Grant Agreement:

- a) Federal Award Date: March 27, 2020;
- b) Name of Federal Awarding Agency: United States Department of the Treasury; and
- c) CFDA Number 21.019.

ARTICLE 7
DISCRETIONARY GRANT OF FUNDS

7.01 CITY acknowledges that it has no right or entitlement to any amount of funding received by COUNTY under the CARES Act. COUNTY has the sole right to determine whether to distribute funding, in what amount, and to what expenses it shall consider as eligible for reimbursement, based on guidance issued by the United States Department of the Treasury. COUNTY will issue Reimbursable Disbursements in the manner it deems most effective to accomplish the purposes for which this Grant Agreement was entered into and only for those expenses which COUNTY, in its sole discretion, determine are eligible.

ARTICLE 8
PUBLIC INFORMATION

8.01 Notwithstanding any provisions of this Grant Agreement to the contrary, CITY acknowledges that COUNTY and this Grant Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA"). CITY acknowledges that COUNTY will comply with the PIA, as interpreted by its legal counsel based on judicial opinions and opinions of the Attorney General of the State of Texas.

8.02 CITY acknowledges that information created or exchanged in connection with this Grant Agreement, is subject to the PIA, whether created or produced by CITY or any third party, and CITY agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to COUNTY. CITY will cooperate with COUNTY in the production of documents or information responsive to a request for information

ARTICLE 9
COOPERATION WITH MONITORING, AUDITS, AND RECORDS REQUIREMENTS

9.01 All records and expenditures are subject to, and CITY agrees to comply with, monitoring and/or audits conducted by the United States Department of the Treasury's Inspector General, other federal agencies or offices, or the County Auditor or his designee. CITY shall maintain under GAAP or GASB, adequate records that ensure proper accounting for all costs and performances related to the Grant Agreement.

- 9.02 If CITY expends \$750,000 or more in federal funds in a fiscal year, it may be subject to Single/Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/0cfr200_main_02.tpl, and subject to the requirements in the Texas Single Audit Circular, at <https://comptroller.texas.gov/purchasing/docs/ugms.pdf>. The audit must be completed and the data collection and reporting package described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor’s report(s), or nine months after the end of the audit period, whichever is earlier.
- 9.03 If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, the CARES Act, United States Department of Treasury Guidelines applicable to CARES funding, other applicable laws, regulations, or CITY’s obligations hereunder, CITY agrees to correct such discrepancies or inadequacies within thirty (30) calendar days after CITY’s receipt of the findings.
- 9.04 CITY shall maintain appropriate records for the periods required by law to provide accountability for all expenditures of grant funds, reporting measures, and funds received from COUNTY under this Grant Agreement. Records maintained by CITY to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Grant Agreement.

ARTICLE 10
PROCUREMENT PRACTICES AND POLICES

- 10.01. The CITY must follow applicable federal and state law, federal procurement standards specified in regulations governing federal awards to no-federal entities, their established policy, and best practices for procuring goods or services with grant funds. Procurement activities must follow the most restrictive of federal, state, and local procurement regulations. Contracts must be routinely monitored for delivery of services or goods.

ARTICLE 11
POLITICAL ACTIVITIES

- 11.01 Unless specifically authorized to do so by federal law, CITY is prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get out the vote campaigns.
- 11.02 CITY officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.

- 11.03 Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- 11.04 Funding received under this Grant Agreement may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- 11.05 As applicable, the CITY and each contracting tier will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with any Federal action concerning the award or renewal. CITY shall file the required certification attached hereto and incorporated for all purposes as **Exhibit D**. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

ARTICLE 12 **REMEDIES**

- 12.01 If COUNTY determines that CITY has failed to comply with any term of this Grant Agreement, whether stated in a federal or state statute or regulation, an assurance, in this Grant Agreement, in guidance issued by federal authorities or subsequently issued by federal authorities, or that a reimbursement or request for reimbursement is not authorized under the CARES Act, COUNTY, in its sole discretion, may pursue any combination of the following remedies:
- i) withhold payments pending correction of any deficiency;
 - ii) disallow or deny reimbursement of funds for all or part of the cost of an activity or action not in compliance with this Grant Agreement;
 - iii) disallow claims for reimbursement not authorized by the CARES Act;
 - iv) wholly or partially suspend or terminate this Grant Agreement;
 - v) in accordance with Section 6.02, require return or recapture of any funding provided;
 - vi) terminate this Agreement;
 - vii) impose a corrective action plan;
 - viii) withhold further awards; or
 - ix) take other remedies or appropriate actions.

ARTICLE 13 **SEVERABILITY**

- 13.01 If any provisions of this Grant Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provisions shall be modified or deleted in such manner so as to afford the part for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

ARTICLE 14
AMENDMENT

- 14.01 Any alternations, additions, or deletions to the terms of this Grant Agreement must be documented in writing and signed by both Parties to be binding. Notwithstanding this requirement, it is understood and agreed by the Parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

ARTICLE 15
INTERPRETATION

- 15.01 To the extent the terms and conditions of this Grant Agreement do not address a particular circumstances or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Agreement and in all cases, according to its fair meaning. The Parties acknowledge that each Party and its counsel have reviewed this Grant Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Grant Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Grant Agreement.

ARTICLE 16
SURVIVABILITY

- 16.01 Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the close-out, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

ARTICLE 17
SOVEREIGN IMMUNITY

17.01 It is expressly understood and agreed that in the execution of this Grant Agreement, neither of the Parties waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers or functions.

ARTICLE 18
TEXAS LAW TO APPLY

18.01 This Grant Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the Parties created hereunder are performed in El Paso County, Texas.

ARTICLE 19
PRIOR AGREEMENTS SUPERSEDED

19.01 This Grant Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreements between the Parties with respects to the subject matter of the Grant Agreement.

ARTICLE 20
DELEGATION AND ASSIGNMENT

20.01 Neither Party may delegate the performance of any contractual obligation to a third party, unless mutually agreed in writing. A Party of this Grant Agreement may not assign its rights, privileges and obligations under this Grant Agreement in whole, or in part, without the prior written consent of the other Party. Any attempt to assign without such approval shall be void.

ARTICLE 21
NOTICES

21.01 All notices required or permitted herein shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage, prepaid, registered or certified mail, return receipt requested, to the Party's office or usual mailing address. For the purpose of notice, the addresses of the Parties shall be as follows:

TO COUNTY: El Paso County Judge Ricardo A. Samaniego
 500 East San Antonio, Suite 301
 El Paso, Texas 79901

AND Office of the El Paso County Auditor
 Attn: Edward Dion
 County Administrative Offices
 800 E. Overland, Room 406

El Paso, Texas 79901
Via email: edion@epcounty.com

TO CITY: Town of Horizon City
Attn: Mayor Ruben Mendoza
14999 Darrington Road
Horizon City, Texas 79928

**ARTICLE 22
CURRENT REVENUES**

22.01 Each Party paying for the performance of governmental functions or services will make those payments from current revenues then available to the paying Party.

IN WITNESS HEREOF, THE TOWN OF THE CITY OF HORIZON AND EL PASO COUNTY have made and executed this Grant Agreement in duplicate originals on the date of the last signature below.

TOWN OF HORIZON CITY

EL PASO COUNTY

RUBEN MENDOZA
MAYOR
DATE: _____

Ricardo A. Samaniego

RICARDO A. SAMANIEGO
COUNTY JUDGE
DATE: 7/2/2020

ATTEST/SEAL

ATTEST/SEAL

CITY Secretary
Date: _____

Debra Bionet

El Paso County Clerk
Date: 7/2/2020



APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL FORM

Elaine S. Hengen
Assistant City Attorney

Christina R. Sanchez

Christina R. Sanchez
Assistant County Attorney

APPROVED AS TO CONTENT

Betsy Keller
El Paso County Chief Administrator

EXHIBIT A

Name	Population	\$11.00	\$44.00	Total
Town of Horizon City	19,642	\$216,062.00	\$864,248.00	\$1,080,310.00

EXHIBIT B
Invoice

Cares Act Reimbursement Request

Invoice

Date

Municipality

Street Address
CITY, ST ZIP Code
Phone
E-mail

Bill To:

Edward Dion, County Auditor
County Administrative Offices
800 E. Overland, Room 406
El Paso, Texas 79901
Phone: 915 546-2040, Ext. 3482
E-mail: edion@epcounty.com

Date	DESCRIPTION OF ALLOWABLE EXPENDITURES	AMOUNT
Total		\$ -

The undersigned official does hereby certify that the following dollars were expended by the (Municipality) and the costs incurred are necessary expenditures due to the public health emergency resulting from the pandemic, the expenditures were not accounted for in the budget most recently approved as of the date of enactment, and the expenses were incurred from March 1, 2020 through December 1, 2020.

Signature of Official:	
Certifying Officials Name:	Date

EXHIBIT C
CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, _____, am the Mayor/CITY Manager _____
("CITY") and I certify that:

1. I have the authority on behalf of CITY to request grant payments from El Paso County for federal funds appropriate pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that COUNTY will rely on this certification as a material representation in making grant payments to CITY.
3. I acknowledge that CITY should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury's Inspector General or the El Paso County Auditor's Office, or designee.
5. I acknowledge and agree that CITY shall be liable for any costs or expenses disallowed pursuant to financial or compliance audit of funds received and will repay those funds to COUNTY within thirty (30) days of receiving notice from COUNTY.
6. I acknowledge that if CITY has not used funds it has received to cover costs that were incurred by December 1, 2020 those funds must be returned to the United States Department of the Treasury and will have all requests for reimbursement submitted on or before the period identified in the Grant Agreement.
7. I acknowledge that CITY's proposed uses of the funds provided as grant payments from COUNTY originate from federal appropriation under section 601 of the Social Security Act and will be used only to cover those costs or expenses that:
 - a. Are necessary expenditures incurred due to the public health emergency resulting from the Coronavirus Disease 2019 (COVID-19);
 - b. Were not accounted for in the budget most recently approved as of March 27, 2020, for CITY; and
 - c. Were incurred during the period that begins on March 1, 2020 and ends on September 30, 2020.

In addition to each of the statements above in this Exhibit C, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By: _____
Signature: _____
Title: _____
Date: _____

State of Texas

County of El Paso

Sworn and subscribed before me on the _____ day _____, 2020 by _____.

(Personalized Seal)

Notary Public Signature

EXHIBIT D
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grans, Loans, and Cooperative Agreements

The undersigned grantee, CITY of _____, certifies, to the best of his or her knowledge that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents and for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The grantee, CITY of _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, grantee understands and agrees that the provisions of 31 U.S.C. Sec. 3801 et seq. apply to his certification and disclosure, if any.

By: _____
Signature: _____
Title: _____
Date: _____

STATE OF TEXAS § **INTERLOCAL SUBRECIPIENT GRANT**
 § **AGREEMENT BETWEEN THE COUNTY OF EL**
 § **PASO AND CERTAIN MUNICIPAL JURISDICTIONS**
 COUNTY OF EL PASO § **FOR THE DISTRIBUTION OF FEDERAL**
 CORONAVIRUS RELIEF FUNDS

THIS INTERLOCAL SUBRECIPIENT GRANT AGREEMENT (the “Grant Agreement”) is made by and between the County of El Paso, a political subdivision of the State of Texas (“COUNTY”), duly acting herein by and through the El Paso County Commissioners Court (“Commissioners Court”) and Town of Horizon City, TEXAS (hereafter referred to as the “CITY”), a Texas Municipal Corporation, duly acting herein by and through its CITY Council. COUNTY and CITY may be referred to singularly as a “Party” or collectively as “Parties.” The Parties agree to all the recitals, terms, conditions and representations contained in this Grant Agreement. This Grant Agreement is made pursuant to Chapter 791 of the Texas Government Code.

RECITALS

WHEREAS, funding for this Grant Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) (“CARES Act”) enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.); and

WHEREAS, the CARES Act stipulated that the United States Department of the Treasury would give funding directly to counties with a population greater than 500,000 and COUNTY is in receipt of funds directly from the United States Department of the Treasury as a result of the CARES Act; and

WHEREAS, the CITY has adopted an ordinance extending the Mayor’s declaration of local disaster due to public health emergency and in response to the pandemic COVID-19 and it is the CITY’s intent to continue this declaration during such time as the COUNTY’s disaster declaration remains in effect; and

WHEREAS, through this Grant Agreement, COUNTY has provided a mechanism for certain cities located within the borders of El Paso County, Texas to seek reimbursement for certain COVID-19 expenses and expenditures; and

NOW, THEREFORE, upon and in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1
PURPOSE

- 1.01 The purpose of this Grant Agreement is to provide certain per capita funding rates set forth in Exhibit A, of which 20% will be paid within ten (10) calendar days from the execution of this Agreement, and if eligible the remaining 80% on a reimbursable basis once per month until the end of the term of this Agreement to CITY in order to mitigate financial burden caused by COVID-19 pandemic and related to eligible incurred expenses for governmental functions and services which qualify under the CARES Act as compensable expenses by the United States Department of the Treasury, as more specifically described herein (“Purpose”).

ARTICLE 2
TERM AND TERMINATION

- 2.01 Term. The term of this Grant Agreement shall begin as of the date of the last signature set forth below and terminate on December 1, 2020 (the “Term”).
- 2.02 Termination.
- i) COUNTY may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against COUNTY, upon written notice to CITY.

 - iii) COUNTY and CITY may mutually agree to terminate this Agreement. COUNTY in its sole discretion will determine if, as part of the general termination, CITY is required to return any or all of the disbursed grant funds.

 - iv) Fund Requests. The County may terminate this Agreement if the COUNTY determines that the CITY submitted false or inaccurate information in the CITY’s request for funds. The CITY will repay to the County any funds received by the CITY under this Agreement in violation of any Granting Agency requirements.

 - v) Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Agreement, including those remedies listed at 2 C.F.R. 200.207 and 2 C.F.R. 200.338 – 200.342. Following termination by COUNTY, CITY shall continue to be obligated to COUNTY for the return of grant funds in accordance with applicable provisions of this Agreement. In the event of termination under this Section, COUNTY’s obligation to reimburse CITY is limited to allowable costs incurred and paid by the CITY prior to the effective date of termination, and any allowable costs determined by COUNTY in its sole discretion to be reasonable and necessary to cost-effectively wind up the grant. Termination of this Agreement for any reason or expiration of this Agreement shall not release the Parties from any liability or obligation set forth in this Agreement that is expressly stated to survive any such termination or expiration.

ARTICLE 3
LEGAL AUTHORITY

- 3.01 CITY certifies that it possesses all legal authority necessary to apply for and receive funds pursuant to this Grant Agreement. A resolution, motion or similar action has been or will be duly adopted or passed as an official act of CITY's governing body, authority the approval of this Grant Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required.

ARTICLE 4
CORONAVIRUS RELIEF FUND ELIGIBLE EXPENSES

- 4.01 The Coronavirus Relief Fund was provided to federal, state and local governments to offset unbudgeted expenses related to responding to the COVID-19 pandemic. Federal funds may only be used to cover costs that: i) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); ii) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the state or government; and iii) were incurred during the period that began on March 1, 2020, and ends on December 30, 2020.
- 4.02 The United States Department and Treasury has provided additional guidance on the permissible use of grant funds, including nonexclusive examples of eligible expenses in the following categories, and may release additional guidance in the future (<https://home.treasury.gov/policy-issues/cares/state-and-local-governments>; <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>; <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>):
- a) Medical expenses;
 - b) Public health expenses;
 - c) Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency;
 - d) Expenses of actions to facilitate compliance with COVID-19 related public health measures;
 - e) Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency; and
 - f) Any other COVID-19 related expenses reasonably necessary to the function of government that satisfy.
- 4.03 **For purposes of this Agreement, CITY agrees that a minimum 75% of its allotment will be spent in the categories of medical expenses, public health expenses and payroll expenses for employees substantially dedicated to mitigating or responding to the**

public emergency. The remainder of the allotment may be spent in any of the categories provided within the Treasury guidance.

- 4.04 The following uses for funding are prohibited unless authorized by federal law enacted after the CARES Act. Grant funding shall not be used to:
- a) Fill shortfalls in government revenue to cover expenditures that would not otherwise qualify. Revenue replaced is not a permissible use of these grant funds;
 - b) Damages covered by insurance;
 - c) Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency;
 - d) Duplication of benefits including expenses that have been or will be reimbursed under any other federal program;
 - e) Reimbursement to donors for donated items or services;
 - f) Workforce bonuses other than hazard pay or overtime;
 - g) Severance pay; or
 - h) Legal settlements.

ARTICLE 5
FINANCIAL REQUIREMENTS AND PAYMENT

- 5.01 The maximum amount of funding that will be available to CITY for expenses which are eligible for reimbursement shall be calculated on a rate of \$55.00 per capita utilizing 2018 population, set out in the attached **Exhibit A**. All calculations performed under this Grant Agreement to determine maximum funding available to CITY shall be performed by COUNTY and its final calculation shall be conclusive. Any funding allocated but unused by CITY as of December 1, 2020 shall be repurposed by COUNTY for any eligible COUNTY purpose.
- 5.02 CITY is responsible for complying with federal guidelines as well as any additional guidelines stipulated by COUNTY. Failure to comply with federal guidelines or requirements of COUNTY may result in recapture of funds allocated to CITY and/or denial of reimbursement requests.
- 5.03 CITY will be compensated in two distributions: 20% of allotted funds or TWO HUNDRED SIXTEEN THOUSAND AND SIXTY-TWO DOLLARS (\$216,062.00) payable within ten (10) calendar days from execution of this Agreement (“First Disbursement”) and 80% or EIGHT HUNDRED SIXTY-FOUR THOUSAND TWO HUNDRED FORTY-EIGHT DOLLARS (\$864,248.00) (“Reimbursable Disbursements”) on a reimbursable basis once per month until the end of the term of this Agreement. Reimbursable Disbursements are contingent on full reporting of funds expended under the First Disbursement to COUNTY of expenses incurred. If COUNTY determines that sufficient progress is not made towards expenditures of advanced funds and/or CITY fails to meet financial reporting obligations, CITY will not receive the Reimbursable Disbursements of grant funds.
- 5.04 If COUNTY determines that the CITY has been overpaid any grant funds under this Agreement, including payments made inadvertently or payments made but later

determined to not be actual and allowable allocable costs, the CITY shall return to COUNTY the amount identified by COUNTY as an overpayment. The CITY shall refund any overpayment to County within thirty (30) calendar days of the receipt of the notice of overpayment from County unless alternate payments plan is specified by COUNTY.

- 5.05 Recapture of Funds. The discretionary right of COUNTY to terminate for convenience under Article 2 notwithstanding, COUNTY shall have the right to terminate the Agreement and to recapture, and be reimbursed for any payments made by COUNTY: (i) that are not allowed under applicable laws, rules, and regulations; or (ii) that are otherwise inconsistent with this Agreement, including unapproved expenditures.
- 5.06 Liquidation Period. Grant funds will liquidate by December 1, 2020. Funds not obligated by the end of the grant period and not expended by the liquidation date will revert to the COUNTY.
- 5.07 Project Close Out. County will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the CITY. The CITY must submit all financial, performance, and other reports as required by the terms and conditions of the grant award. The CITY must promptly refund any balances of unobligated grant funds that COUNTY paid in advance or paid and that are not authorized to be retained by the CITY.
- 5.08 CITY certifies compliance with these eligible expenses by executing the CARES Act Coronavirus Relief Fund Eligibility Certification Form in **Exhibit C**, which is attached hereto and incorporated for all purposes.
- 5.09 CITY is responsible for the integrity of the fiscal and programmatic management of the grant project; accountability for all funds awarded; and compliance with applicable federal and state laws and regulations.
- 5.10 The CITY will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant are met.
- 5.11 All underlying eligible expenditures must be incurred by December 1, 2020. All necessary submissions for reimbursement must be received by COUNTY no later than the close of business on December 1, 2020, using the form in the attached **Exhibit B**. For purposes of this Grant Agreement, a cost is “incurred” when CITY has expended funds to cover the cost.
- 5.12 Reimbursable Disbursements requests must contain documentation deemed necessary for adequate fiscal control. Reimbursement requests should include, but are not limited to original invoices, receipts, receiving documentation, contracts, proof of payment, timesheets, etc.

County pays by check upon satisfactory delivery and acceptance of items listed in Section 5.12 and submissions of a correct and completed invoice to the address below:

Reimbursement requests shall be submitted monthly with the final submission on or before December 1, 2020 and supporting documentation should be transmitted to:

By mail: Office of the El Paso County Auditor
Attn: Edward Dion
County Administrative Offices
800 E. Overland, Room 406
El Paso, Texas 79901

For expedited requests please submit via email to: edion@epcounty.com

- 5.13 All reimbursement decisions are to be reviewed and approved by the Auditor. The decision of the Auditor as to the final amount eligible for reimbursement or whether a particular submitted expense is eligible for reimbursement request will cause the reimbursement to be revised or delayed. CITY will be responsible to furnish any additional documents requested by the Auditor to substantiate the reimbursement request. If the information is not provided within five (5) business days, the reimbursement request may not be considered for reimbursement. COUNTY will not be obligated to consider any submission for reimbursement received after the close of business on December 1, 2020.

ARTICLE 6

FEDERAL FUNDING AND RETURN OF FUNDING

- 6.01 CITY acknowledges that federal funds will be used to fund this Grant Agreement. CITY will comply with all applicable federal law, regulations, executive orders, policies, procedure, guidance and directives which may be, or after execution become applicable to this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law. This shall include compliance with all requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards codified under Title 2 of the Code of Federal Regulations part 200 as may be amended, including all appendixes (“**OMB Requirements**”). The CITY must refer to Title 2 of the Code of Federal Regulations part 200 for all requirements. Further, the CITY understands that the COUNTY must also comply with the OMB requirements and the COUNTY depends on the CITY’s cooperation in order to comply with such OMB requirements. As such, the CITY will perform any obligations reasonably requested by the COUNTY that are necessary to ensure that the COUNTY complies with the OMB requirements.
- 6.02 Should CITY fail to comply or if federal agencies or authorities having jurisdiction over the funding subsequently determine that the funding was used improperly or that a payment was made but later determined to not be actual or allowable costs CITY warrants that it will return to COUNTY the amount identified as improperly used or not allowable, whether

during the TERM of this Grant Agreement or after. CITY shall refund any such payment to COUNTY within thirty (30) calendar days of the receipt of the notice from COUNTY.

6.03 Following is additional information concerning the funding for this Grant Agreement:

- a) Federal Award Date: March 27, 2020;
- b) Name of Federal Awarding Agency: United States Department of the Treasury; and
- c) CFDA Number 21.019.

ARTICLE 7
DISCRETIONARY GRANT OF FUNDS

7.01 CITY acknowledges that it has no right or entitlement to any amount of funding received by COUNTY under the CARES Act. COUNTY has the sole right to determine whether to distribute funding, in what amount, and to what expenses it shall consider as eligible for reimbursement, based on guidance issued by the United States Department of the Treasury. COUNTY will issue Reimbursable Disbursements in the manner it deems most effective to accomplish the purposes for which this Grant Agreement was entered into and only for those expenses which COUNTY, in its sole discretion, determine are eligible.

ARTICLE 8
PUBLIC INFORMATION

8.01 Notwithstanding any provisions of this Grant Agreement to the contrary, CITY acknowledges that COUNTY and this Grant Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA"). CITY acknowledges that COUNTY will comply with the PIA, as interpreted by its legal counsel based on judicial opinions and opinions of the Attorney General of the State of Texas.

8.02 CITY acknowledges that information created or exchanged in connection with this Grant Agreement, is subject to the PIA, whether created or produced by CITY or any third party, and CITY agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to COUNTY. CITY will cooperate with COUNTY in the production of documents or information responsive to a request for information

ARTICLE 9
COOPERATION WITH MONITORING, AUDITS, AND RECORDS REQUIREMENTS

9.01 All records and expenditures are subject to, and CITY agrees to comply with, monitoring and/or audits conducted by the United States Department of the Treasury's Inspector General, other federal agencies or offices, or the County Auditor or his designee. CITY shall maintain under GAAP or GASB, adequate records that ensure proper accounting for all costs and performances related to the Grant Agreement.

- 9.02 If CITY expends \$750,000 or more in federal funds in a fiscal year, it may be subject to Single/Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/0cfr200_main_02.tpl, and subject to the requirements in the Texas Single Audit Circular, at <https://comptroller.texas.gov/purchasing/docs/ugms.pdf>. The audit must be completed and the data collection and reporting package described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor’s report(s), or nine months after the end of the audit period, whichever is earlier.
- 9.03 If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, the CARES Act, United States Department of Treasury Guidelines applicable to CARES funding, other applicable laws, regulations, or CITY’s obligations hereunder, CITY agrees to correct such discrepancies or inadequacies within thirty (30) calendar days after CITY’s receipt of the findings.
- 9.04 CITY shall maintain appropriate records for the periods required by law to provide accountability for all expenditures of grant funds, reporting measures, and funds received from COUNTY under this Grant Agreement. Records maintained by CITY to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Grant Agreement.

ARTICLE 10
PROCUREMENT PRACTICES AND POLICES

- 10.01. The CITY must follow applicable federal and state law, federal procurement standards specified in regulations governing federal awards to no-federal entities, their established policy, and best practices for procuring goods or services with grant funds. Procurement activities must follow the most restrictive of federal, state, and local procurement regulations. Contracts must be routinely monitored for delivery of services or goods.

ARTICLE 11
POLITICAL ACTIVITIES

- 11.01 Unless specifically authorized to do so by federal law, CITY is prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get out the vote campaigns.
- 11.02 CITY officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.

- 11.03 Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- 11.04 Funding received under this Grant Agreement may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- 11.05 As applicable, the CITY and each contracting tier will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with any Federal action concerning the award or renewal. CITY shall file the required certification attached hereto and incorporated for all purposes as **Exhibit D**. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

ARTICLE 12 **REMEDIES**

- 12.01 If COUNTY determines that CITY has failed to comply with any term of this Grant Agreement, whether stated in a federal or state statute or regulation, an assurance, in this Grant Agreement, in guidance issued by federal authorities or subsequently issued by federal authorities, or that a reimbursement or request for reimbursement is not authorized under the CARES Act, COUNTY, in its sole discretion, may pursue any combination of the following remedies:
- i) withhold payments pending correction of any deficiency;
 - ii) disallow or deny reimbursement of funds for all or part of the cost of an activity or action not in compliance with this Grant Agreement;
 - iii) disallow claims for reimbursement not authorized by the CARES Act;
 - iv) wholly or partially suspend or terminate this Grant Agreement;
 - v) in accordance with Section 6.02, require return or recapture of any funding provided;
 - vi) terminate this Agreement;
 - vii) impose a corrective action plan;
 - viii) withhold further awards; or
 - ix) take other remedies or appropriate actions.

ARTICLE 13 **SEVERABILITY**

- 13.01 If any provisions of this Grant Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provisions shall be modified or deleted in such manner so as to afford the part for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

ARTICLE 14
AMENDMENT

- 14.01 Any alternations, additions, or deletions to the terms of this Grant Agreement must be documented in writing and signed by both Parties to be binding. Notwithstanding this requirement, it is understood and agreed by the Parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

ARTICLE 15
INTERPRETATION

- 15.01 To the extent the terms and conditions of this Grant Agreement do not address a particular circumstances or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Agreement and in call cases, according to its fair meaning. The Parties acknowledge that each Party and its counsel have reviewed this Grant Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Grant Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Grant Agreement.

ARTICLE 16
SURVIVABILITY

- 16.01 Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the close-out, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

ARTICLE 17
SOVEREIGN IMMUNITY

17.01 It is expressly understood and agreed that in the execution of this Grant Agreement, neither of the Parties waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers or functions.

ARTICLE 18
TEXAS LAW TO APPLY

18.01 This Grant Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the Parties created hereunder are performed in El Paso County, Texas.

ARTICLE 19
PRIOR AGREEMENTS SUPERSEDED

19.01 This Grant Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreements between the Parties with respects to the subject matter of the Grant Agreement.

ARTICLE 20
DELEGATION AND ASSIGNMENT

20.01 Neither Party may delegate the performance of any contractual obligation to a third party, unless mutually agreed in writing. A Party of this Grant Agreement may not assign its rights, privileges and obligations under this Grant Agreement in whole, or in part, without the prior written consent of the other Party. Any attempt to assign without such approval shall be void.

ARTICLE 21
NOTICES

21.01 All notices required or permitted herein shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage, prepaid, registered or certified mail, return receipt requested, to the Party's office or usual mailing address. For the purpose of notice, the addresses of the Parties shall be as follows:

TO COUNTY: El Paso County Judge Ricardo A. Samaniego
500 East San Antonio, Suite 301
El Paso, Texas 79901

AND Office of the El Paso County Auditor
Attn: Edward Dion
County Administrative Offices
800 E. Overland, Room 406

El Paso, Texas 79901
Via email: edion@epcounty.com

TO CITY: Town of Horizon City
Attn: Mayor Ruben Mendoza
14999 Darrington Road
Horizon City, Texas 79928

**ARTICLE 22
CURRENT REVENUES**

22.01 Each Party paying for the performance of governmental functions or services will make those payments from current revenues then available to the paying Party.

IN WITNESS HEREOF, THE TOWN OF THE CITY OF HORIZON AND EL PASO COUNTY have made and executed this Grant Agreement in duplicate originals on the date of the last signature below.

TOWN OF HORIZON CITY

EL PASO COUNTY

RUBEN MENDOZA
MAYOR
DATE: _____

RICARDO A. SAMANIEGO
COUNTY JUDGE
DATE: _____

ATTEST/SEAL

ATTEST/SEAL

CITY Secretary
Date: _____

El Paso County Clerk
Date: _____

APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL FORM

Elaine S. Hengen
Assistant City Attorney

Christina R. Sanchez
Assistant County Attorney

APPROVED AS TO CONTENT

Betsy Keller
El Paso County Chief Administrator

EXHIBIT A

Name	Population	\$11.00	\$44.00	Total
Town of Horizon City	19,642	\$216,062.00	\$864,248.00	\$1,080,310.00

EXHIBIT B
Invoice

Cares Act Reimbursement Request

Invoice

Date

Municipality
Street Address
CITY, ST ZIP Code
Phone
E-mail

Bill To:
Edward Dion, County Auditor
County Administrative Offices
800 E. Overland, Room 406
El Paso, Texas 79901
Phone: 915 546-2040, Ext. 3482
E-mail: edion@epcounty.com

Date	DESCRIPTION OF ALLOWABLE EXPENDITURES	AMOUNT
Total		\$ -

The undersigned official does hereby certify that the following dollars were expended by the (Municipality) and the costs incurred are necessary expenditures due to the public health emergency resulting from the pandemic, the expenditures were not accounted for in the budget most recently approved as of the date of enactment, and the expenses were incurred from March 1, 2020 through December 1, 2020.

Signature of Official:	
Certifying Officials Name:	Date

EXHIBIT C
CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, _____, am the Mayor/CITY Manager _____
("CITY") and I certify that:

1. I have the authority on behalf of CITY to request grant payments from El Paso County for federal funds appropriate pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that COUNTY will rely on this certification as a material representation in making grant payments to CITY.
3. I acknowledge that CITY should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury's Inspector General or the El Paso County Auditor's Office, or designee.
5. I acknowledge and agree that CITY shall be liable for any costs or expenses disallowed pursuant to financial or compliance audit of funds received and will repay those funds to COUNTY within thirty (30) days of receiving notice from COUNTY.
6. I acknowledge that if CITY has not used funds it has received to cover costs that were incurred by December 1, 2020 those funds must be returned to the United States Department of the Treasury and will have all requests for reimbursement submitted on or before the period identified in the Grant Agreement.
7. I acknowledge that CITY's proposed uses of the funds provided as grant payments from COUNTY originate from federal appropriation under section 601 of the Social Security Act and will be used only to cover those costs or expenses that:
 - a. Are necessary expenditures incurred due to the public health emergency resulting from the Coronavirus Disease 2019 (COVID-19);
 - b. Were not accounted for in the budget most recently approved as of March 27, 2020, for CITY; and
 - c. Were incurred during the period that begins on March 1, 2020 and ends on September 30, 2020.

In addition to each of the statements above in this Exhibit C, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By: _____
Signature: _____
Title: _____
Date: _____

State of Texas

County of El Paso

Sworn and subscribed before me on the _____ day _____, 2020 by _____.

(Personalized Seal)

Notary Public Signature

EXHIBIT D
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grans, Loans, and Cooperative Agreements

The undersigned grantee, CITY of _____, certifies, to the best of his or her knowledge that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents and for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The grantee, CITY of _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, grantee understands and agrees that the provisions of 31 U.S.C. Sec. 3801 et seq. apply to his certification and disclosure, if any.

By: _____
Signature: _____
Title: _____
Date: _____

TOWN OF HORIZON CITY
SOCIAL MEDIA POLICY

Introduction

Given the multitude of concerns (legal, political, and ethical) raised by social networking (e.g. Facebook, Instagram, Snapchat, LinkedIn, Twitter, etc.) and sites where information and videos can be posted or shared (e.g. networking, blogging, journaling, instant messaging, and video posting sites) this Social Media Policy (“Policy”) establishes prudent and acceptable practices regarding the use of the Internet by City officials and employees.

Purpose

The City has established a City website and social media accounts in order to communicate to the public, to inform and relay official City Content. The City has a legitimate government interest in effective, efficient, and consistent communications with the public. The City also strives to have a productive workplace. Certain activities on the part of its personnel may become a problem if such activities could:

- (a) impair the work of any City official or employee; create a harassing, demeaning, or hostile work environment; or
- (b) disrupt the smooth and orderly flow of work; or harm the goodwill and reputation of the City among its citizens or in the community.

For these reasons, the following guidelines apply in their use of Social Media, while both on and off duty and the use of Social Media, by employees on and off duty and by appointed or elected officials (hereafter “ City officials” or “officials”), must not interfere with or conflict with their duties or performance, reflect negatively on the Town of Horizon City, or violate any City policy.

The intent of this policy is to regulate the creation and distribution of information concerning the City, its employees, City officials and citizens through electronic and Social Media to the full extent allowed by law. Social media sites of the City are not intended to operate as a traditional open public forum as there are other ample open forums for purposes of expressing opinions and views. Protecting the City’s reputation and ensuring that a person’s communications with people outside the City not only reflects positively on the person as an individual, but also as a representative of the City.

Personal use of the Internet is a privilege and carries responsibilities requiring ethical and responsible use. While every person has the right of free speech under the First Amendment to the United States Constitution, not all speech by a public employee or official falls within the protection of the First Amendment. Employees and City officials may comment on issues of general or public concern (as opposed to personal grievances) so long as the comments do not disrupt the workforce, interfere with important working relationships or efficient workflow, undermine public confidence in the City or violate the Texas Open Meetings Act. Nothing in this policy shall be interpreted or applied in such a manner as to unlawfully infringe upon a city employee’s or official’s recognized rights under the First Amendment **and** nothing is intended by this policy to interfere with employees speaking on matters

of public concern as private citizens, if no undue disruption to City operation results or may result. While any comments must be evaluated on a case by case basis, this policy establishes general guidelines for city employees and officials.

Social Media

The City may monitor the access, use and postings to the Internet, including postings made from personal computers and other electronic devices, to ensure compliance with City policies, support the performance of investigations, assist management of information systems, and for all other lawful purposes. The City expects all city employees and officials to follow the guidelines contained in this policy when posting information on the Internet, regardless if it is done during or after work hours.

The policy covers all Internet sites, including but not limited to social media, networking, blogging, journaling, instant messaging and video posting sites, as well as City owned electronic networks or devices (collectively referred to as “Social Media” or the “Internet”), and as specifically stated, personal electronic devices.

Use of City Equipment

No use of any Social Media is considered private or confidential even if it is password protected or otherwise restricted. Any person using a city-owned computer, cell phone, or other Internet-equipped electronic device (hereafter “City’s electronic resources”) has no expectation of privacy in the use of these resources. The City reserves the right to access, intercept, monitor and review all information accessed, posted, sent, stored, printed, or received through its communication systems or electronic resources at any time.

Use of Personal Equipment

Employees and city officials are strongly discouraged from creating or maintaining any City records or information on personal electronic resources and devices. The City prohibits using personal electronic resources and devices for purposes of texting concerning City business.

Employees and city officials are reminded that all records and information concerning City business that are created or maintained on personal electronic resources and devices is considered to be a City record. As such, it is subject to disclosure under the Public Information Act and must be retained in accordance with the City’s records retention schedule. Violations of these obligations are criminal offenses.

Other City Policies/Ordinances Apply

This policy should be read and interpreted in conjunction with other City policies, including but not limited to, policies prohibiting harassment, discrimination, offensive conduct or inappropriate behavior and the City’s Internet and email use policy, and applicable provisions of the Horizon City Municipal Code and Ordinances. Violations of this Social Media Policy will constitute “Prohibited Conduct” under the Town of Horizon City Employee Policy Manual. In addition, certain actions,

such as the release of confidential information, can constitute a criminal offense or be a violation of the Open Meetings Act or the Public Information Act.

In addition, city employees and officials should consult the City's Ethics Ordinance, Article 1.04 of the Horizon City Municipal Code, to ensure that communications and use of Social Media is appropriate in accordance with all ethical obligations. For city officials, the City Council may take any actions available in accordance with the law, including public reprimand or censure.

In following the below guidelines, city employees and officials are encouraged to act responsibly on and off duty and to exercise good judgment when using social media.

Individual supervisors or city officials do not have authority to make exceptions to these guidelines.

Employee Guidelines

- Any discussion or posting of public information on the Internet, must comply with the City's guidelines (as listed herein), regardless of where the posting is conducted, in accordance with state and federal law on the use of communications by city employees, including but not limited to the Public Information Act and the Open Meetings Act. Keep postings factual and accurate. Understand that postings are widely accessible, not retractable, and retained or referenced for a long period of time, so consider content carefully.
- If a mistake is made, admit to it and post a correction as soon as possible. Reply to comments in a timely manner, when a response is appropriate. When disagreeing with others' opinions or providing comments, be sure that the comments are meaningful, respectful and relevant to the topic.
- Posting of information of a personal nature on the Internet by employees is prohibited during work hours. Employees are not permitted to engage in social networking of a personal nature while using any of the City's electronic resources including posting any comments or material that promote or endorse a political campaign or candidates.
- Never disclose any confidential information concerning another employee or official of the City in any posting.
- Never disclose personal or confidential information about a City resident or customer in any posting.
- Never disclose any confidential information concerning a current or proposed economic development project in any posting.
- Do not provide information or documents regarding City business in response to a posting questioning such business or seeking information or City records. All requests for City information or documents must be processed in accordance with the City's policy on processing requests under the Public Information Act.
- Employees must abide by all federal and state law as well as City policies with regard to information posted and transmitted through the Internet.
- If the employee's personal social networking includes any information related to the City, the employee must make it clear to the readers that the views expressed are the employee's alone and not reflective of the City's views.

- Respect co-workers and the City. Do not post any information and/or pictures on the Internet which may defame, embarrass, insult, demean, or damage the reputation of the City or its employees.
- Do not put anything on social media that would constitute a violation of the City's harassment policy.
- Do not post any pornographic pictures of any type in any manner that could identify you as an employee of the City.
- Do not post pictures of yourself or others containing images of City Uniforms or insignia, City logos, City equipment or City worksites, unless you are posting them on an official City website as part of your job duties and in conformance to the existing policies.
- Do not post information protected by a copyright or trademark on City Social Media site unless the City receives written permission of the owner of the copyright or trademark for the posting.
- Do not permit or fail to remove postings violating this policy even when placed by others on your personal social media sites. Recognize that postings, even if done off premise, could have an adverse effect on the City's legitimate business interests.
- Any Social Media presence on behalf of the City or representing the City or any City Department must be requested by the associated department head. The requesting department head as well as the employee assigned to create and monitor said Social Media presence shall be held responsible for all content appearing on the requested Social Media sites.
- Employees are encouraged to report to Human Resources any potential violations of this Policy or any other improprieties they may observe in the use of any social media by city employees and officials, as such actions serve to protect the image of the City.

Guidelines for City Officials

- Postings of City documents and information on the Internet, must comply with the City's guidelines (as listed herein), regardless of where the posting is conducted, in accordance with state and federal law on the use of communications by city officials, including but not limited to the Public Information Act and the Open Meetings Act.
- Due to Open Meetings requirements, city officials are prohibited from participating in postings or discussion threads on City Social Media sites created and maintained by the City. The City's Social Media sites do NOT meet the requirements of an online message board under Section 551.006, Texas Govt Code.
- Do not engage in social networking of a personal or political nature while using any of the City's electronic resources, including posting any comments or material that promote or endorse a political campaign or candidates, or constitute political advertising under § 253.003, Texas Election Code.
- Never disclose any confidential information concerning an employee or other official of the City in any posting.
- Never disclose personal or confidential information about a City resident or customer in any posting.
- Never disclose any confidential information concerning a current or proposed economic development project in any posting.

- While officials may respond to constituent's questions, do not provide official information or documents regarding City business in response to a posting questioning such business or seeking information or City records. All requests for City documents and records must be processed in accordance with the City's policy on processing requests under the Public Information Act.
- Abide by all applicable City policies with regard to information posted and transmitted through the Internet.
- If the official's personal social networking includes any information related to the City, the person must make it clear to the readers that the views expressed are the official's alone and not reflective of the City's views.
- Respect employees, city officials and the City. Do not post any information and/or pictures on the Internet which may defame, embarrass, insult, demean, or damage the reputation of the City or its employees or city officials.
- Do not put anything on social media sites, that would constitute a violation of the City's harassment policy.
- Do not post any pornographic pictures of any type which could identify you as an official of the City as doing so would embarrass the City and damage the reputation of the City.
- Do not post pictures of yourself or others containing images of City Uniforms or insignia, City logos, City equipment or City worksites, unless you are posting them on an official City website as part of your official duties and in conformance to the existing policies.
- Do not permit or fail to remove postings violating this policy even when placed by others on your personal social media sites. Recognize that postings, even if done off premise, could have an adverse effect on the City's legitimate business interests.

City Use of Social Media

The Town of Horizon City encourages the use of Social Media to further the goals of the City and the missions of its departments when and where appropriate. It also supports the use of Social Media to reach broader audiences and to strengthen the connection between City government and the community. Accordingly, the City may from time to time use Social Media to distribute information and photos that are relevant, timely, and informative. Whenever possible, links should direct users back to the City's official website for in-depth information, forms, documents, or on-line services necessary to conduct business with the City.

Only designated City employees will be allowed to post or distribute information on the City's Social Media sites. Department Heads will approve designated employees. The city clerk shall monitor content of each Social Media site to ensure adherence to appropriate use, message, and branding consistency as outlined in the City's Social Media Policies. The city clerk will notify the mayor and appropriate department head in the event of possible misuse of any City Social Media accounts. All designated employees shall ensure that all required City notices regarding the purpose of the Social Media site and the terms of use of that site are placed and maintained on the site.

As a general rule Social Media may be used to communicate the following to the public:

- Event announcements and reminders
- Updates on issues such as ordinances or actions by the City Council
- Road construction and repairs and traffic detours
- Photos of community events and City projects
- Emergency information
- Information about City facilities and services
- Illustrate the beauty of Horizon City and the surrounding area

Corrections

Erroneous information, either posted or distributed, needs to be corrected as soon as possible. Serious errors are to be brought to the attention of the city clerk upon discovery.

User Comments

Users and visitors to City Social Media sites shall be notified that the intended purpose of the site is to serve as a mechanism for communications between the City departments and the public, and that posted comments will be monitored. Any comment posted on a City Social Media site by a member of the public is not an opinion of the City. While the City recognizes the right of the public to criticize the City and its public officials when criticism concerns performance of public duties, the City reserves the right to remove inappropriate comments and comments which violate this Policy or applicable law, which may include but are not limited to:

- Comments not related to the post for which they are made, is off topic or is not within the scope of responsibility of the Town of Horizon City (or the specific departmental page)
- Abusive, profane or vulgar language or content
- Comments which reflect personal attacks about the character or personality of a person or insults of any kind
- Solicitations of commerce or endorsements of products, services, organizations or other entities
- Comments containing personal identifying information or sensitive personal information
- Sexual content or links to sexual content
- Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regards to public assistance, national origin, physical or mental disability, or sexual orientation.
- Comments which refer to or encourage illegal activity or which incite violence
- Information that may tend to compromise the safety or security of the public or public systems
- Content that violates a legal ownership of property or infringes on a copyright or patent
- Comments that promote or endorse a political campaign or candidates

Persons may be banned from the City's Social Media accounts if, after appropriate warning and removal of posts, they continue to act contrary to these rules.

Records Retention

Internet sites contain communications sent to or received by the City and its employees and officials, and such communications are therefore public records subject to the Texas Public Information Act. Retention requirements apply regardless of the form of the record. The City shall endeavor to preserve these records pursuant to the City's records retention schedule for the required retention period in a format which preserves the integrity of the original record and is accessible. Additionally, comments or postings that are removed from a Social Media site shall also be retained as required by law and the records retention schedule.

Data Ownership and Copyright Policy on City Social Media Sites/Accounts

The City retains the rights to all text, photographs, graphics of any kind and other content found on City Social Media Sites that was produced by the City. All social media communications or messages composed, sent, or received on City equipment in an official capacity are the property of the City. The City maintains the sole property rights to any image, video or audio captured while a City Employee is representing the City in any capacity even if disseminated over City Social Media Sites whether the dissemination is authorized or unauthorized unless a release of those property rights has been specifically granted.

Use of City Seal or Logo

Any use of the City Seal or Logo, including the use of Police Department badges, patches or insignia is prohibited without the express written permission of the City.

Disclaimer

Under this Policy, the City disavows, and is not responsible for any sites, posts, opinions, or content not coordinated through and approved by the city clerk. If city employees or officials post data purporting to be on behalf of the City while using a Social Media site without the prior approval of the city clerk, the City is not responsible for said posted content, such content is not to be construed as reflecting the views or opinions of the Mayor, City Council, appointed city officials or City staff. The absence of explicit reference herein to a particular site does not limit the extent of the application of this Policy. If any City employee is uncertain, he/she must consult their supervisor before proceeding. If any City official is uncertain, he/she must seek to obtain guidance by contacting the city clerk.

Limitation on Liability of City

The City strives to post accurate and relevant content but does not guarantee the accuracy of any information posted on City Social Media sites and assumes no liability for damages resulting from reliance on any inaccuracies. The City does not warrant that City Social Media sites will be uninterrupted, permanent or error free.

The City’s Social Media Sites should not be considered by investors determining whether to invest or continue to invest in the City’s debt offerings; information regarding the City’s financial position is available upon request to the City.

****This Social Media Policy May Be Revised At Any Time By Action of the City Council****

Acknowledgement of Receipt of Social Media Policy

I have received my copy of the Town of Horizon City’s Social Media Policy and I have read and understand the information contained herein. I further acknowledge that if an employee, disciplinary action may result if I violate this policy and this action may include termination.

Date: _____

Name (Print): _____

Signature: _____

If Applicable:

Acknowledgement of Requirements for Posting on the City’s Website or Social Media Site

I acknowledge that I have been authorized to edit, post or alter content of the City’s website or a City Social Media site. I agree that I will comply with any training or other requirements, policies or restrictions regarding the editing, posting or altering of any content on the City’s website or a City Social Media site.

Date: _____

Name (Print): _____

Signature: _____

**FIRST AMENDMENT TO
COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
TOWN OF HORIZON CITY, TEXAS AND
HORIZON CITY POLICE OFFICERS' ASSOCIATION**

THIS FIRST AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT ("First Amendment") is by and between the Town of Horizon City, Texas, a home rule city ("the City") and the Horizon City Police Officers' Association, a collective bargaining unit ("the Association").

WHEREAS, on or about November 15, 2019, the Association sent a notice to the City to engage in the commencement of good-faith collective bargaining negotiations on or after January 1, 2020 for the purpose of agreeing upon a new agreement to replace the Collective Bargaining Agreement currently in effect from October 1, 2016 through September 30, 2020 between the parties ("CBA");

WHEREAS, the City and the Association through their respective representatives commenced discussions to engage in such negotiations in February 2020 and to schedule meetings in March 2020 and such negotiations were temporarily suspended when the governor, as well as the Mayor and Council, issued a Declaration of Emergency with regard to the coronavirus epidemic;

WHEREAS, the City and the Association negotiating teams resumed discussions about scheduling meetings for the purpose of negotiating the CBA and held two teleconference meetings in May 2020 to discuss ground rules and proposals presented by the parties;

WHEREAS, the City's finances for FY2020-21 is affected by the economic uncertainties created by the coronavirus Emergency Declaration and the first year of the legislative cap imposed by the approval of Senate Bill 2 (Chapter 26 of the Texas Tax Code) by the legislature and governor on property taxes;

WHEREAS, on May 26, 2020, after a proposal by the City, a Counterproposal by the Association and a revised proposal by the City that was accepted by the Association's negotiating team agreed to the revised proposal, as set forth herein;

WHEREAS, the negotiating teams for the City and the Association agreed they would take the proposal to the City Council and the Association membership and recommend that the proposal set forth in this First Amendment be approved; and

WHEREAS, in consideration of the Association's agreement to make the changes to the Assistant Chief's position effective on July 15, 2020, the City agrees that the effective date of this First Amendment shall be July 15, 2020.

NOW THEREFORE, the City and the Association therefore, acting through designated members of their respective negotiating committees who are authorized to execute this First Amendment, and in consideration of the mutual promises contained herein, agree as follows:

AGREEMENT

1. The City and the Association have bargained in good faith and agree to the following amendments to the terms and conditions of the CBA:

A. Article I, Duration is revised to add the following:

“The term of the Collective Bargaining Agreement is extended for a period of one (1) year, until September 30, 2021.”

B. Article XIX, Wages and Compensation, Section 2 is revised to add the following:

The base salaries for all members of the Collective Bargaining Unit set forth as Increase (COLA and salary adjustment) shall be increased by three percent (3%) for FY2020-2021, which shall be effective on July 19, 2020.

Year	Increase (COLA and salary adjustment)	Advancement in grade*
FY2020-21	3.00%	
Total Increases	13.50%	2.0%

C. Article XX, Hours of Work, Overtime and Court Time, Section 4, Miscellaneous is revised to add the following:

c) The policy regarding Daylight Savings Time be revised so that officers working the third (3rd) shift will be paid 8 hours on the date that Mountain Daylight Savings Time is effective in the Spring of each calendar year, and overtime for one (1) additional hour of work during the date in which the Mountain Standard Time becomes effective in the Fall of each calendar year.

d) For the purposes of this Article XX, as of July 19, 2020, the Assistant Chief shall be considered exempt under FLSA and shall not be eligible for overtime under this Agreement.

2. The remaining terms and conditions of the Collective Bargaining Agreement beginning on October 1, 2016 shall continue in full force and effect until the expiration of the Agreement as amended by this First Amendment, or as otherwise set forth in Article I of the CBA.

3. The Collective Bargaining Agreement, as revised by this First Amendment, is attached as Exhibit A, which is hereby incorporated into this amendment by reference.

4. In the event of a conflict between this First Amendment and the original Collective Bargaining Agreement, the terms of this First Amendment shall prevail.

5. The Effective Date of this Amendment shall be July 19, 2020.

EXECUTED by the parties below.

HORIZON CITY POLICE OFFICERS' ASSOCIATION

By: _____
Jesus Ortega, President

TOWN OF HORIZON CITY, TEXAS

By: _____
Ruben Mendoza, Mayor

ATTEST:

Elvia Schuller, City Clerk

Approved as to Form:

Bertha A. Ontiveros, Asst. City Attorney

AGREEMENT*
TOWN OF HORIZON CITY
AND HORIZON CITY POLICE OFFICER'S ASSOCIATION
AGREEMENT TIME PERIOD
OCTOBER 1, 2016 THROUGH SEPTEMBER 30, ~~2021~~2020

* As amended on July 14, 2020

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PREAMBLE

The following Agreement by and between the Town of Horizon City, Texas, hereinafter referred to as the City and Horizon City Police Officers Association, hereinafter referred to as the Association, is recorded in accordance with the Fire and Police Employee Relations Act of the State of Texas. The City and the Association agree that the efficient and uninterrupted performance of the municipal police function is a primary purpose of this Agreement, as well as the establishment of fair and reasonable compensation and working conditions for the Police Officers of the City. The Agreement has been reached through the process of collective bargaining with the City and its Police Officers. The Agreement therefore, is intended to be, in all respects, in the public interest.

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ARTICLE I
DURATION

This agreement will be effective as of the 1st day of October, 2016, and shall remain in full force and effect until the 30th of September ~~2021~~2020, as extended by the First Amendment to the Collective Bargaining Agreement, or until such time as a successor agreement is reached, whichever is later.

DRAFT

ARTICLE II
DEFINITIONS

1. "Agreement" refers to this Collective Bargaining Agreement negotiated between the TOWN OF HORIZON CITY and the ASSOCIATION;
2. "Association" means the Horizon City Police Officers' Association.
3. "Association's Grievance Committee" means the grievance committee established by the by-laws of the Association.
4. "Bargaining Agent" refers to the duly recognized ASSOCIATION and the designated sole and exclusive bargaining agent, which for this contract is the COMBINED LAW ENFORCEMENT ASSOCIATIONS OF TEXAS, hereinafter referred to as CLEAT.
5. "Base Pay" means the rate of pay set out in Section 2 and section 3 of the Wages and Compensation Article of this Agreement, and does not include any other incentive pay programs (i.e., longevity, certificate, or shift differential pay).
6. "Budget" (Fiscal) Year – refers to a CITY's fiscal year commencing on October 1 and ending on September 30 of the subsequent year.
7. "Calendar Year" refers to a year beginning on January 1 and ending on December 31 of that year.
8. "Chief" means the Chief of Police of the Town of Horizon City, Texas.
9. "City Personnel Policy or Policies" – refers to the Town of Horizon City Personnel manual, and Horizon City Police Procedure Manual as they may be amended.
10. "City" means the TOWN OF HORIZON CITY, TEXAS.
11. "Effective Date" refers to the date established as the effective date or on which the terms and conditions of the Agreement are formally adopted and approved by both the ASSOCIATION and the TOWN OF HORIZON CITY, TEXAS, whichever is later
12. "Employee" means any sworn police officer employed in the Police Department of the City, with the exception of the Chief of Police.
13. "Employer" means the TOWN OF HORIZON CITY, TEXAS.
14. "FLSA" refers to the Fair Labor Standard Act, as amended.
15. "Gender"- Reference to the male gender throughout this Agreement shall have equal force and include reference to the female gender.

16. "Grievance" for purposes of this Agreement is defined as any dispute, claim, or complaint involving the interpretation, application or alleged violation of a provision or provisions of this Agreement, as raised by the Grievance procedures in this Agreement.
17. "Holiday" shall refer only to City recognized holidays, such holiday to begin at 12 o'clock a.m. and end at 11:59 p.m. on the specified day.
18. "Management" means any person acting on behalf of the City in the administration of this Agreement.
19. "Officer" means any sworn Police Officer of the City with the exception of the Chief of Police.
20. "On-call" shall mean a period of time when the employee is not actually performing work but is required to be accessible by telephone or paging device or otherwise leave information as to where he can be reached while on call and to be able to return to his duty station when called upon. The employee is allowed to effectively use his time for his own purposes, however, Chief may establish rules governing the use of alcohol or participation in certain activities that relate to the employee's ability to respond and perform the requested work. The Chief shall establish a procedure by which employees are placed on-call and such practice shall not be for less than a full week, except with the consent of the employee. The receipt of a call to return to duty or being generally subject to receiving a call to return to duty does not constitute being on-call.
21. "Paid Time Off" refers to any time period for which an employee is entitled to receive pay without actually being at work for that time period.
22. "Parties" refers to the TOWN OF HORIZON CITY and the ASSOCIATION jointly.
23. "Probationary Officer" means a newly hired Police Officer during the first twelve (12) months of employment during which time the Police Officer has no right to the grievance (appeal) procedures provided in Article IX.
24. "Promotion" means advancement from a lower rank to a higher rank within the Department.
25. "Seniority" means the total years of service with the town of HORIZON CITY POLICE DEPARTMENT serving in a law enforcement capacity.
26. "Strike" means, whether done in concert or individually, a failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment (including, but not limited to, "slowdowns", "sickouts", and the intentional failure to make arrests), for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment.
27. "TCOLE" shall refer to the Texas Commission on Law Enforcement or any successor agency.

ARTICLE III

ASSOCIATION RECOGNITION, RIGHTS AND DUTIES

SECTION 1 Recognition

The City recognizes the Association as the sole and exclusive collective bargaining agent for the unit consisting of all sworn Texas Peace Officers, except the Chief of Police. The Association recognizes the Combined Law Enforcement Associations of Texas as the sole and exclusive bargaining agent for the Association.

SECTION 2 Payroll Deductions

- A. The City shall deduct monthly Association dues from each individual member who has voluntarily authorized Association dues deductions.
- B. Any individual member of the bargaining unit wishing to voluntarily withdraw his authorization for Association dues deduction must personally sign the appropriate form as required by the City.
- C. The City shall notify the Association in writing of any member who revokes or adds his authorization for any deduction herein within thirty (30) calendar days from the revocation or addition of the deduction.
- D. The amount of the deductions shall be set forth in any deduction authorized by individual members or letters of request signed by the President of the Association. Any deductions as set forth herein already previously authorized by a member shall be automatically increased by the City upon any letter signed by the President of the Association and stating that such increase has been approved consistent with the Constitution and By-Laws of the Association.
- E. All amounts deducted pursuant to this article shall be paid to the legally designated representative of the Association in accordance with reasonable procedures established by the City.
- F. The City agrees to separate CLEAT dues from the members and send such dues to the CLEAT Office in Austin, Texas.
- G. The Association will defend, save, hold harmless and indemnify the City from any and all claims, demands, suits or any other form of liability which may arise out of the execution, placing into effect or carrying out the terms of this Section.

SECTION 3 Conducting Association Business

- A. The Association President or CLEAT Representative shall be permitted to speak to officers within the unit about Association or CLEAT related business at shift meetings with advance scheduling with the chief. Such association business will be kept brief as to not interfere with the functions of the Police Department.
- B. The Chief of Police and the Association President agree to adjust hours of work for the Association President and three (3) other member of the association to attend the CLEAT Convention and two (2) CLEAT related training seminars within the calendar year. In the event the Association President cannot attend any of the functions he may choose another member of the Association to attend in his place. All cost of the members attending such functions will be paid by the Association. The ability to adjust the work schedule will be contingent upon the needs of the Police Department, but said requests for schedule adjustments

- shall not be unreasonably denied. Provided however, that any attendance by any member of the Association shall be on off-duty time.
- C. The Association may provide at its own expense one (1) bulletin board at the police station. The bulletin board shall be located in a conspicuous location by mutual agreement of the Association President and Chief of Police. The board may be used for the following notices.
1. Association Meetings.
 2. Association Elections.
 3. Reports of the Association Committees.
 4. Rulings, information, or policies of the State or National Associations.
 5. Legislative Enactments and Judicial Decisions Affecting Public Employee Labor Relations.
 6. Notices or announcements pertaining to the political activities of the Association. No political signs for a particular candidate shall be placed on the bulletin board.
 7. No posting shall be sexually or racially objectionable or offensive. Such determination on the sexual or racial nature shall be made by the chief.

SECTION 4. NON-DISCRIMINATION

The Association shall not engage in the following practices:

- A. Interfere with, restrain or coerce employees in the exercise of rights granted in this Agreement;
- B. Cause or attempt to cause the City to discriminate against any employee in hiring, tenure, training, or other terms or conditions of employment because of the employee's membership or lack of membership in any labor organization.
- C. Cause or attempt to cause the City to discharge or discriminate against any employee because has given information or testimony alleging a violation of this Agreement, any law of the United States or the State of Texas, the City Charter, or the Rules and Regulations of the Department; and
- D. Discriminate against any employee in the application or interpretation of the provisions of this Agreement on the basis of the employee's Association membership or non-membership.

ARTICLE IV
MANAGEMENT RIGHTS

SECTION 1

The Association recognizes the prerogative of the City to operate and manage its affairs in all respects, including the provision of competent and efficient service to the citizens of the Town of Horizon City.

SECTION 2

The Association agrees that the City shall maintain and be vested with all of its rights, powers, and authority to operate and manage the Department and its work force, without limitation, subject to applicable federal and state statutes and local ordinances, resolutions and rules, unless specifically limited by this Agreement. These rights include, but are not limited to: the right to hire, demote, suspend, discharge lay off, promote, assign or transfer employees to any job or any work; to increase or decrease the work force; to determine the number and size of the work shifts; to grant paid and unpaid leaves of absence for any reasons; to determine the number of and assign employees to any work or duties; to determine and re-determine the hours of work per day or week; to make and enforce work rules for the purpose of efficiency, safe practice, discipline or any other reason; to establish performance standards and to review employees under these standards; to determine the equipment to be used; to make technological changes; to eliminate work; to require overtime work pursuant to federal and state law; to establish, modify and enforce rules and regulations.

The rights and powers of management mentioned in this section do not list all such powers, and the rights listed, together with all other rights, powers and prerogatives of the City, not specifically ceded in this Agreement, remain vested exclusively in the city as employer. If this agreement does not, by its terms, specifically restrict management, then management retains power over the matter in question.

ARTICLE V

NO STRIKE CLAUSE

The Association shall not cause, counsel, or permit its members to strike, slow down, disrupt, impede or otherwise impair the normal functions of the Department; nor to refuse to cross any picket line by whomever established, where such refusal would interfere with or impede the performance of the employee's duties as an employee of the City, in accordance with Texas Local Government Code 174.101 et seq.

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ARTICLE VI

MANAGEMENT DUTIES TO THE ASSOCIATION

SECTION 1

The City shall provide the following materials to every employee

- A. A copy of special orders, general orders, training bulletins, and rules and regulations;
- B. A copy of this Agreement in either paper copy or any electronic format.

SECTION 2 Prohibited Practices

The City shall not engage in the following practices:

- A. Dominate, interfere, or assist in the formation or administration of the Association or any competing employee organization; or contribute any financial support to any such organization. This practice shall include any assistance either direct or indirect, to another labor organization that can possibly be certified under Section 174.104, of the Texas Local Government Code as an exclusive bargaining representative.
- B. Encourage or discourage membership in any police or police labor organizations by discriminating in hiring, tenure, training, or other terms or conditions of employment.
- C. Discharge, discipline or discriminate against any employee because he has filed an affidavit, petition, grievance, or complaint; or given any information or testimony alleging violations of this Agreement; or because he/she has formed, joined, or chosen to be represented by any police or police labor organization.
- D. Make or permit any agreement, understanding, or contract with a member of the bargaining unit, which in any manner circumvents, alters amends, modifies, or contradicts any provision of this agreement.
- E. Discriminate against any employee in the application or interpretation of the provisions of this Agreement on the basis of the employee's Association membership or non-membership.

SECTION 3

The City recognizes its responsibility to a reasonable, fair, and consistent interpretation and application of Department Rules and Regulations, Special Directives, and Administrative Orders which govern the conduct of employees on the job.

SECTION 4

Any alleged violations of this Article shall be raised and submitted for resolution through the Grievance Procedure, Article X.

ARTICLE VII

MAINTENANCE OF STANDARDS AND BENEFITS

SECTION 1

All standards, privileges, rights and benefits, presently enjoyed by the employees of the Town of Horizon City at the effective date of this Agreement, which are not included in this Agreement, shall be extended to the members of the Association for the duration of the Agreement except items which are excluded herein.

SECTION 2

The parties agree that the City will provide health insurance to employees and employees will accept the health insurance that is provided for all non-police employees of the Town of Horizon City. It is understood that the City has the right to periodically reevaluate the benefits provided and make changes. Before the City makes such changes, the Association will be notified. At such time as the receives City written notice of the proposed rates for the next coming year, the City will within one business day give a copy of the written notice to the President of the Association. The President or his designee will be included in the City's discussions relating to the decision to accept the new rates or to seek quotes for different health insurance coverage. If the City decides to seek quotes for different health insurance coverage, the President or his designee will be included the discussions relating to the decision and the type of coverage to be obtained and will be kept informed as to each step of the process of obtaining the new health insurance. The City agrees to provide suitable health care insurance for its employees.

SECTION 3

The parties agree that the City may provide a defined contribution plan, such as a 457b plan, for employees and employees will accept such defined contribution plan under the same terms and conditions as it is provided for all non-police employees of the Town of Horizon City, as approved by the City Council. Any revisions to the defined contribution plan as in effect on the effective date of this Agreement excluding elimination of the plan, will automatically apply to the employees upon the effective date of the plan as approved by the City Council.

SECTION 4

The provisions of the travel policy applicable to all officers and employees of the City, as approved or amended by the City Council, will apply to the employees. Any revisions made to the travel policy shall automatically apply to the employees upon the effective date of the change as approved by the City Council.

ARTICLE VIII

INTERNAL ADMINISTRATIVE INVESTIGATIONS

SECTION 1

To insure that internal administrative investigations are conducted in a manner conducive to good order and discipline, while observing and protecting the individual rights of each officer on the force, the following procedures shall apply:

1. The Chief of Police, or Assistant Chief of Police if so designated, shall cause an investigation to be conducted of all written complaints, unless a complaint is determined to be unfounded.
2. As is provided in state law, a written complaint is a complaint that is in writing and signed by the person making the complaint or initiating a formal administrative investigation. A copy of the written complaint shall be given to the employee within a reasonable time after the complaint is filed. A formal administrative investigation complaint will be generated on a Department created form that purpose, and the use of other Departmental documentary systems, to include but not be limited to supervisory logs and notes, which may be used for documenting or otherwise noting information relating an employee's work, conduct and behavior, shall not constitute a written complaint.
3. Interviews conducted by the Department during the investigation of a written complaint shall be conducted in accordance with the following rules:
 - A. The interview of any officer shall be at a reasonable hour, preferably when the officer is on duty or during the daylight hours, unless the exigencies of the investigation dictate otherwise.
 - B. The interview shall take place at a location designated by the Chief.
 - C. The officer shall be informed of the nature of the investigation before any interview commences. If it is known that the officer is being interviewed as a witness only, the officer shall be so informed.
 - D. During an investigation of a critical incident, to include but not limited to an officer-involved shooting and/or in-custody death, an officer shall not be compelled to participate in a "walk-through" investigation without their legal counsel being present. The parties agree that a "walk-through" is defined as an investigative tool where the investigators and/or supervisors request the officer to re-trace his actions in the critical incident while being questioned concerning his observations and actions in the incident. Such "walk-through" shall not be videotaped. Sufficient information to reasonably apprise the officer of any allegations shall also be provided to him prior to or during the "walk-through."
 - E. The interview shall be completed with reasonable dispatch.
 - F. The officer shall not be subjected to any offensive language, nor shall the officer be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing in this Section is to be construed so as to prohibit the investigating officer from informing the officer that the officer's conduct can become the subject of disciplinary action resulting in disciplinary punishment.
 - G. If an officer is under arrest or likely to be (that is, if the officer is a suspect or a target of a criminal investigation), the officer shall be given his rights pursuant to the existing law.
 - H. Upon request, the officer shall be given an exact copy of any written statement the officer may execute.
 - I. The refusal by an officer to answer, pursuant to a direct order, pertinent questions concerning any non-criminal matter may result in disciplinary actions.

- J. Upon the request of either the officer being interviewed or the Chief or other officer conducting the interview, the City shall record the interview. The recording shall commence immediately at the beginning of the interview. There shall be no “off the record” questions. All recesses called during the questioning shall be noted in the record. The officer shall always have a right to a copy of the recording at the officer's expense. The recording shall not be introduced by either party at any appeal hearing (grievance).
- K. The officer shall be allowed to consult the officer's attorney at any time during the investigatory process so long as such consultation does not impede the investigatory process.

SECTION 2

Nothing in this Article will preclude discussions of matters involving an employee's work, conduct and behavior such as requesting the completion of routine reports or providing initial explanatory information regarding an incident or matter before a written complaint may be prepared and signed, giving an employee non-disciplinary verbal counseling, giving additional training or guidance on a procedure or other matter or issue, or issuing a performance report or evaluation. Nothing in this Article will preclude the Department from immediately acting to start an investigation of a serious incident, such as one involving an officer-involved shooting or the death or serious injury of an individual, before the written complaint is prepared and signed.

SECTION 3

A police officer shall not be required to submit to a polygraph examination as part of an administrative or internal investigation, regarding the officer's conduct unless the complainant is first examined by a licensed polygraph examiner. If a police officer is subjected to a polygraph examination, the licensed examiner who administers the examination shall not know the results of the complainant's polygraph examination or the name of the licensed examiner who conducted such examination. Any applicable prohibitions in future statutes concerning the use of the polygraph examinations shall be followed as of the date the law becomes applicable to the unit covered by this Agreement.

ARTICLE IX

DISCIPLINARY GRIEVANCE PROCEDURES

SECTION 1 General Rules, Procedures & Definitions

A. Calculation of Time and Transmittal

For the purposes of this Article, the term “days” shall mean calendar days, unless otherwise specified. The day of the act, event, or default after which the designated period of time begins to run is not to be included. The last day of the period so computed will be included, unless it is a Saturday, Sunday, or legal holiday, which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday.

B. Disciplinary Grievance is an appeal from a suspension for more than five (5) working days, demotion or termination of an employee conducted through the arbitration process specified in this Article.

C. Contract Grievance is a dispute involving the application, interpretation or enforcement of this Agreement, but not involving the suspension, demotion or termination of an employee conducted through the arbitration process specified in Article X.

D. Payment of Arbitration: The cost of selecting and engaging an arbitrator for any arbitration required by this article shall be split evenly between the parties. Nothing herein prevents the arbitrator from requiring the parties to prepay the costs in advance. Each party shall be responsible for their own costs and expenses incurred during the arbitration process, including but not limited to their attorney’s fees.

SECTION 2 Discipline and Disciplinary Grievances

A. City’s Authority

The City shall have the authority to demote, reprimand, suspend without pay not to exceed thirty (30) days, or terminate any officer who has completed the probationary period for the causes set forth in the rules and regulations, policies, general and special orders, and directives of the Town of Horizon City Police Department. A Probationary Officer may be discharged at any time during the probationary period for any reasons, but for the record, a full statement of those reasons must be filed with the Human Resources Director within three (3) days of the discharge. Disciplinary action for non-criminal activity shall not be initiated against any employee for a violation which occurred more than 180 days prior to the service of the Notice of Proposed Disciplinary Action or written reprimand upon the employee.

B. Written Reprimands

Officers shall not have the right to appeal or file a grievance regarding a letter of reprimand, but may submit a written response to the letter of reprimand for inclusion in their personnel file.

C. Suspensions of Five (5) Working Days or Less

The parties agree that when an officer is suspended with or without pay by the employer for five (5) working days or less, the officer may only proceed as follows:

Vacation Option At the time of receipt of the notice of suspension, the officer may forfeit accrued vacation time or accrued compensatory time equal to the length of the suspension, or

forfeit for any number of full days combined with the remaining period to remain suspended without pay, to serve the suspension with no break in service for purposes of seniority or promotion. The forfeited vacation time or compensatory time will not constitute hours worked for the purpose of overtime pay. In the event an officer has received a disciplinary suspension within the proceeding 24-month period, the officer may forfeit vacation time or compensatory time only with the employer's written permission.

D. Notice of Proposed Disciplinary Action/Pre-Termination Process

1. Suspension of more than five days or Demotion. When the disciplinary action contemplated is to be a suspension of more than five working days, or a demotion, the affected employee must first be served with a Notice of Proposed Disciplinary Action that shall include the Departmental Rules or Regulations violated, the date, time, and place that the employee violated the rule(s); together with a specific description of the employee's conduct which violated the rule(s). The Notice shall be personally served upon the employee or sent by United States Postal Service, certified mail, return receipt requested to the address he has on file with the Department. The statement shall inform the officer that he has seven (7) days after receipt thereof to request a conference with the Chief of Police. Within five (5) working days of receipt of the employee's request, the Chief or the Assistant Chief if designated by the Chief shall meet with the employee, provided that this period may be extended with the mutual consent of the Chief and the employee. During the conference the employee, their representative and the Chief shall engage in discussions with a view toward reaching a consensus and agreement relative to the proposed disciplinary action. No part of the discussions that take place during the conference may be offered into evidence at any subsequent proceeding, except for the limited purpose of determining compliance or non-compliance with the provisions of this Article and for impeachment purposes.
2. Termination. When the disciplinary action contemplated is to be a termination, the affected employee must first be served with a Notice of Proposed Termination that shall include the Departmental Rules or Regulations violated, the date, time, and place that the employee violated the rule(s); together with a specific description of the employee's conduct which violated the rule(s). The Notice shall be personally served upon the employee or sent by United States Postal Service, certified mail, return receipt requested to the address he has on file with the Department, along with a Notice of Pre-Termination Hearing, at least 24 hours prior to the time set for the hearing.

The Pre-termination Hearing will be conducted by the Chief of Police or the Assistant Chief of Police, if so designated by the Chief. The employee is entitled to have a representative to assist him in making his the response to the Chief or designee. The Chief will consider the response as he deems appropriate in making his final determination on disciplinary action to be taken.

If settlement is discussed during the Pre-termination Hearing, no part of those discussions that take place during the Hearing may be offered into evidence at any subsequent proceeding, except for the limited purpose of determining compliance or non-compliance with the provisions of this Article and for impeachment purposes. In the event such a consensus is reached regarding disciplinary action, the execution by the employee of documents finalizing the settlement agreement shall constitute a waiver of the employee's right to file a grievance, and the employee shall be so advised in plain language.

3. Representation. In the situations where the representative assisting an employee in a conference or pre-termination hearing is a department employee, the representative shall not participate in this process on City time.
4. Grievance Steps. If a settlement has not been reached and disciplinary action is taken by serving the employee with a Notice of Disciplinary Action, the employee may submit a disciplinary grievance for arbitration pursuant to the procedure set forth in Subsection E of this Section. However, the Association Grievance Committee shall meet to determine whether arbitration is appropriate. If the Association Grievance Committee decides that arbitration is not appropriate, no further action will be taken. The Association Grievance Committee shall make a decision on this matter within (7) days after the receipt of the Notice of Disciplinary Action is delivered to the employee.

E. Notice of Final Disciplinary Action and Arbitration Procedure

1. Disciplinary Action. If a conference was held under Section D 1 and no settlement reached, or upon completion of a Pre-Termination Hearing under Section D 2, and the Chief determines that disciplinary action will be imposed, a Notice of Disciplinary Action shall be made by hand delivery on the employee or by the United States Postal Service, certified mail, return receipt requested, to the employee's address on file with the City. It shall include the departmental rule(s) or regulations violated, the date, time and place that the employee violated the rule(s). Said statement shall inform the employee that he has fourteen (14) days after the receipt thereof to file a written request for arbitration with the City.
2. Disciplinary Grievance: Notice of a request for arbitration of a disciplinary grievance shall be in writing, addressed to the Chief of Police and made by hand delivery on the Chief or by depositing at the United States Postal Service, certified mail, return receipt requested, using the official mailing (contact) address of the Town of Horizon City, as provided on its website, no later than the 14th day after the date the employee receives the written Notice of Final Disciplinary Action.
3. Discovery: Within seven (7) days of service of the employee's Request for Arbitration, the City shall forward a copy of the officer's entire administrative investigatory file of the incident made the subject of the disciplinary action and the employee's administrative investigatory disciplinary history showing the complaints filed against the employee and the dispositions of each case. All other discovery requests must be made by the employee in writing to the City no later than the 21st day before the date scheduled for the arbitration hearing. The City must provide complete responses to the employee's discovery requests within seven (7) days of the service of the request. The City shall have the right to make discovery requests to the employee or his representative no later than the 21st day before the date scheduled for the arbitration hearing. The employee must provide complete responses to the City's discovery request within seven (7) days of the service of the request.
4. Witness Lists and Exhibits: Upon request of a party, the other party will provide a list of witnesses and copies of their numbered and lettered exhibits no later than the seventh (7th) day before the arbitration hearing is to be held.
5. Selection of Arbitrator: All arbitrations shall be heard by an arbitrator which will be selected on a rotating basis from a panel of four (4) or more selected arbitrators. The

decision of the arbitrator shall be final and binding upon the employee and the City, subject to any rights of appeal to a court of law as permitted by law. During the arbitration process parties shall have the right to be represented by an attorney or a representative of their choosing.

The arbitration panel shall have at least four (4) local arbitrators appointed by mutual agreement of the City and the Association. The members of the panel shall serve a one-year term and be subject to reappointment by mutual agreement of the City and the Association. Subject thereto, the City and the Association may, at any time remove or add agreed upon members by mutual consent. If there is a vacancy, such as by resignation, death, or agreed upon removal, the City and the Association shall act promptly to select enough new members to ensure that the panel contains not less than four (4) active members. On or before January 1st of each year the parties shall meet and confer in regards to reappointment or replacement of the arbitration panel.

6. Final Hearing: Once the hearing date is established, the legal counsel for the City and the employee may each request one continuance for a period of time not to exceed twenty (20) days. Additionally, the arbitrator may grant other continuances upon a showing of good cause or upon mutual agreement by both the legal counsel for the City and the employee or his representative.

The employee and the City shall be entitled to representation by any person of their choice; cross examination of witnesses; presentation of evidence; authority to compel the production of required papers, documents, evidence and the attendance of employees of the City, which production and attendance shall be commanded by the Mayor or the Chief of Police on behalf of the employee; stenographic or non-stenographic recording of the proceedings and any other procedures needed to ensure a fair and impartial hearing.

All issues of jurisdiction or procedural arbitrability shall be decided by the arbitrator before the final hearing. The parties will make every effort to have all preliminary issues heard by submission.

The City has the burden of proof, by a preponderance of the evidence, to prove that the discipline imposed upon the employee was based on just cause and proper under the circumstances.

7. Decision of the Arbitrator: The Arbitrator shall have the authority to interpret the Agreement, to make conclusions of fact based upon the evidence submitted at the proceeding and to apply the contractual provisions to said facts. The jurisdiction of the arbitrator is limited in that he has no authority to add to, subtract from, amend or otherwise change or in any way modify the provisions of this Agreement. The Arbitrator has the authority to sustain the discipline in whole or in part, reverse the discipline in whole or in part, or alter the discipline notwithstanding the ruling in *City of Waco v. Kelley*, 309 S.W.3d 536 (Tex. 2010). In no circumstances is the arbitrator authorized to impose greater discipline than that originally imposed by the City. In cases of termination in which the Arbitrator imposes a suspension in lieu thereof, such suspension shall not exceed the greatest amount of time authorized to be imposed by the City.

The Arbitrator shall, when mutually requested by the legal counsel for the City and the employee, be required to issue a bench award at the conclusion of the hearing and in such event, no legal briefs will be allowed.

The City shall maintain a personnel file on each employee, which may be used for evidentiary purposes in hearings under this Article.

The decision of the Arbitrator is final and binding upon the employee and the City. If the suspended or terminated employee should be re-instated to his position by order of the Arbitrator, then at the discretion of the Arbitrator, the employee may receive: (a) full compensation at the rate of pay that was provided for his position at the time of his suspension or termination; (b) credit for all PTO lost as a result of the suspension or termination; (c) contributions toward any defined contribution plans lost as a result of the suspension or termination; (d) FMLA credit; (e) seniority; and (f) any and all other relief to which he may show himself justly entitled. If the demoted employee should be re-instated to his former rank by order of the Arbitrator, then at the discretion of the Arbitrator, the employee may receive: (a) compensation for any lost base pay if the employee's base pay had been reduced for the time that the employee's rank was reduced; (b) seniority; and (c) any and all other relief to which he may show himself justly entitled. Should the City refuse to comply with the arbitration award, the employee shall have the right to proceed to court for purposes of enforcing same and may recover attorney's fees in such an action.

ARTICLE X

CONTRACT GRIEVANCES

The City and the Association agree that the purpose of this grievance procedure is to provide a just and equitable method for resolving disagreements between the parties regarding the interpretation of the provisions of this Agreement, matters involving the interpretation, application, or alleged violation of a specific provision of this Agreement shall be subject to this grievance procedure.

A. **STEPS** A contract grievance shall be handled as follows:

Step 1: The Police Officer shall submit the grievance in writing to the Chief within fourteen (14) calendar days of the Police Officer's actual or constructive knowledge of the occurrence or the event causing the problem. The written grievance must state the grievance and the facts upon which it is based, the date the Police Officer became aware of his grievance, the remedy or adjustment sought, the section(s) of the Agreement violated, and it must be signed by the grieving party. After receipt of the grievance, the Chief shall evaluate the grievance and respond to the Police Officer within fourteen (14) calendar days. Nothing in this procedure prohibits the grieving Police Officer from attempting to informally resolve the grievance with his supervisor(s) or the Chief prior to submission of the written grievance, and the Association and the City encourage such actions.

Step 2: If the Police Officer is not satisfied with the response from the Chief, the Police Officer may submit his grievance to the Association Grievance Committee to determine if a grievance exists. The Association Grievance Committee shall meet, render its decision and file the notice required under Step 3 with fourteen (14) calendar days of the Step 1 ruling, if the Association Grievance Committee decides that a grievance exists. The Association, beginning with the Step 3 process, shall represent the aggrieved Police Officer. In the event that the Association Grievance committee decides that no grievance exists, the Association shall notify the Mayor in writing that no grievance exists and there shall be no further action taken under this procedure.

Step 3: If a grievance is believed to exist, it shall be presented in writing to the Mayor. The Mayor or his designee may meet with the grieving Police Officer and the Association representative to discuss and attempt to alleviate said grievance. The Mayor shall submit a written answer to the grievance within ten (10) calendar days of receiving the grievance and advise the chairman of the Association's Grievance Committee and/or the President of the Association of the response in writing.

Step 4: If the grievance has not been settled at Step 3, the Association shall have fourteen (14) calendar days from the date of the Mayor's decision in which to notify the City that it desires to submit the matter to mediation and/or file a request to arbitrate the grievance. Such request shall be submitted in writing to the Mayor or his designated representative. Arbitrators for contract grievances shall be selected from a list of up to 5 arbitrators provided by the American Arbitration Association (AAA) under procedures set out by AAA. However, if the City agrees to a mediation request, the City need not request an arbitrator list from AAA until after the mediation is completed. Notwithstanding this provision, the parties may at any time during the grievance process, mutually agree to submit a matter to non-binding mediation.

B. **Time Limits**

The parties shall adhere to the time limits as set forth in the procedure. In the event the Police Officer or Association fails to meet the time limits at Step 1 of the procedure, the grievance

shall be considered satisfied and no further action shall be taken. Failure by the City to meet the time limits at any other Step shall be considered an unsatisfactory response and shall automatically allow the grievance to proceed to the next Step. Failure by the Association to meet the time limits at any other Step shall be a determination that the Association is satisfied with the last decision. Any deadline or time restrictions set out in this Agreement with respect to grievance proceedings may be modified by written agreement of the parties. However, neither party may be compelled to waive its right to insist upon the deadline and time restrictions provided herein.

C. Discovery

All discovery requests must be made by the Association in writing to the City no later than the 21st day before the date scheduled for the hearing. The City must provide complete responses to the Association's discovery requests within seven (7) days of service of the request. Disputes regarding discovery will be resolved by the arbitrator. The City shall have the right to make discovery requests to the Association no later than the 21st day before the date scheduled for the arbitration hearing. The Association must provide complete responses to the City's discovery request within seven (7) days of the service of the request.

D. Witness Lists & Exhibits

Upon request of a party, the other party will provide a list of witnesses and copies of their numbered or lettered exhibits no later than the 7th day before the final hearing of the grievance.

E. Decision of Arbitrator Final

The Arbitrator to whom any grievance shall be submitted in accordance with the provisions of this Article shall have the authority to interpret the Agreement and make conclusions of fact. The decision of the Arbitrator is final and binding upon the Association and the City.

F. Payment of Arbitration and/or Mediation

The cost of selecting and engaging an arbitrator for any arbitration required by this article, or the costs of selecting and engaging a mediator for a mutually-agreed upon mediation, shall be split evenly between the parties. Nothing herein prevents the arbitrator or mediator from requiring the parties to prepay cost in advance. Each party shall be responsible for his own cost and expenses incurred during the arbitration or mediation process, including but not limited to their attorney's fee.

ARTICLE XI
SAFETY AND EQUIPMENT

SECTION 1

EQUIPMENT The City shall maintain at all times an adequate quantity of modern, marked and plain vehicles, and other essential equipment in sound working condition to ensure a safe work place and for each employee to maximize his potential in support of the Department's prime objectives of public safety. Management shall be responsible for the determining of the quantity, quality, and specifications of such equipment.

The City shall provide each employee with a properly fitted bullet proof vest without unreasonable delay subsequent to employment. Vests shall be replaced every five (5) years, or at intervals recommended by the National Institute of Justice.

SECTION 2

CLOTHING AND EQUIPMENT A set of uniforms shall be provided to each employee upon entering the Department. A set shall consist of five (5) short sleeve shirts, five (5) long sleeve shirts, five (5) pair of pants, one (1) set of BDUs, one (1) coat, one (1) pair of boots and one (1) rain coat. Uniformed employees shall be provided with leather gear and other equipment, including handcuffs, flashlight, batteries, etc. Purchasing of said equipment shall be the sole responsibility of the City and at no time shall any employee be allowed to purchase equipment without the permission of the Chief of Police or his designee. The total cost of uniform or equipment replacement shall not exceed four hundred (\$400.00) per year, except in the case of the initial provision of uniforms and equipment for new employees.

The employee shall provide his own firearm as designated by the Chief of Police at the time of employment.

All of the above clothing and equipment shall be replaced by the City as needed for normal wear and tear. The City may require that worn and damaged equipment be turned in upon replacement.

Employees assigned to non-uniformed duties as their regular duty shall be entitled to receive reimbursement for the ordinary and necessary expenses in obtaining appropriate clothing to be worn on duty in an amount not to exceed five-hundred (\$500.00) per year. All expenditures must be substantiated and the explanation and receipts for such expenditures shall be submitted within sixty (60) days of the expenditure.

Employees assigned to non-uniformed duties shall also be provided with leather gear and equipment not to exceed the value of two hundred and fifty dollars (\$250.00) per year.

All non-uniformed employees shall comply with the dress code established in the approved Police Manual.

ARTICLE XII**SENIORITY****SECTION 1**

SENIORITY RIGHTS City seniority shall only establish rights within a department pertaining to transfer, promotion, or layoff. Seniority will be a factor in transfers, promotion, or layoffs. In making transfers, promotions, or layoffs, the person having greater seniority, will be given preference when, in the opinion of the Chief, the skills and qualifications of those eligible for the transfer, promotion or layoff are equal.

SECTION 2

TRANSFER OF SENIORITY When an employee transfers from one city department to another city department, he loses all seniority accumulated in the previous department. Such an employee will not lose City seniority. The City shall maintain an up-to-date seniority list. The seniority list shall include City seniority and the employee's most recent date of entry into the department as a regular employee.

ARTICLE XIII**OFF-DUTY EMPLOYMENT**

Off-duty employment shall be permitted consistent with the guidelines established by the Chief. Permission or request to work off-duty employment shall not be unreasonably withheld by the Chief.

Employees shall be allowed to utilize the Horizon City Police Uniform and personal equipment in compliance with applicable Police Department policies and procedures.

Employees are advised that they should determine what Workers' Compensation benefits, liability protection, or legal representation is available from their secondary employers.

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ARTICLE XIV

PROMOTIONS

SECTION 1

GENERAL The City shall solely determine whether any vacant position in any rank will be filled or eliminated. The promotional process described in Section 2 below shall not be applicable to filling the Assistant Chief's position. The Assistant Chief shall be selected by the Chief and shall serve at the pleasure of the Chief and may be demoted from said position at the Chief's discretion. In such event, such employee shall normally be returned to the position from which the employee was appointed and such employee's salary shall be in accordance with that position. If the Chief demotes such employee to a position lower than that from which such employee was appointed, such employee retains all rights to file a grievance regarding said demotion in accordance with Article IX. An arbitrator shall have the power or authority to restore such employee to the position from which the employee was appointed, but no higher.

As positions become vacant, notice of the job opening will be posted at the Police Station at least thirty (30) days in advance of the date of the examination. The posting notice shall also identify all materials from which the examination is drawn and the source for all such materials.

SECTION 2

ORAL INTERVIEW PANEL Following the determination regarding which applicants meet the minimum qualifications as stated in the City's job description for the position being filled, the Chief or his designee shall select two (2) individuals who are active law enforcement officers, from outside law enforcement agencies, with a rank equal or higher than the position being filled, who shall conduct an oral interview of the candidates. Additionally, the President of the Association or his designee shall sit on the oral board as the third (3rd) member of the interview panel.

A structured approach shall be utilized in order that the same issues and questions are applied to each candidate and all issues are to be job related. The City, through the Chief, shall provide the questions to be utilized and the issues to be covered. Each interviewer shall rate the candidate on the basis of a scale of one to five, with one being the lowest and five being the highest. During the oral interview, the questions asked shall be used to rate the candidate on appearance, content, communication skills and presentation. The average of the three interviewer's rating shall be used as the oral interview score and a list of the top three candidates will be created and be submitted to the Chief who then shall make a selection from this list of three. Provided however, if more than seven employees participated in the oral interviews, a list of the top five candidates will be created and the Chief shall make a selection from this list of five.

In the event that the Panel unanimously determines that none of the interviewed officers are qualified to be promoted, the Panel may recommend to the Chief that someone from outside the Department be employed to fill the vacancy.

SECTION 3

VOLUNTARY DEMOTION. In the event that an employee requests a voluntary demotion to an open or vacant position, the Chief, upon determining that such employee meets the minimum qualifications as stated in the City's job description for the open or vacant position, may choose to demote and appoint such employee to the position without going through the oral interview process provided in Section 2. Before assuming the new position, such employee shall agree to and sign a waiver of his rights to file a grievance or appeal the demotion.

SECTION 4

PROBATIONARY PERIOD FOR SUPERVISORS. Upon receiving a promotion, the employee shall be on probation for six months. During the probationary period, the Chief may, upon making a determination that the employee is not performing to acceptable standards, demote the employee. In such event, the employee shall normally be returned to the position from which the employee was appointed and the employee's salary shall be in accordance with that position. If the chief demoted the employee to a position lower than that from which the employee was appointed, the employee retains all rights to file a grievance regarding said demotion in accordance with Article IX. An arbitrator shall have the power or authority to restore the employee to the position from which the employee was appointed, but no higher.

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ARTICLE XV

DRUG-FREE WORKPLACE

SECTION 1

As required in compliance with the Texas Workers' Compensation Act and the Federal Drug-Free Workplace Act of 1988, as amended, the City and the Association adopt the following policy for the purpose of elimination of drug abuse in the workplace.

It is the goal of the City to provide a work environment that is free from the use, sale, possession or distribution of controlled substances or illegal drugs, and free from the abusive use of legal drugs or alcohol. The City will take reasonable measures to ensure that employee alcohol and drug use does not jeopardize the safety and health of other employees, the public, the success of the city business or our constituent relationships. Employees are absolutely prohibited from using, selling or transferring any controlled substance or drugs while on city property or while performing services pursuant to their employment with the City. Employees are prohibited from reporting to work or from performing any work for the City while impaired by or under the influence of a controlled substance, drug or alcohol.

SECTION 2

For the purposes of this policy, controlled substances are defined as, but not limited to, illegal drugs, any hallucinogenic substances and any non-prescription depressants or stimulants. For the purposes of this provision, the term "drug" also includes alcoholic beverages, prescriptions and illegal inhalant drugs. This provision does not prohibit the use of prescription drugs when taken as directed by an employee's doctor(s) unless the prescription drug impairs the employee's ability to perform his job duties effectively and safely, nor does it prohibit the moderate use of alcohol at City-sponsored social events or business development functions.

SECTION 3

The City will test for presence of alcohol and illegal drugs when there is reasonable cause (i.e. following a work related injury). As a condition of employment, employees may be required to submit to drug tests under circumstances that include, but are not limited to, the following:

- A. incident to investigations of accidents resulting in bodily injury or property damage;
- B. where, in the City's opinion, violations of safety rules or procedures are suspected;
- C. where, in the City's sole discretion, there is reasonable cause to believe an employee has been engaging in illegal drug use at any time, or working under the influence of alcohol; and
- D. on a periodic basis for employees who return to work after participation in a rehabilitation program.

If there is sufficient cause for an employee to be sent for substance testing, the employee can be removed from the job until the results of the test have been received. Should a test return with positive results, the City reserves the right to discuss the results with the employee. Any employee(s) found to be in violation of this policy will be subject to disciplinary action, up to and including termination of employment.

Refusal by an employee to complete and sign the substance testing form, to provide an adequate amount of breath, body fluids or otherwise refuse to cooperate may subject the employee to further disciplinary action, up to and including termination of employment.

SECTION 4

The City will contract when necessary with certified laboratories that are required to maintain employee test records in confidence. The laboratory shall disclose information related to the results of the drug test of an individual to the individual, to a Human Resources representative and to the Chief of Police only. An employee subject to testing is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of alcohol and illegal drugs, including any records pertaining to his or her substance tests. The City will promptly provide the records requested by the employee.

An employee may request help for a substance abuse problem before job performance is impacted. The availability of any rehabilitation programs is governed by the terms of the health insurance policy in effect for all employees. Employees who voluntarily apply for participation in a rehabilitation program shall not be subject to discharge provided the employee seeks assistance prior to being tested for the use of substances covered by this policy and before the City has reason to believe the employee has violated the policy.

Due to the nature of the City's operations and variations necessary to accommodate individual situations, the provisions of this policy or of any related policies, practices, or guidelines may not apply to every employee in every situation. The City reserves the right, within the requirements imposed by federal, state or local government, to rescind, modify or deviate from this or any other policy, practice, or guidelines as it considers appropriate in its sole discretion in either individual or citywide situations with or without notice.

A Human Resources representative will schedule substance testing. The employee will be notified by the Human Resources representative when and where to report for testing

If an employee recognizes a substance abuse problem, they should contact their private physician for assistance. The employee may also request assistance through the Human Resources department.

ARTICLE XVI

REIMBURSEMENT FOR LOST OR DAMAGED ITEMS

SECTION 1

An officer may file a written request with the Chief or his designee for reimbursement for items of a personal nature that are lost or damaged as a result of work-related activity. Except in the case of the Officer's incapacity or required travel out of town, the request must be submitted within five days, in writing, after the incident that resulted in the loss/damage, and the request must be accompanied by a clear explanation of the circumstances of the loss, damaged or stolen property.

Reimbursement is limited to \$300.00 per occurrence, except for a firearm, in which case the limit is \$650.00. The replacement item must be purchased within 30 days of the date the original item was lost or damaged and the receipt must be submitted to the City within 10 days of purchase, unless prior approval of the Chief has been obtained for a different time frame for purchase and submission.

SECTION 2

The City may, at its option, replace the item with an item of comparable worth and quality

SECTION 3

Reasonable proof of value (such as receipt, cancelled check, seller's statement or catalog information), satisfactory to the Chief, must be provided within thirty (30) days after the occurrence and no payment shall be authorized without such proof.

ARTICLE XVII

TRAINING AND CONTINUING EDUCATION

SECTION 1

A training committee shall be established to make recommendations on training and continuing education for officers. The committee shall consist of the Chief of Police, the President of the Association or his designee and the training officer. The committee shall meet as necessary to make recommendation to the Chief as to training. However, all training decisions shall be totally within the discretion of the Chief.

SECTION 2

The City shall make core training courses, as designated by TCOLE, and necessary for the continuation of an officer's certification, available to all officers. All classes that are offered at no charge in the local and surrounding communities shall be exhausted first, before any out of town training is approved.

SECTION 3

In addition to the annual in service training mandated by the Texas Commission of Law Enforcement (TCOLE), each officer may attend up to forty (40) hours per year of TCOLE approved training during on duty hours.

ARTICLE XVIII

PERSONNEL FILES

SECTION 1 Badge upon Separation

Each Officer who honorably separates from the Department after 20 years of service shall be given his badge at no charge.

SECTION 2 Permanent Personnel File.

The Human Resources Director shall maintain one permanent personnel file of all employees. Nothing herein shall preclude the Chief from maintaining an administrative investigatory file or other private administrative file. The Personnel file must contain any letter, memorandum, or document relating to:

- A. A commendation, congratulation, or honor bestowed on the employee by a member of the public or by the employing Department for an action, duty, or activity that relates to the person's official duties;
- B. Any misconduct that resulted in disciplinary action by the Department in accordance with this Agreement. The personnel file shall not contain any information relating to any alleged misconduct by the employee if the final resolution of the entire matter was held to be not sustained, unfounded or reversed in its entirety by an Arbitrator. In the event that an Arbitrator reduced the disciplinary action taken, the personnel file shall reflect the Arbitrator's decision. A letter, memorandum, or document relating to the alleged misconduct by the employee may not be placed in the person's permanent personnel file if the Department determines that there is insufficient evidence to sustain the charge of misconduct; and
- C. The periodic evaluation of the employee by a supervisor.

A letter, memorandum, or document relating to the alleged misconduct by the employee that is placed in the person's permanent personnel file as provided herein and did not result in disciplinary charge or hearing shall be removed from the employee's file if:

1. The disciplinary action was taken without just cause; or
2. The charge of misconduct was not supported by sufficient evidence.

The employee is entitled, on request, to a copy of any letter, memorandum, or document placed in his permanent personnel file. The City may charge the employee a reasonable fee not exceed actual cost for any copies provided under this subsection. Written reprimands shall be removed from an employee's personnel file after two (2) years.

SECTION 3 Ammunition/Gun Qualifications.

The City shall supply sufficient rounds of ammunition for Officer's use in the gun he carries while on duty, in the amount as determined by the Chief.

The City shall provide ammunition for target practice/gun qualification in the amount determined as necessary and appropriate by the Chief for such purposes. The City shall allow officers to qualify with their weapons during on duty hours. The City agrees to purchase industry standard law enforcement ammunition for all department approved weapons.

ARTICLE XIX
WAGES AND COMPENSATION

SECTION 1

All wages, monetary supplements, and other monetary benefits are contained in this Article.

SECTION 2

Effective on the first day of each City fiscal year set forth below, the base salaries of all police officers shall be increased by the following percentages or the percentage of base salary increase paid to the City's non-bargaining unit employees, whichever percentage of salary increase is greater:

Year	Increase (COLA & salary adjustment)	Advancement in grade*
FY2016-17	3.00%	N/A
FY2017-18	3.00%	2.00%
FY2018-19	2.50%	-
FY2019-20	2.00%	-
<u>FY2020-21</u>	<u>3.00%</u>	
Total increases	13.50%	2.00%

*Advancement in grade to a senior status will occur on year four of time in grade, beginning with the first pay period on or after the employee's anniversary date of time in grade. For those employees meeting the criteria on October 1, 2017, their advancement in grade will occur with the first pay period on or after October 1, 2017.

SECTION 3

Effective October 1, 2016, Table 1 attached hereto sets forth the City base salary schedule for those employees who were paid as of September 30, 2016, the salary or any amount less than or within \$2.00 of the salary as listed as "pay on 9/30/16", and shall be the base salary schedule for all employees hired on and after October 1, 2016 and all supervisors promoted on and after October 1, 2016. For those employees being paid as of September 30, 2016, a salary in an amount more than \$2.00 higher than the salary level listed as "pay on 9/30/16", their salaries will be individually adjusted by the percentages listed above.

Probationary Officers will receive a base salary increase in the amount of \$1,000.00 beginning on the date of the first pay period following the officer's completion of the FTO program or six months after their date of hire, whichever comes first.

In the event that the Chief wishes to establish a Lieutenant position as included within Table 1, he shall give sixty days written notice to the Association of the date on which the position will be established. The promotion process set forth in Article XIV shall apply to the Lieutenant position.

SECTION 4

FTO Pay

The City agrees to pay each officer assigned to perform Field Training Officer duties an additional sum of \$.50 per hour while performing said duties. The Chief shall have the right to establish criteria for selection of officers to be assigned as Field Training Officers. The Chief shall determine the number of Field Training Officers needed and may reduce or increase the number of assignment depending upon the needs of the Department.

SECTION 5

Longevity Pay

- a) Longevity pay in the amount of \$96.00 per year of departmental service, up to a maximum of 25 years, shall be paid on a bi-weekly basis with the officer's regular pay.
- b) It is expressly understood and agreed that this section shall be entitled to preemption including but not limited to the provision of §141.032 of the Texas Local Government Code.

SECTION 6

Education and Certificate Pay

Effective October 1, 2013 an employee shall be entitled to either Certificate pay or Education pay, at the highest qualifying rate, but shall not be entitled to both. Education pay shall only be payable for degrees or college credit from an accredited college or university. An accredited college or university is an institution of higher education that is accredited or authorized by the Southern Association of Colleges and Schools, the Middle States Association of Colleges and Schools, the New England Association of Schools and Colleges, the North Central Association of Colleges and Schools, the Northwest Association of Schools and Colleges, or the Western Association of Schools and Colleges (Reference: TCOLE Rule 211.1(a)(3), as modified by the Commission from time to time). Employees hired on and after October 1, 2013 will not be eligible for either education or certificate pay until their one year anniversary date.

It shall be the employee's obligation to notify the Police Chief and provide documentation regarding the certificate(s) and/or degree(s) or amount of college credit held by the employee. The employee shall make such notification within 30 days of obtaining one of the below listed certificates or degrees or upon meeting the required amount of college credit. An employee making such a timely notification shall receive the applicable pay dating from the date the certificate, degree or credit is obtained, or in the case of a new hire on their one year anniversary date. An employee who fails to make such a timely notification shall receive the applicable pay from the date of notification to the Chief.

a) Certificate Pay

- (1) Each employee holding an Intermediate TCOLE Certificate shall be paid one hundred dollars (\$100.00) per month. Each employee holding an Advanced TCOLE Certificate shall be paid one hundred twenty-five dollars (\$125.00) per month. Each officer holding a Master TCOLE Certificate shall be paid one hundred fifty dollars (\$150.00) per month.

b) Education Incentive Pay

- (1) Each employee holding an Associate's degree or sixty (60) hours of college credit shall be paid one hundred dollars (\$100.00) per month.

- (2) Each employee holding a Bachelor's degree shall be paid two hundred dollars (\$200.00) per month.
- (3) Each employee holding a Master's degree shall be paid three hundred dollars (\$300.00) per month.

Section 7

Shift Differential

- a) While working the evening/swing shift, Officers shall be paid a shift differential of one dollar (\$1.00) per hour.
- b) While working the graveyard shift, Officers shall be paid a shift differential of fifty cents (\$.50) per hour.
- c) Overtime is paid based on the shift the officer was assigned to and worked that day.
- d) An Officer working a special shift that overlaps two of the regular shifts shall be paid based on the highest applicable shift differential.
- e) This provision shall apply in lieu of any City policy applicable to shift differential for any other employees,

Section 8

Monthly Paid Compensation

It is expressly understood and agreed that the City reserves the right to prorate and pay all monthly payments in biweekly equivalents.

ARTICLE XX

HOURS OF WORK, OVERTIME AND COURT TIME

Section 1. Hours of Work

Employees are normally scheduled to work 40 hours per week as scheduled by the Chief or his designee, but nothing in this Agreement shall constitute a minimum or maximum number of hours of work in any day or week. A meal break and rest break may be taken during the employee's shift in compliance with the Rules and Regulations of the Department.

Section 2. Overtime

For the duration of this Agreement, the policy applicable to the computation of overtime and compensatory time shall be as follows: Non-exempt employees, in accordance with the FSLA, are eligible to receive overtime pay or compensatory time in lieu of direct compensation equal to one and one-half (1 ½) times their regular hourly wage for hours worked over forty (40) hours in a work week. Additionally, non-exempt employees are eligible to receive overtime pay of two and one-half (2 ½) times their regular hourly wage for hours worked on a city-designated holiday. The election to receive overtime or compensatory time in lieu of direct compensation for overtime pay is made by the employee each pay period. Overtime is based on hours paid.

At the expiration of this Agreement, the policy applicable to the computation of overtime and compensatory time shall be as provided in the Town of Horizon City Employee Policy Manual or as otherwise further negotiated and agreed to by the parties.

Section 3. Court time

- a) An officer who attends court more than one hour before the start of his regularly scheduled shift shall receive a minimum of three (3) hours compensation at time and one half.
- b) If the officer attends court one hour or less before the start of his regularly scheduled shift, the officer shall receive one (1) full hour of compensation at time and one half.
- c) An officer who attends court after his regularly scheduled shift has ended shall receive a minimum of three (3) hours compensation at time and one half.
- (d) If the officer's court assignment begins during his regularly scheduled shift but continues beyond his normal duty hours, the officer will only be entitled to the actual amount of overtime hours worked.

Section 4. Miscellaneous

- a) Non-exempt officers who are off-duty and receive notification to return to duty status more than one hour before their regularly scheduled shift or more than thirty minutes after the conclusion of their regularly scheduled shift, shall receive a minimum of three (3) hours of compensation at time and one half.
- b) The City will pay compensation to non-exempt employees for on-call time at the rate of credit for four (4) hours worked for each week on-call.

- b)c) The policy regarding Daylight Savings Time be revised so that officers working the third (3rd) shift will be paid 8 hours on the date that Mountain Daylight Savings Time is effective in the Spring of each calendar year, and overtime for one (1) additional hour of work during the date in which the Mountain Standard Time becomes effective in the Fall of each calendar year.
- d) For the purposes of this Article XX, as of July 20, 2020, the Assistant Chief shall be considered exempt from under FLSA and shall not be eligible for overtime under this Agreement.

DRAFT

ARTICLE XXI

HOLIDAYS, PTO AND BEREAVEMENT LEAVE, AND STRESS MANAGEMENT

Section 1

Paid Time Off

Employees should have the opportunity to enjoy time away from the workplace to help balance their lives. Taking some time away from work is essential in maintaining quality performance, job efficiency and health. A designated Paid Time off (PTO) plan that combines traditional time off benefits. Employees may use this for any reason in accordance with the procedures established in this section.

This bank of time does not include the designated holiday schedule. Other time off due to bereavement, military or jury duty is also considered separate from the PTO policy.

PTO must be scheduled in advance, with the supervisor's approval. PTO will not be approved for any day in which the employee is scheduled to appear for court, except to the extent necessary to address illness, medical issues or emergency situations. The only exception to this requirement is an illness or other emergency that you cannot predict in advance. The supervisor will approve the request for non-emergency PTO based on considerations like work flow, operational requirements, business needs and length of service. Officers are accountable and responsible for managing their own PTO hours to allow for adequate reserve to meet paid time off needs.

If the employee is unable to use the full PTO allotment during the year, the employee may be eligible to roll accrued, unused PTO hours into their PTO Bank. The overall maximum number of hours that may be rolled over and carried in the PTO Bank is 1,200 hours.

While the employee's preference will be accommodated when feasible, there may be times when, due to business considerations, the employee may need to take PTO on days other than preferred ones. The direct supervisor needs approval from the Mayor to payout any accrued, unused PTO not eligible for rollover into the PTO Bank to an active employee.

Section 2.

Payment of Paid time off Bank (PTO) on Separation

Separation pay for accrued PTO will be paid only to employees with at least six (6) years of actual service who separate in good standing. An employee shall not be considered to have separated in good standing if he is indefinitely suspended or leaves the Department in lieu of termination. The maximum accrued PTO payable will be 1200 hours.

Section 3.

PTO Accrual Rates and Carryover

PTO Schedule for Regular Full-Time Employees

	Years of Service	Annual Paid Time Off Allotment	Max PTO Leave Bank Carryover Per Year
A	90 days or less	16 hours	No hours allowed except for an employee hired from October 1 st through December 31 st .
B	91 days to 1 year	64 hours	No hours allowed except for an employee hired from July 1 st through September 30 th .
C	1 year	160 hours on an annual basis, proportionally reduced to be allotted from the date of the first anniversary through December 31 st .	80 hours or one half of allotment, whichever is less.
D	2 to 5 years	160 hours	80 hours
E	6 years	168 hours	80 hours
F	7 years	176 hours	80 hours
G	8 years	184 hours	80 hours
H	9 years	192 hours	80 hours
I	10 to 15 years	200 hours	80 hours
J	Over 15 years	240 hours	80 hours

Employees in their first year of employment will be allotted PTO as provided in lines A and B in the above chart, starting on the first day of employment. Any employee hired during the period from October 1st through December 31st may carryover a maximum of 8 hours of PTO of their first year's PTO allotment, and any employee hired during the period from July 1st through September 30th may carry over a maximum of 32 hours of PTO during their first year's PTO allotment.

On the day of their first anniversary of employment, PTO will be allotted as provided in line C in the above chart. Such allotment will be proportionally reduced so as to be an allotment only for the time period beginning on the day of the Employee's first anniversary through December 31st of that year. However, in no event will an Employee receive a proportional allotment of less than 8 hours of PTO.

PTO for employees with two and more years of service will be allotted their PTO as provided in the applicable line from D through J of the above chart on January 1st of each year.

Proportional reduction of an employee's PTO allotment is to reduce the maximum annual PTO allotment based on the difference between a full year and the number of days remaining in the year at the time the allotment is made. By way of example, an employee who is awarded his PTO on a first anniversary date of June 1st, will have his PTO proportionally reduced by 50%, and will be allotted 80 hours of PTO through December 31st.

Section 4**Bereavement Leave**

A. Funeral Leave for an Immediate Family Member. When a death occurs in an employee's immediate family, all regular full time employees may take up to four (4) days off with pay to attend the funeral or

make funeral arrangements. The days off must be consecutive and must be taken within one week after the death occurs. The City requires verification of the need for the leave. Immediate family members are defined as an employee's spouse, parents, stepparents, siblings, children, stepchildren, foster children, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild. Spouse includes a common-law spouse and a person with whom the employee lives in a similar relationship.

B. Funeral Leave for an Extended Family Member. All regular, full-time employees may take up to two (2) days off with pay to attend the funeral of an extended family member. Extended family members are defined as an employee's step-siblings and step-grandchildren, an aunt and uncle by consanguinity (blood) or affinity (marriage), and a first cousin, niece, and nephew by consanguinity.

C. Funeral Leave for other Family or Non-Family Members. All regular, full-time employees may take up to one (1) day off with pay to attend the funeral of a family member not listed above or a close, non-family member. This time off will be considered by the Chief on a case-by-case basis. The City requires verification of the need for the leave. This leave benefit is limited to 2 paid workdays per calendar year per employee.

D. Additional Time Off. The City understands the deep impact that death can have on an individual or a family therefore additional non-paid time off (or paid-time off from an employee's personal annual allotment) may be granted. The additional time off may be granted depending on the circumstances such as distance and the individual's responsibility for funeral arrangements.

Section 5 Holidays

The designated holidays are as follows:

Day*	Date
New Year's Day	January 1
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving	Fourth Thursday in November
Day after Thanksgiving	
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

* = Officers working shifts will be given an additional day off if the holiday falls on his regularly scheduled day off.

If the City provides non-bargaining unit employees with an additional holiday, employees who are members of the bargaining unit shall receive the additional holiday.

An employee must work the scheduled work day before and after a holiday to receive holiday pay unless the absence is due to:

- Personal illness or injury which can be substantiated;

- Approved PTO;
- Jury Duty;
- Family Death;

Holiday hours have no cash value upon termination. Holiday hours are considered “hours worked” and are therefore included in the calculation of overtime.

Section 6 Administrative Leave

Officers may be granted Administrative Leave based on participation in a City or departmental program that awards Administrative Leave to program participants or for any purpose or event authorized by the Chief.

Section 7 Stress Management

Both the City and the Association believe that it is to be their mutual benefit to have the stress management services set forth in this Article available to officers when the Chief has determined that such services will benefit the officer and the City.

1. The City will, on an independent contract basis, engage the service of qualified individuals to provide individual counseling services for officers (hereafter designed as an “expert”) under the following circumstances and conditions:
2. The Chief may require an officer to participate in individual counseling services provided by the expert as part of a behavioral cause investigation or a post trauma referral.
 - a) A behavioral cause investigation is an after the fact referral made when, during the course of an administrative investigation, the Police Chief determines there is a reasonable belief that such exam or assistance is necessary for the continued employment of the officer. The employee shall be given the opportunity to confer with an Association representative prior to an examination ordered under this provision.
 - b) A post trauma referral occurs when an officer, in the performance of his duties, has been involved in the shooting of another individual, where the officer has been exposed to any incident or situation where another may have suffered injury or death, or where the officer has been involved in any other situation that the Chief determines to be of such a serious nature such that referral will benefit the officer and/or the Department.

In cases where an officer, in the performance of duties, has been involved in a shooting, the expert and another person of the officer’s choice will be immediately notified and allowed immediate access to the officer involved.

3. All conversations between the officer and the expert performing the individual counseling services shall be considered privileged as to the officer. When the expert has concluded that the officer constitutes a clear danger to himself or others, the expert shall immediately notify the Chief of said

danger. The expert shall only report to the Chief only compliance or noncompliance with the order to submit to evaluation and/or compliance or noncompliance with treatment of the expert. The expert shall also, at the appropriate time, report to the Chief that either the maximum individual counseling sessions have occurred or that no further participation by the officer is required.

4. The services of the expert shall be designed to provide assistance to the officer, under the circumstances set forth herein, in order to manage problems of stress affecting the ability of the officer to effectively perform the duties of a police officer. It is not the intent of this Article to provide counseling services in areas other than that which directly affect the officer.
5. The costs involved in the evaluation and treatment of any officer who is required to participate in the services shall be paid by the City as follows: The first five individual counseling sessions shall be paid by the City. Upon approval by the Chief, additional individual counseling sessions, not to exceed an additional three (3) sessions, shall be paid by the City.
6. The provisions in this Article shall not be constructed as preventing the Chief from requiring independent evaluation of an officer by an appropriate expert of the Chief's choice under appropriate circumstances and conditions.

ARTICLE XIV

REEMPLOYMENT

A former employee may be considered for reemployment if performance reviews and other performance documentation from the prior period of employment indicate acceptable prior performance, and the applicant meets the requirements of the position for which he or she has applied. Reemployment is not automatic.

A former employee who is reemployed following a break-in-service in excess of 30 days other than an approved leave of absence will be considered a new employee at the time of reemployment and will be on probation for 90 days and subject to disciplinary action including termination in accordance with the provisions in Article II, #22 and Article IX, Section 2A. Any rehired employee who has been separated for 12 months or less will be re-credited with prior service for purposes of PTO and other policies based on service. Rehired employees who have been separated for more than 12 months will not receive credit for prior service.

Re-eligibility for applicable Retirement Plans and or Health and Welfare plans is governed by the specific plan provisions.

ARTICLE XXIII
CLOSING STATEMENTS

SECTION I

No agreement, understanding, alteration or variation of the Agreement, its term or provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto. The failure of the City or the Employees to insist in any one or more instances, upon performance of any of the terms or conditions of this Agreement, shall not be considered as a waiver or relinquishment of the right of the City or the employees to future performance of any such term or condition, and the obligations of the City and the employees as to such future performance shall continue in full force and effect.

SECTION 2

The parties agree that each has had the full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of collective bargaining. The above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as herein contained.

SECTION 3

If any provision of this Agreement is found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of the Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS COLLECTIVE BARGAINING AGREEMENT ON THE DATES SET BY THEIR NAMES.

TOWN OF HORIZON CITY

Ruben Mendoza, Mayor

Dated: _____

ATTEST:

Elvia Schuller, TRMC, City Clerk

APPROVED AS TO FORM:

Elaine S. Hengen, Assistant City Attorney

HORIZON CITY POLICE ASSOCIATION

BY: _____
Jesus Ortega, President

Dated: _____

BY: _____
Abel Labrado, Vice-President

Dated: _____

Table 1
Base salary schedule as per Article XIX, Section 3

Year	Current	FY2016-17	FY2017-18	FY2018-19*	FY2019-20**
		3.00%	3.0% 2.0%	2.5%*	2.0%**
Probationary	30,159.53	31,064.32	31,996.25	32,796.15	33,452.07
Patrol Officer	32,396.51	33,368.41	34,369.46	35,228.69	35,933.27
Senior Patrol Officer			35,036.83	35,912.75	36,631.00
Detective	33,204.57	34,200.71	35,226.73	36,107.40	36,829.54
Senior Detective			35,910.74	36,808.51	37,544.68
Corporal	34,712.65	35,754.03	36,826.65	37,747.32	38,502.26
Senior Corporal			37,541.73	38,480.27	39,249.88
Sergeant	37,571.88	38,699.04	39,860.01	40,856.51	41,673.64
Senior Sergeant			40,633.99	41,649.84	42,482.83
Lieutenant		43,260.00	44,557.80	45,671.75	46,585.18
Senior Lieutenant			45,423.00	46,558.58	47,489.75
Asst. Chief	55,483.40	57,147.90	58,862.34	60,333.90	61,540.58
Senior Asst. Chief			60,005.30	61,505.43	62,735.54
				**Actual Increase was 3%	**Actual Increase was 5%

<u>Year</u>	<u>FY2020-21</u>
	<u>3.00%</u>
<u>Probationary</u>	<u>34,455.63</u>
<u>Patrol Officer</u>	<u>37,011.27</u>
<u>Senior Patrol Officer</u>	<u>37,729.93</u>
<u>Detective</u>	<u>37,934.43</u>
<u>Senior Detective</u>	<u>38,671.02</u>
<u>Corporal</u>	<u>39,657.33</u>
<u>Senior Corporal</u>	<u>40,427.38</u>
<u>Sergeant</u>	<u>42,923.85</u>
<u>Senior Sergeant</u>	<u>43,757.31</u>
<u>Lieutenant</u>	<u>47,982.74</u>
<u>Senior Lieutenant</u>	<u>48,914.44</u>
<u>Asst. Chief</u>	<u>Exempt</u>
<u>Senior Asst. Chief</u>	<u>Exempt</u>

EMERGENCY ORDINANCE NO. 5**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, May 12, 2020 and June 9, 2020, the City Council of the Town of Horizon City renewed, extended and continued the Mayor's declaration of disaster for thirty days, 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, Emergency Order No. 3 on May 12, 2020 and Emergency Order No. 4 on June 8, 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, May 12, 2020 and June 9, 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, Emergency Order No. 3 on May 12, 2020, and Emergency Order No. 4 on June 9, 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, May 12, 2020 and June 9, 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, Emergency Order No. 3 on May 12, 2020, and Emergency Ordinance No. 4 on June 9, 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 14th day of July 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 12th 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 7th day of May, 2020.

COUNTY OF EL PASO, TEXAS



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 COVID19 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.