Oscar Leeser
Mayor

Tommy Gonzalez
City Manager

CITY COUNCIL
Brian Kennedy, District 1
Alexsandra Annello, District 2
Cassandra Hernandez, District 3
Joe Molinar, District 4
Isabel Salcido, District 5
Art Fierro, District 6
Henry Rivera, District 7
Chris Canales, District 8

***** REVISED *****

AGENDA FOR THE REGULAR COUNCIL MEETING

June 20, 2023
COUNCIL CHAMBERS, CITY HALL, 300 N. CAMPBELL AND VIRTUALLY
9:00 AM

Teleconference phone number: 1-915-213-4096
Toll free number: 1-833-664-9267
Conference ID: 463-613-723#

Notice is hereby given that a Regular Meeting of the City Council of the City of El Paso will be conducted on June 20, 2023 at 9:00 A.M. Members of the public may view the meeting via the following means:

Via the City's website. http://www.elpasotexas.gov/videos
Via television on City15,
YouTube: https://www.youtube.com/user/cityofelpasotx/videos

In compliance with the requirement that the City provide two-way communication for members of the public, members of the public may communicate with Council during public comment, and regarding agenda items by calling the following number:

1-915-213-4096 or Toll free number: 1-833-664-9267

At the prompt please enter Conference ID: 463-613-723#

The public is strongly encouraged to sign up to speak on items on this agenda before the start of this meeting on the following links:

For Call to the Public:

https://app.smartsheet.com/b/form/dc001f113c14440db558b9da4e973ce2

To speak on Agenda Items:

https://app.smartsheet.com/b/form/cc20aad8258146ab8f63761079bd1091

The following member of City Council will be present via video conference:

Representative Alexsandra Annello

A quorum of City Council must participate in the meeting.

ROLL CALL

INVOCATION BY EL PASO POLICE CHAPLAIN JOE MARATTA

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

National HIV Testing Day

National Mosquito Control Awareness Week

El Paso Athletic Hall of Fame and El Paso Sports Commission Week

Elder Abuse Awareness Month

NOTICE TO THE PUBLIC

All matters listed under the CONSENT AGENDA, including those on the Addition to the Agenda, will be considered by City Council to be routine and will be enacted by one motion unless separate discussion is requested by Council Members. Prior to the vote, members of the audience may ask questions regarding items on the consent agenda. When the vote has been taken, if an item has not been called out for separate discussion, the item has been approved. Council may, however, reconsider any item at any time during the meeting.

CONSENT AGENDA - APPROVAL OF MINUTES:

Goal 6: Set the Standard for Sound Governance and Fiscal Management

1. Approval of the Minutes of the Regular City Council Meeting of June 6, 2023, the Agenda Review of June 5, 2023, the Work Session of June 5, 2023, the Work Session of February 27, 2023, and the Work Session of January 18, 2022. **23-841**

All Districts
City Clerk's Office, Laura D. Prine, (915) 212-0049

CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

2. REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS **23-122**

CONSENT AGENDA - RESOLUTIONS:

Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development

3. That the City Manager be authorized to sign an Air Cargo Center Lease Agreement between the City of El Paso ("Lessor") and Science Applications International Corporation, a Delaware corporation ("Lessee"), for office and warehouse space, loading dock, vehicle parking space, ground service equipment parking apron, the vehicle parking area and the roadway and a fenced-in area at 301 George Perry Blvd., Suites C & D, El Paso, Texas. **23-844**

The initial term is one year with one option to extend of one year. The lease is effective upon approval and terminates on June 19, 2024. The annual rental will be $238,411.42.

District 3
Airport, Sam Rodriguez, (915) 212-7301

4. That the City Manager, or designee, be authorized to sign an Easement Agreement between the City of El Paso ("Grantor") and SFPP, L.P. ("Grantee") for a term of twenty years. Said easement, which will be used by Grantee to transport liquid petroleum products, shall consist of two areas located within the City of El Paso, El Paso County, Texas, as set forth below: **23-845**

1. Area 1: A thirty-five (35) foot wide easement situated within the corporate limits of the City of El Paso, El Paso County, Texas, as a portion of Sections 27, 33, 34, and 40, Block 80, Township 2, Texas and Pacific Railway Company Surveys and a portion of Lot 1, Block 1, Butterfield Trail Aviation Park, Unit Two.

2. Area 2: A thirty-five (35) foot wide easement situated within the corporate limits of the City of El Paso, El Paso County, Texas, as a portion of Sections 22, 23, 26, and 27, Block 80, Township 2, Texas and Pacific Railway Company Surveys and a portion of Lot 1, Block 2, Butterfield Trail Aviation Park, Unit Two.

The initial twenty-year (20) term begins on June 20, 2023 ("Effective Date") and will end on June 19, 2043. There are no options to extend this lease beyond the initial twenty-year term. This easement agreement is comprised of two areas. The first area consists of 271,014 SF and the second area consists of 365,111 SF for a total of 636,125 SF. The price per square foot will be $0.2608 for a total of $165,901.40 paid annually.

District 3
Airport, Sam Rodriguez, (915) 212-7301

Goal 2: Set the Standard for a Safe and Secure City

5. That the Mayor be authorized to exercise the option to renew the term of the **23-846**

Interlocal Agreement between the City of El Paso ("City") and the El Paso County Hospital District d/b/a University Medical Center ("UMC") for the City to provide certain personnel and routine ambulance vehicle maintenance services for UMC's Mobile Stroke Unit in exchange for UMC paying the City an amount not to exceed $130,000.00 annually for the City's staffing services and separate amount not to exceed $7,200.00 annually for the City's routine ambulance vehicle maintenance services, for the first one (1) year term of the three one (1) year renewal options.

All Districts
Fire, Chief Jonathan Killings, (915) 212-5665

Goal 3: Promote the Visual Image of El Paso

6. That the Solid Waste liens on the attachment posted with this agenda be approved. (See Attachment A) **23-882**

Districts 1, 2, 3, 4, 6, 7, 8
Environmental Services Department, Nicholas N. Ybarra, (915) 212-6000

Goal 6: Set the Standard for Sound Governance and Fiscal Management

7. A Resolution scheduling standing Work Sessions in accordance with El Paso Municipal Charter. **23-903**

All Districts
City Clerk's Office, Laura D. Prine, (915) 212-0049

Goal 7: Enhance and Sustain El Paso's Infrastructure Network

8. That the City Engineer is authorized to terminate Contract 2021-0026 (Central Business District, Phase IV) pursuant to the provisions of Local Government General Requirements and Covenants, Item 8L, Paragraph 8, and termination shall be effective upon approval by City Council. The City will make any final payment due to the Contractor upon termination of the Contract. **23-884**

District 8
Capital Improvement Department, Yvette Hernandez, (915) 212-1860

9. That the City Council approves a deductive change order in the amount of $10,522,005.17 to Contract No. 2021-0026 Central Business District Phase IV ("Project"). The new contract amount of $2,399,031.83 includes $583,427.78 to be paid to the Project contractor, Lesna Construction, Inc., for illumination materials and incidentals. There is no change in contract time resulting from this change order. The City Manager, or designee, is authorized to execute any documents necessary to carry out the intent of this Resolution. **23-888**

District 8
Capital Improvement Department, Yvette Hernandez, (915) 212-1860

Goal 8: Nurture and Promote a Healthy, Sustainable Community

10. A Resolution authorizing the City Manager to sign all contracts, contract amendments and related documents between the City of El Paso and the State of Texas to receive a projected $ 478,775 in 2023-2024 Homeless Housing and Services Program (HHSP) funds from the Texas Department of Housing & Community Affairs (TDHCA); and authorizing the Director of the Department of Community and Human Development (DCHD) to sign all contracts, amendments and related documents between the City of El Paso and agencies receiving sub-awards of 2023-2024 HHSP funds from the City, as well as all certifications, performance reports, and other related documents. **23-870**

All Districts
Community and Human Development, Nicole Ferrini, (915) 212-1659

11. A Resolution authorizing the City Manager to sign all contracts, contract amendments and related documents between the City of El Paso and the State of Texas to receive $71,149 in 2023-2024 Ending Homelessness Fund (EHF) from the Texas Department of Housing & Community Affairs (TDHCA); and authorizing the Director of the Department of Community and Human Development (DCHD) to sign all contracts, amendments and related documents between the City of El Paso and agencies receiving sub-awards of 2023-2024 EHF funds from the City, as well as all certifications, performance reports, and other related documents. **23-865**

All Districts
Community and Human Development, Nicole Ferrini, (915) 212-1659

CONSENT AGENDA - SPECIAL APPOINTMENT:

Goal 7: Enhance and Sustain El Paso's Infrastructure Network

12. That Interim City Manager, Cary Westin, be appointed as a City Representative to the Transportation Policy Board (TPB) for the Metropolitan Planning Organization to replace City Manager, Tomas Gonzalez, effective immediately. **23-890**

All Districts
Capital Improvement Department, Yvette Hernandez, (915) 212-1860

CONSENT AGENDA - BOARD RE-APPOINTMENTS:

Goal 8: Nurture and Promote a Healthy, Sustainable Community

13. Camille Maldonado-Rivera to the City Accessibility Advisory Committee by Mayor Oscar Leeser. **23-902**

Members of the City Council, Mayor Oscar Leeser, (915) 212-0021

CONSENT AGENDA - BOARD APPOINTMENTS:

Goal 7: Enhance and Sustain El Paso's Infrastructure Network

14. Juan Carlos Gomez to the Capital Improvements Advisory Committee by Representative Alexsandra Annello, District 2. **23-908**

Members of the City Council, Representative Alexsandra Annello, (915) 212-0002

Goal 8: Nurture and Promote a Healthy, Sustainable Community

15. Christina Olivares to the Americorps Seniors Advisory Council by Representative Cassandra Hernandez, District 3. **23-910**

Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:

Goal 6: Set the Standard for Sound Governance and Fiscal Management

16. That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than $2,500.00. (See Attachment B) **23-883**

All Districts
Tax Office, Maria O. Pasillas, (915) 212-1737

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

Goal 2: Set the Standard for a Safe and Secure City

17. Discussion and action regarding proposed amendments to the Emergency and Transfer Ambulance Services (Title 9). **23-907**

All Districts
Members of the City Council, Representative Brian Kennedy, (915) 212-0001

Goal 4: Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments

18. Discussion and action that the City Council accept the donation of $1,500 from Marathon Petroleum, Inc. for the Summer Festival to be held at Seville Recreation Center in District 2. **23-913**

District 2
Members of the City Council, Representative Alexsandra Annello, (915) 212-0002

19. Discussion and action on a Resolution that declares the expenditure of District 2 discretionary funds in an amount not to exceed $3,000 to be used towards a District 2 summer festival which serves a municipal purpose of enhancing El Paso's quality of life through recreational, cultural and educational environments as well as by fostering community pride and encouraging civic engagement; and that the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for the municipal purpose. **23-914**

District 2
Members of the City Council, Representative Alexsandra Annello, (915) 212-0002

Goal 5: Promote Transparent and Consistent Communication Amongst All Members of the Community

20. Discussion and action to approve a Resolution to accept the donation in the amount of $5,000.00 from ZTEX Construction Inc. to pay for the District 3 Movies in the Park series. **23-915**

District 3
Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

Goal 6: Set the Standard for Sound Governance and Fiscal Management

21. Discussion and action on the Mutual Release between the City of El Paso and the City Manager relating to his separation from employment. **23-909**

All Districts
Members of the City Council, Mayor Oscar Leeser, (915) 212-0021

Goal 8: Nurture and Promote a Healthy, Sustainable Community

22. Discussion and action to approve a Resolution recognizing the invaluable service and support the Borderland Rainbow Center provides the LGBTQIA+ Community in the El Paso region and that the City reaffirms its commitment to promoting equality and dignity of all people no matter sexual, gender or questioning identity and that this recognition aligns with the City's values of prioritizing integrity, respect, excellence, accountability and people. **23-858**

All Districts
Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003
Members of the City Council, Representative Henry Rivera, (915) 212-0007

23. Discussion and action to direct the City Manager and City Attorney to develop a plan to uplift the LGBTQIA+ voices and community by creating a plan to include the following 4 recommendations that are important to ensure a safe community for everyone: **23-901**

1. To create an office of equality and an equality and inclusion board.
2. To work together in collaboration with the Borderland Rainbow Center to

create a One El Paso Safer Together campaign.
3. Deprioritize the enforcement of seeking gender-affirming care.
4. Deprioritize the enforcement of Drag Bans in our city limits.

All Districts
Members of the City Council, Representative Henry Rivera, (915) 212-0007
Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

CALL TO THE PUBLIC – PUBLIC COMMENT:

Call to the Public will begin at 12:00 p.m. Requests to speak must be received by 9:00 a.m. on the date of the meeting. Sixty minutes in total will be devoted for Call to the Public. This time is reserved for members of the public who would like to address the City Council on items that are not on the City Council Agenda.

Members of the public may communicate with Council during public comment, and regarding agenda items by calling 1-915-213-4096 or toll free number 1-833-664-9267 at the prompt please enter the following Conference ID: 463-613-723#

A sign-up form is available on line for those who wish to sign up in advance of the meeting at: https://app.smartsheet.com/b/form/dc001f113c14440db558b9da4e973ce2

REGULAR AGENDA - FIRST READING OF ORDINANCES:

INTRODUCTION OF ORDINANCES PURSUANT TO SECTION 3.9 OF THE EL PASO CITY CHARTER:

Public comment typically is not taken during the first reading of ordinances. Public comments are invited at the date of the scheduled public hearing.

Public Hearings will be held as part of the regular City Council meeting that begins at approximately 9:00 a.m. All interested persons present shall have an opportunity to be heard at that time. After the public hearings, Council may also delay taking action on Ordinances; no requirement is made by Section 3.9B of the El Paso City Charter to publish any further notice. Copies of all Ordinances are available for review in the City Clerk's office, 300 N. Campbell, Monday through Thursday, 7:00 a.m. to 6:00 p.m.

Goal 2: Set the Standard for a Safe and Secure City

24. An Ordinance amending Title 9 (Health and Safety), Chapter 9.52 (Fire Prevention Code) of the El Paso City Code to adopt the 2021 Edition of the International Fire Code and to provide for local amendments to the 2021 International Fire Code, the penalty being as provided in Section 9.52.030.12 (Violations Penalties) of the El Paso City Code. **23-861**

All Districts
Fire, Chief Jonathan Killings, (915) 212-5665

Goal 3: Promote the Visual Image of El Paso

25. An Ordinance amending Title 18 (Building and Construction), Chapter 18.02 (Administrative Code), Chapter 18.08 (Building Code), Chapter 18.10 (Residential Code), Chapter 18.12 (Mechanical Code), Chapter 18.16 (Electrical Code), Chapter 18.20 (Plumbing Code), Chapter 18.24 (Gas Code), Chapter 18.28 (Existing Building Code), Chapter 18.30 (Pool and Spa Code), Chapter 18.50 (Property Maintenance Code), Chapter 18.60 (Flood Damage Prevention Code), Chapter 18.70 (Energy Conservation Code), adopting the 2021 International Building Code, and adopting appropriate local amendments, the penalty being as provided in 18.02.115 of the El Paso City Code. **23-897**

All Districts
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Tony De La Cruz, (915) 212-1589

26. An Ordinance changing the zoning of portion of Simeon Hart Survey No. 2 and the south ½ of Lot 2, Old Fort Bliss, 1720 W. Paisano Drive and 1820 W. Paisano Drive, City of El Paso, El Paso County, Texas from M-2/h (Heavy Manufacturing/historic) and M-2 (Heavy Manufacturing) to G-MU/h (General Mixed Use/historic) and G-MU (General Mixed Use), approving a master zoning plan, and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. **23-856**

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with *Plan El Paso*, the City's Comprehensive Plan.

Subject Property: 1720 and 1820 W. Paisano Dr.
Applicant: Sami DiPasquale, Abara, Inc., PZRZ23-00005

District 8
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Luis Zamora, (915) 212-1552

27. An Ordinance vacating a portion of City Right-Of-Way over Father Rahm Avenue Right-Of-Way, Sixth Avenue Right-Of-Way, and Ochoa Street Right-Of-Way within Block 81, Campbell Addition, City of El Paso, El Paso County, Texas. **23-863**

Subject Property: 700 S. Ochoa Street
Applicant: Centro De Salud Familiar La Fe, SURW22-00016

District 8
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Armida R. Martinez, (915) 212-1605

28. An Ordinance changing the zoning of Tract 40, O.A. Danielson Survey No. 310, City of El Paso, El Paso County, Texas from R-3 (Residential) to C-4 (Commercial). The penalty is as provided for in Chapter 20.24 of the El Paso City Code. **23-881**

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with *Plan El Paso*, the City's Comprehensive Plan.

Subject Property: North of Rojas Drive and East of George Dieter Drive
Applicant: EPX Construction, PZRZ23-00010

District 6
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Saul Pina, (915) 212-1612

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development

29. The linkage to the Strategic Plan is subsection 1.4 - Grow the core business of air transportation **23-893**

Award Summary:
Discussion and action on the award of Solicitation 2023-0469 Reconstruction of Taxiway G to Jordan Foster Construction, LLC for an estimated total amount of $12,834,416.00. The El Paso International Airport is reconstructing Taxiway Golf through a full depth taxiway pavement reconstruction project to include taxiway safety and object free areas of the pavement.

Department:	Capital Improvement
Award to:	Jordan Foster Construction, LLC El Paso, TX
Item(s):	All
Initial Term:	240 Consecutive Calendar Days
Base Bid I:	$8,258,748.50
Base Bid II:	$4,236,902.50
Additive Alternate I:	$338,765.00
Total Estimated Award:	$12,834,416.00
Funding Sources:	Airport Enterprise Airport Improvement Plan Supplemental Airport Infrastructure Grant Bipartisan Infrastructure Law
Accounts:	562-3010-580270-62335-G62A193901 562-3080-580270-62335-G62A234901
District(s):	All

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Jordan Foster Construction, LLC, the sole lowest responsive and responsible bidder.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

Work under this unit price contract is only an estimated value and will be ordered, performed, invoiced, and paid by measured quantity. The actual cost of this contract may be higher or lower than the total estimated value and will be the sum total of unit prices at the end of the contract term.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.

All Districts
Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Capital Improvement, Yvette Hernandez, (915) 212-1860

30. The linkage to the Strategic Plan is subsection 1.4 - Grow the core business of air transportation. **23-894**

Award Summary:
Discussion and action on the award of Solicitation 2023-0430 Relocation of Taxiway M to Jordan Foster Construction, LLC for an estimated award of $14,737,000.00. The El Paso International Airport is constructing improvements to include relocating Taxiway Mike to the runway threshold to allow ease of access to Runway 8R from the cargo apron.

Department:	Capital Improvement
Award to:	Jordan Foster Construction, LLC
	El Paso, TX
Item(s):	Base Bid I
Initial Term:	307 Consecutive Calendar Days
Base Bid I:	$14,758,870.00
Total Estimated Award:	$14,758,870.00
Funding Sources:	Airport Enterprise
	Airport Improvement Plan Supplemental
	Airport Infrastructure Grant Bipartisan Infrastructure
Law	
Accounts:	562-3010-580270-62335-G62A193901
	562-3080-580270-62335-G62A193901
District(s):	All

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Jordan Foster Construction, LLC, the lowest responsive and responsible bidder.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

Work under this unit price contract is only an estimated value and will be ordered, performed, invoiced, and paid by measured quantity. The actual cost of this contract may be higher or lower than the total estimated value and will be the sum total of unit prices at the end of the contract term.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.

All Districts
Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Capital Improvement, Yvette Hernandez (915) 212-1860

Goal 2: Set the Standard for a Safe and Secure City

31. The linkage to the Strategic Plan is subsection 2.7 - Maximize Municipal Court efficiency and enhance customer experience. **23-848**

Discussion and action that the Purchasing Director is authorized to notify Vendor that City is terminating awarded Contract No. 2022-0007R Collection Services for Delinquent Fines and Fees for convenience pursuant to the termination provisions of the Contract, and that the termination shall be effective as of June 20, 2023.

All Districts
Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Municipal Court, Lilia Worrell, (915) 212-5822

32. The linkage to the Strategic Plan is subsection 2.7 - Maximize Municipal Court efficiency and enhance customer experience. **23-849**

Award Summary:

Discussion and action that after having provided adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the Agreement for Delinquent Court Fines and Fees Services, pursuant to Solicitation 2023-0282R Collection Services for Delinquent Fines and Fees - Municipal Court, is awarded to Delgado Acosta Spencer Linebarger & Perez, LLP and that the City Manager, or his designee, is authorized to execute the Agreement and any related documents with Delgado Acosta Spencer Linebarger & Perez, LLP required to effectuate this award.

All Districts
Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Municipal Court, Lilia Worrell, (915) 212-5822

33. The linkage to the Strategic Plan is subsection 2.7 - Maximize Municipal Court efficiency and enhance customer experience. **23-851**

Award Summary:

Discussion and action on the award of Solicitation No. 2023-0282R Collections Fines and Fees to Delgado Acosta Spencer Linebarger & Perez, LLP., for an initial four (4) year term for an estimated amount of $3,796,035.80. The award also includes three (3), one (1) year options for an estimated amount of $2,847,026.85. The total value of the contract is, including the initial term plus the options, for a total of seven (7) years, for an estimated amount of $6,643,062.65. This contract will allow collection services for the Municipal Court.

Contract Variance:

The variance is based on the recovery rate percentage compared to the previous contract as follows: Warrants decreased by 26%, Capias Pro Fine decreased by 20% and Civil decreased by 30%. The decrease is due to the changes in the recovery rate categories.

Department:	Municipal Court
Vendor:	Delgado Acosta Spencer Linebarger & Perez, LLP
	El Paso, TX
Item(s):	All
Initial Term:	4 Years
Option to Extend:	Years (3), one (1) Year
Annual Estimated Award:	$949,008.95
Initial Term Estimated Award:	$3,796,035.80
Total Estimated Award:	$6,643,062.65
Account No.:	111-203400-1000-11030
Funding Source:	Collection Agency Payable
District(s):	All

This is a Request for Proposal, service contract.

The Purchasing & Strategic Sourcing and Municipal Court Departments recommend the award as indicated to Delgado Acosta Spencer Linebarger & Perez, LLP the highest-ranked proposer based on evaluation factors established for this procurement.

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

All Districts
Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Municipal Court, Lilia Worrell, (915) 212-5822

34. The linkage to the Strategic Plan is subsection: 2.3 - Increase public safety operational efficiency. **23-850**

Discussion and action that the City Manager be authorized to sign an agreement to provide baseline physical exams services for the City's Fire Department between the City of El Paso ("City") and Occupational Health Centers of the Southwest, P.A. dba Concentra Medical Centers; contract 2023-0117R Baseline Physical Examinations for Firefighters for a three (3) year initial term estimated award of $3,523,200.00. The award is to include a two (2) year optional amount of $2,348,800.00 for a total five (5) year award from the date this Agreement is approved by the City Council, for a total amount of $5,872,000.00.

Contract Variance:
The difference based in comparison to the previous contract is as follows: An increase of $2,364,160.32 for the initial term, which represents a 203.98% increase due to rising costs for services within the health care industry.

This is a request for qualifications, requirements contract.

The Purchasing & Strategic Sourcing and the Fire Departments recommend award as indicated to Occupational Health Centers of the Southwest, P.A. dba Concentra Medical Centers, the highest ranked proposer based on the evaluation factors established for this procurement.

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

Additionally, it is requested that the City Attorney's Office review and that the City Manager be authorized to execute any related contract documents and agreements necessary to effectuate this award.

All Districts
Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Fire, Chief Jonathan P. Killings, (915) 493-5609

Goal 3: Promote the Visual Image of El Paso

35. The linkage to the Strategic Plan is Subsection 3.1 - Improve the Visual Impression of the Community. **23-854**

Award Summary:

Discussion and action on the award of Solicitation No. 2023-0295R Comprehensive Plan Update 2023 to CallisonRTKL, Inc., for an initial term of two (2) years, the award also includes a one (1) year option. The total amount of the contract is, including the initial term plus the option for a total of three (3) years, for an estimated amount of $1,499,618.00. This contract will allow for the update of the City's Comprehensive Plan, Plan El Paso, adopted in 2012.

Contract Variance:

Not Applicable

Department:	Capital Improvement
Vendor:	CallisonRTKL, Inc. Washington, DC
Item(s):	All
Initial Term	2 years
Option to Extend:	1 year
Total Estimated Award:	$1,499,618.00
Account No.:	2020 CIP
Funding Source:	190-4746-38290-580280-PCP20PLANDOCS
District(s):	All

This is a Request for Proposal.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to CallisonRTKL, Inc. the highest ranked offeror based on the evaluation factors established for this procurement. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

All Districts
Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Capital Improvement Department, Yvette Hernandez, (915) 212-1845

Goal 6: Set the Standard for Sound Governance and Fiscal Management

36. The linkage to the Strategic Plan is subsection 6.6 - Ensure continued financial stability and accountability through sound financial management, budgeting and reporting. **23-885**

Award Summary:

Discussion and action on the award of Solicitation 2023-0028R Disparity Study to Keen Independent Research, LLC for a one (1) year term for an estimated amount of $329,940.00. This contract will conduct Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE) and Airport Concession Disadvantaged Business Enterprise (ACDBE) disparity studies.

Contract Variance:

No variance, new contract.

Department:	Purchasing & Strategic Sourcing
Vendor:	Keen Independent Research, LLC Denver, CO

Item(s):	All
Term:	1 Year
Total Estimated Award:	$329,940.00
Account No.:	215-522150-4930-16010-P22ROPSDISPSTU
Funding Source:	Capital Projects - Internal
District(s):	All

This is a Request for Proposal, service contract.

The Purchasing & Strategic Sourcing Department recommend award as indicated to Keen Independent Research, LLC the highest ranked proposer based on evaluation factors established for this procurement.

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

All Districts
Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092

Goal 7: Enhance and Sustain El Paso's Infrastructure Network

37. The linkage to the Strategic Plan is subsection 7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life. **23-852**

Award Summary:
Discussion and action on the award of Solicitation 2023-0258 Collector and above Street Resurfacing 2023 to International Eagle Enterprises, Inc. for an estimated amount of $18,285,400.00 for a total term of seven hundred thirty (730) consecutive calendar days. This program will provide a new asphaltic riding surface to the project locations, including Street Rights of Way as needed, as well as repair of damaged concrete parkway structures and ancillary items such as roadway striping and markings as needed.

Department	Streets and Maintenance
Award To:	International Eagle Enterprises Inc. El Paso, TX
Item(s):	All
Initial Term:	730 Consecutive Calendar Days
Total Estimated Award:	$18,285,400.00
Funding Sources:	Street Maintenance Funds 2022 Community Progress Bond Top 50 Arterials 2022 Community Progress Bond Residentials General Funds
Accounts:	532-2560-32120-522270-PCP23STY4RES 190-4825-29110-580270-PCP23STMSTRART 190-4825-29110-522270 -PCP23STMSTRRES 532-1000-32040-522270-P3230
District(s):	All

This is Competitive Sealed Proposal, a unit price contract.

The Purchasing & Strategic Sourcing, Streets, and Maintenance Departments recommend an award as indicated to International Eagle Enterprises Inc, the highest-ranked offeror.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of this award.

Work under this unit price contract is only an estimated value and will be ordered, performed, invoiced, and paid by measured quantity. The actual cost of this contract may be higher or lower than the total estimated value and will be the sum total of unit prices at the end of the contract term.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes that are necessary for the proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.

All Districts
Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Streets and Maintenance, Richard J. Bristol, (915) 212-7000

38. The linkage to the Strategic Plan is subsection 7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life. **23-853**

Award Summary:
Discussion and action on the award of Solicitation 2023-0267 Residential Street Resurfacing to ALLIED PAVING CO. OF EL PASO, INC. dba Allied Paving Company for a total estimated award of $15,766,286.60. The contract will provide a new asphaltic riding surface to the project Residential Streets, as well as repair of damaged concrete structures and other ancillary items such as roadway striping and markings as needed.

Department	Streets and Maintenance
Award To:	ALLIED PAVING CO. OF EL PASO, INC. dba Allied Paving Company
	El Paso, TX
Item(s):	All
Initial Term:	730 Consecutive Calendar Days
Base Bid:	$15,766,286.60
Total Estimated Award:	$15,766,286.60
Funding Source:	Street Maintenance Funds 2022 Community Progress Bond Top 50 Arterials 2022 Community Progress Bond Residentials General Funds
Account:	522270-532-2560-32120-PCP23STY4RES 580270-190-4825-29110-PCP23STMSTRART 522270-190-4825-29110-PCP23STMSTRRES 522270-532-1000-32040-P3230
District(s):	All

This is Competitive Sealed Proposal, unit price contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to ALLIED PAVING CO. OF EL PASO, INC. dba Allied Paving Company, the highest ranked offeror.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

Work under this unit price contract is only an estimated value and will be ordered, performed, invoiced, and paid by measured quantity. The actual cost of this contract may be higher or lower than the total estimated value and will be the sum total of unit prices at the end of the contract term.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.

All Districts
Purchasing and Strategic Sourcing, K. Nicole Cote (915) 212-1092
Streets and Maintenance, Richard J. Bristol, (915) 212-7000

39. The linkage to the strategic plan is subsection 7.2 - Improve Competitiveness Through Infrastructure Improvements Impacting the Quality of Life. **23-889**

Award Summary:

Discussion and action on the request that the Managing Director of Purchasing & Strategic Sourcing Department be authorized to issue Purchase Order(s) to H.D. Industries, Inc., the sole and authorized distributor for the 2023-0539 Pro Patch Proprietary Parts, for a term of three (3) years for an estimated amount of $120,000.00, with a stipulation that H.D. Industries, Inc. provides an updated sole source letter and affidavit each year. This contract will allow for the purchase of all parts for the Pro Patch Asphalt Pothole Patcher used by the Streets and Maintenance Department.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of $20,000.00 per year, which represents a 33.33% increase due to increased parts prices.

Department:	Streets and Maintenance
Award To:	H.D. Industries, Inc. Jacksonville, TX
Initial Term:	3 Years
Annual Estimated Amount:	$40,000.00

Total Estimated Amount:	$120,000.00
Account No.:	532-3600-531210-37020-P3701 (Parts)
Funding Source:	Internal Service Fund
District(s):	All

This is a Sole Source contract in accordance with Texas Local Government Code 252.022(a)(7)(a).

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to H.D. Industries, Inc., the sole and authorized distributor.

All Districts
Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Streets and Maintenance, Richard J. Bristol, (915) 212-7000

40. The linkage to the strategic plan is subsection 7.2 - Improve Competitiveness Through Infrastructure Improvements Impacting the Quality of Life. **23-891**

Award Summary:

Discussion and action on the award of Solicitation 2023-0410 Preformed Street Markings to Geveko Markings, Inc. for a total term of three (3) years for an estimated amount of $1,205,104.80. Preformed Street Markings materials are essential in order to provide the public with safe roadways, bike lanes, and crosswalks.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of $580,768.20 for the initial term, which represents a 93.02% increase due to an additional item added to the contract.

Department:	Streets and Maintenance
Vendor:	Geveko Markings, Inc. Gainesville, GA
Item(s):	All
Total Term:	3 Years
Annual Estimated Amount:	$401,701.60
Total Estimated Award:	$1,205,104.80 (3 Years)
Account No.:	532 - 1000 - 531220 - 32020 - P3254
Funding Source:	General Fund
District(s):	All

This is a Low Bid, Unit Price Contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Geveko Markings, Inc., the lowest, responsive, and responsible bidder.

All Districts
Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Streets and Maintenance, Richard J. Bristol (915) 212-7000

Goal 8: Nurture and Promote a Healthy, Sustainable Community

41. The linkage to the Strategic Plan is subsection 8.1 Deliver prevention, intervention, and mobilization services to promote a healthy, productive, and safe community. **23-887**

Discussion and action to request that the Managing Director of the Purchasing & Strategic Sourcing Department be authorized to issue a Purchase Order(s) to Hologic Sales and Services, LLC, the sole distributor for the Hologic Testing Supplies for Public Health Department for a term of three (3) years for an estimated amount of $225,000.00, with the stipulation that the vendor provides an updated sole source letter and affidavit each year. This contract will allow the Public Health Department to purchase associated kits, assays, and reagents for their Panther instrument system.

Contract Variance:
There is no variance, the estimated amount remains the same.

Department:	Public Health
Vendor:	Hologic Sales and Services, LLC Marlborough, MA
Initial Term:	3 years
Annual Estimated Award:	$75,000.00 (1 year)
Total Estimated Award:	$225,000.00 (3 years)
Account No.:	531120-341-1000-41130
Funding Source:	General Fund
District(s):	All
Reference No.	2023-0520

The Purchasing & Strategic Sourcing and the Public Health Departments recommend award as indicated to Hologic Sales and Services, LLC the sole distributor for Hologic Testing Supplies.

All Districts
Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Public Health, Hector I. Ocaranza, (915) 212-0200

REGULAR AGENDA – EMERGENCY ORDINANCES:

Goal 2: Set the Standard for a Safe and Secure City

42. Discussion and action on an Emergency Ordinance extending Emergency Ordinance No. 019333 authorizing the City Manager to assign personnel and resources to assist in addressing the humanitarian and public safety crisis **23-899**

resulting from a mass migration through El Paso.

All Districts
City Manager's Office, Mario D'Agostino, (915) 212-1063

43. Discussion and action on an Emergency Ordinance extending Emergency Ordinance No. 019485 due to a humanitarian, security, and economic crisis resulting from a mass migration through El Paso. **23-900**

All Districts
City Manager's Office, Mario D'Agostino, (915) 212-1069

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development

44. An Ordinance amending Title 20 (Zoning), Chapter 20.02 (General Provisions and Definitions), Article II (Definitions); Title 20 (Zoning), Chapter 20.16 (Screening and Fencing), 20.16.030 (Permitted Walls), Subsection B; Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 4.00 (Office & Research Services); Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 5.00 (Manufacturing, Processing & Assembling); Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 11.00 (Recreation, Amusement & Entertainment); Title 20 (Zoning), Appendix C (Table of Parking Requirements and Standards), Table 4.00 (Office & Research Services); Title 20 (Zoning), Appendix C (Table of Parking Requirements and Standards) of the El Paso City Code to establish definitions for uses; clarify requirements; update the table of permissible uses; update the table of parking requirements and standards. **23-716**

All Districts
Economic and International Development, Karina Brasgalla, (915) 212-1570
Economic and International Development, Elizabeth Triggs, (915) 212-0094

Goal 2: Set the Standard for a Safe and Secure City

45. An Ordinance granting a franchise for Elite Medical Air Transport, LLC d/b/a Emergent Air, to operate a non-emergency ambulance transfer service. **23-683**

All Districts
Fire, Chief Jonathan Killings, (915) 212-5665

Goal 3: Promote the Visual Image of El Paso

46. An Ordinance changing the zoning of a portion of Tracts 10E and 11D, Section 36, Block 80, Township 2, Texas and Pacific Railway Surveys and a portion of Lot 1, Block 1, Pars Commercial Village, 11248 and 11254 Montana Avenue and 3667 George Dieter Drive, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) and C-1 (Commercial) to C-3 (Commercial) and from C-4/c (Commercial/conditions) to C-3/c (Commercial/conditions), and imposing **23-704**

conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 11248 and 11254 Montana Avenue and 3667 George Dieter Drive
Applicant: Abdolkarim Saadatkhah - PZRZ22-00044

District 3
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Andrew Salloum, (915) 212-1603

47. An Ordinance changing the zoning of all Lots 8 thru 10, the Northern 20.73 feet of Lot 7, the Eastern 8.15 feet of Lots 11 thru 13, the East 8.15 feet of the Northern 20.73 feet of Lot 14 and Northern 98.73 of the Alley, Block 199, Campbell's Addition, 222 S. Campbell Street, City of El Paso, El Paso County, Texas from C-4 (Commercial) to C-5 (Commercial). The penalty is as provided for in Chapter 20.24 of the El Paso City Code. **23-705**

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 222 S. Campbell Street
Applicant: City of El Paso - PZRZ23-00001

District 8
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Andrew Salloum, (915) 212-1603

REGULAR AGENDA - OTHER BUSINESS:

Goal 7: Enhance and Sustain El Paso's Infrastructure Network

48. Discussion and action requesting City Council support for the submission of the staff recommended grant application to the FY23 US Department of Transportation (USDOT) Safe Streets for All (SS4A) grant program for the Network-Wide Safety Improvements along the El Paso's High-Injury Network Project. The federal grant request is $10 million. If awarded, the City would contribute $2.5 million as part of the non-federal cost share. **23-843**

All Districts
Economic and International Development, Omar Martinez, (915) 479-0341
Capital Improvement Department, Yvette Hernandez, (915) 212-1860

Goal 8: Nurture and Promote a Healthy, Sustainable Community

49. Discussion and action on a Resolution to approve an amendment to the City's 2021-2022 (47th Year) Annual Action Plan and 2022-2023 (48th Year) Annual Action Plan for the Community Development Block Grant Entitlement (CDBG-EN) to: **23-862**

a. Increase the Community Development Block Grant (CDBG) project/activity budget for Wheelchair Ramps at Lakehurst Rd. and Saratoga Dr. to $95,237.24 utilizing unprogrammed CDBG funds from prior years; and
b. Increase the Community Development Block Grant (CDBG) project/activity budget for Wheelchair Ramps along Wadsworth Ave. to $388,649.27 utilizing unprogrammed CDBG funds from prior years; and
c. Increase the Community Development Block Grant (CDBG) project/activity budget for Sidewalks along Byron St. to $341,295.35 utilizing unprogrammed CDBG funds from prior years.

All Districts
Community and Human Development, Nicole Ferrini, (915) 212-1659

EXECUTIVE SESSION

The following members of City Council will be present via video conference:

Representative Alexsandra Annello

The City Council of the City of El Paso may retire into EXECUTIVE SESSION pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Chapter 551, Subchapter D, to discuss any of the following: (The items listed below are matters of the sort routinely discussed in Executive Session, but the City Council of the City of El Paso may move to Executive Session any of the items on this agenda, consistent with the terms of the Open Meetings Act and the Rules of City Council.) The City Council will return to open session to take any final action and may also, at any time during the meeting, bring forward any of the following items for public discussion, as appropriate.

Section 551.071	CONSULTATION WITH ATTORNEY
Section 551.072	DELIBERATION REGARDING REAL PROPERTY
Section 551.073	DELIBERATION REGARDING PROSPECTIVE GIFTS
Section 551.074	PERSONNEL MATTERS
Section 551.076	DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS
Section 551.087	DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS
Section 551.089	DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS; CLOSED MEETING

Goal 6: Set the Standard for Sound Governance and Fiscal Management

Discussion and action on the following:

EX1. Maria Ramirez, et al v. Ruben Escajeda Jr. and City of El Paso; Matter No. 17-1026-8594 (551.071) **23-912**

City Attorney's Office, Matthew Marquez, (915) 212-0033

EX2. Maria H. Torres v. City of El Paso; Matter 19-1045-089; (551.071) **23-868**

City Attorney's Office, Evan Reed, (915) 212-0033

EX3. TGS Rate Case Expense Severed from OS-22-9896 Settlement Proposal; HighQ#UTILITY-3; (551.071) **23-871**

City Attorney's Office, Donald C. Davie, (915) 212-0033

EX4. 2023 TGS Rate Annual Gas Reliability Infrastructure Program Application for Annual Interim Rate Adjustment; HQ#UTILITY-4; (551.071) **23-872**

City Attorney's Office, Donald C. Davie, (915) 212-0033

EX5. EPE Request to Amend Rate Schedule No. 33; HQ#UTILITY-12; (551.071) **23-874**

City Attorney's Office, Donald C. Davie, (915) 212-0033

EX6. City Attorney and City Manager annual performance evaluations. Matter No. 21-1043-688/HQ#23-816 (551.071 and 551.074) **23-880**

City Attorney's Office, Kristen Hamilton-Karam, (915) 212-0033

ADJOURN

NOTICE TO THE PUBLIC:

Sign Language interpreters are provided for regular City Council meetings. If you need Spanish Interpreter Services, you must email CityClerk@elpasotexas.gov at least 72 hours in advance of the meeting.

ALL REGULAR CITY COUNCIL AGENDAS ARE PLACED ON THE INTERNET ON THURSDAY PRIOR TO THE MEETING AT THE ADDRESS BELOW:

http://www.elpasotexas.gov/

File #: 23-841, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
City Clerk's Office, Laura D. Prine, (915) 212-0049

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Approval of the Minutes of the Regular City Council Meeting of June 6, 2023, the Agenda Review of June 5, 2023, the Work Session of June 5, 2023, the Work Session of February 27, 2023, and the Work Session of January 18, 2022.

OSCAR LEESER
MAYOR

TOMMY GONZALEZ
CITY MANAGER

CITY COUNCIL
BRIAN KENNEDY, DISTRICT 1
ALEXSANDRA ANNELLO, DISTRICT 2
CASSANDRA HERNANDEZ, DISTRICT 3
JOE MOLINAR, DISTRICT 4
ISABEL SALCIDO, DISTRICT 5
ART FIERRO, DISTRICT 6
HENRY RIVERA, DISTRICT 7
CHRIS CANALES, DISTRICT 8

MINUTES FOR REGULAR COUNCIL MEETING

JUNE 6, 2023
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:00 AM

ROLL CALL

The City Council of the City of El Paso met on the above time and date. Meeting was called to order at 9:00 a.m. Mayor Oscar Leeser present and presiding and the following Council Members answered roll call: Brian Kennedy, Alexsandra Annello, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Art Fierro, and Henry Rivera. Late arrival: Chris Canales at 9:07 a.m.

INVOCATION EL PASO POLICE CHAPLAIN RABBI LEVI GREENBERG

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

Personal Attendant Appreciation Day

Juneteenth Independence Day

Texas Police Athletic Federation Texas Police Games Week

National Cancer Survivor Month

The Regular City Council meeting was **RECESSED** at 9:51 a.m. in order to take photos with the honorees and convene the meetings of the Health Facilities Development Corporation and Mass Transit Department Board.

The Regular City Council meeting was **RECONVENED** at 10:39 a.m.

NOTICE TO THE PUBLIC

Motion made by Mayor Pro Tempore Annello, seconded by Representative Kennedy, and unanimously carried to **APPROVE, AS REVISED,** all matters listed under the Consent Agenda unless otherwise noted. (Items approved, postponed, or deleted pursuant to the vote on the Consent Agenda will be shown with an asterisk {*}.

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

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CONSENT AGENDA – APPROVAL OF MINUTES:

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Goal 6: Set the Standard for Sound Governance and Fiscal Management

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1. *Motion made, seconded, and unanimously carried to **APPROVE** the Minutes of the Regular City Council Meeting of May 23, 2023, the Agenda Review of May 22, 2023, the Work Session of May 8, 2023, the Work Session of May 22, 2023, the Work Session of January 17, 2023 and the Special Meeting of June 28, 2022.

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CONSENT AGENDA – REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

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2. REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS

***NO ACTION** was taken on this item.

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CONSENT AGENDA – RESOLUTIONS

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Goal 2: Set the Standard for a Safe and Secure City

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3. *R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the following part-time Substitute Associate Municipal Judge be reappointed in accordance with the El Paso City Code Section 2.44.030 to serve four-year terms from June 26, 2023 through June 25, 2027. Any part time Substitute Associate Municipal Judge whose term expired on June 25, 2023, not expressly named in this resolution is not reappointed. The action of the appointing authority is to appoint only those individual named in this Resolution.

Re-Appointment Part-Time Judge:
David Rutledge

That the following full-time Substitute Associate Municipal Judges are re-appointed in accordance with the El Paso City Code Section 2.44.030 to serve four years terms from June 26, 2023 through June 25, 2027.

Re-Appointment Full-Time Judges:
Alfonso Dominguez
Carl Horkowitz

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Goal 3: Promote the Visual Image of El Paso

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4. *R E S O L U T I O N

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, OROPEZA LORENA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

200 Flynn Dr, more particularly described as Lot 30 (8377.50 Sq Ft), Block 4, La Paz Estates Subdivision, City of El Paso, El Paso County, Texas, PID #L069-999-0040-5900

to be $344.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 11th day of May, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY FOUR AND 00/100 DOLLARS ($344.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, CHEVALIER JUANA C, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

512 Raynolds St, more particularly described as Lot 116 (6000 Sq Ft), Block 20, Loretto Place Subdivision, City of El Paso, El Paso County, Texas, PID #L681-999-0200-2900

to be $457.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 28th day of April, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FIFTY SEVEN AND 00/100 DOLLARS ($457.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, JUAREZ LUPE, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

10901 Elkhart Dr, more particularly described as Lot 44, Block 54, Pebble Hills #6 Subdivision, City of El Paso, El Paso County, Texas, PID #P654-999-0540-8700

to be $317.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 12th day of January, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SEVENTEEN AND 50/100 DOLLARS ($317.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ORTEGA ERICA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

1933 Ratner Cir, more particularly described as Lot 32, Block 116, Vista Del Sol #35 Subdivision, City of El Paso, El Paso County, Texas, PID #V893-999-1160-6300

to be $408.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 6th day of April, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED EIGHT AND 00/100 DOLLARS ($408.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, NAVA CAROLINA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

2036 Diciembre Dr, more particularly described as Lot 11, Block 56, Vista Del Sol #14 Subdivision, City of El Paso, El Paso County, Texas, PID #V893-999-0560-2100

to be $336.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 4th day of May, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY SIX AND 00/100 DOLLARS ($336.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GARCIA ANTONIO & JOSEFINA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

7702 Hermosillo Dr, more particularly described as Lot 43 (7200.00 Sq Ft), Block 12, Hacienda Heights #2 Subdivision, City of El Paso, El Paso County, Texas, PID #H012-999-0120-8500

to be $337.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 2nd day of March, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY SEVEN AND 50/100 DOLLARS ($337.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, WHITFIELD ELMER JR & LOUISE, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

10373 Kellogg St, more particularly described as Lot 2 (7943 Sq Ft), Block 59, Sun Valley Subdivision, City of El Paso, El Paso County, Texas, PID #S816-999-0590-0500

to be $523.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 6th day of January, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED TWENTY THREE AND 00/100 DOLLARS ($523.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, PANOCO PROPERTIES LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

9406 Montogmery Dr, more particularly described as Lot 4 (6273 Sq Ft), Block 56, Tobin Park #3 Subdivision, City of El Paso, El Paso County, Texas, PID #T527-999-0560-1000

to be $339.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 17th day of March, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY NINE AND 00/100 DOLLARS ($339.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, LOPEZ DAVID, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

5200 Coronell Ave, more particularly described as Lot 1, Block 27, Milagro Hills #3 Subdivision, City of El Paso, El Paso County, Texas, PID #M425-999-0270-0100

to be $2054.42, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 8th day of April, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount TWO THOUSAND FIFTY FOUR AND 42/100 DOLLARS ($2054.42) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MILLARD JAMES G, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

14684 Friesian Trail Dr, more particularly described as Lot 22, Block 314, Tierra Del Este #67 Subdivision, City of El Paso, El Paso County, Texas, PID #T287-999-3140-2200

to be $358.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 8th day of April, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FIFTY EIGHT AND 00/100 DOLLARS ($358.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, RODRIGUEZ ROSEANN, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

11967 Roseann Ct, more particularly described as Lot 12 (13992.89 Ac), Block 1, Acosta Subdivision Subdivision, City of El Paso, El Paso County, Texas, PID #A135-999-0010-1200

to be $469.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 19th day of January, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED SIXTY NINE AND 50/100 DOLLARS ($469.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ANSA TRACING COMPANY LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental

Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

8831 Sunland Rd, more particularly described as Lot Tr 39 (0.413 Ac), Sundland Gardens Subdivision, City of El Paso, El Paso County, Texas, PID #S850-999-0010-8900

to be $429.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 16th day of February, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED TWENTY NINE AND 00/100 DOLLARS ($429.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, NEVAREZ JULIO C, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

9266 Roseway Dr, more particularly described as Lot Tr 121 (0.247 Ac), Block , North Valumbrosa #2 Subdivision, City of El Paso, El Paso County, Texas, PID #N525-999-0010-4600

to be $324.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 18th day of February, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY FOUR AND 50/100 DOLLARS ($324.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, CARBAJAL NANCY, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

9313 Ramirez Ct, more particularly described as Lot 292 (6196 Sq Ft), Singh #3 Subdivision, City of El Paso, El Paso County, Texas, PID #S455-999-001C-8500

to be $456.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 24th day of February, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FIFTY SIX AND 00/100 DOLLARS ($456.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, HANSEN VICTORIA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

9329 San Lorenzo Ave, more particularly described as Lot 104 & 105 (12100 Sq Ft), Singh #2 Subdivision, City of El Paso, El Paso County, Texas, PID #S450-999-0010-2700

to be $405.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 22nd day of February, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FIVE AND 50/100 DOLLARS ($405.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ESCOBAR ANDRES, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

9341 Leonardo Ave, more particularly described as Lot Tr 137 (5150 Sq Ft), North Valumbrosa #2 Subdivision, City of El Paso, El Paso County, Texas, PID #N525-999-0010-6200

to be $431.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 23rd day of February, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED THIRTY ONE AND 00/100 DOLLARS ($431.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, PUENTES HECTOR R H & MORENO ROSA M, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

9727 Vallarta Dr, more particularly described as Lot 24, Block 10, Colonia Del Prado Subdivision, City of El Paso, El Paso County, Texas, PID #C72-999-9010-04700

to be $343.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 10th day of February, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY THREE AND 50/100 DOLLARS ($343.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ZUBIA RUBEN, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

9895 Sayers Dr, more particularly described as Lot 24 (7444.99 Sq Ft), Block 4, Valley South Subdivision, City of El Paso, El Paso County, Texas, PID #V258-999-0040-4700

to be $343.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 10th day of February, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FOURTY THREE AND 50/100 DOLLARS ($343.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ESPINOZA BARBARA A, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

8359 Dell Haven Dr, more particularly described as Lot 9 (6100 Sq Ft), Block 11, Marian Manor Subdivision, City of El Paso, El Paso County, Texas, PID #M095-999-0110-6500

to be $405.57, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 24th day of February, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FIVE AND 57/100 DOLLARS ($405.57) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, HERNANDEZ RICHARD JR & RICHARD SR, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

10609 Vista Alegre Dr, more particularly described as Lot 4 (10450 Sq Ft), Block 4, Eastridge Subdivision, City of El Paso, El Paso County, Texas, PID #E090-999-0040-0700

to be $362.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 13th day of January, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY TWO AND 50/100 DOLLARS ($362.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, DUGAN RICHARD A, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

505 Valplano Dr, more particularly described as Lot 2 (9083.26 Sq Ft), Block 42, Chaparral Park #13 Subdivision, City of El Paso, El Paso County, Texas, PID #C340-999-0420-0300

to be $776.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 12th day of May, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SEVEN HUNDRED SEVENTY SIX AND 50/100 DOLLARS ($776.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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5. *R E S O L U T I O N

A RESOLUTION APPROVING A DETAILED SITE DEVELOPMENT PLAN FOR ALL OF LOT 1, BLOCK 3, KEYSTONE BUSINESS PARK, REPLAT "A", AND ALL OF LOTS 2 AND 3, BLOCK 3, KEYSTONE BUSINESS PARK, 4500 OSBORNE DRIVE, 4440 DONIPHAN DRIVE, AND 4420 DONIPHAN DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.04.150. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, Clever Properties LLC**,** (the "Owner") has applied for approval of a detailed site development plan which requires City Plan Commission and City Council approval. The detailed site development plan is subject to the development standards in the C-4/sc (Commercial/special contract) District regulations and subject to the approved Detailed Site Development Plan signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as **Exhibit "B"**** and is incorporated herein by reference for all purposes; and,

WHEREAS, a report was made by the staff to the City Plan Commission and a public hearing was held regarding such application;

WHEREAS, the City Plan Commission has approved and herein recommends Council approval of the subject detailed site development plan; and

WHEREAS, the City Council finds that the detailed site development plan meets all applicable requirements of the El Paso City Code:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. Pursuant to requirements, the City Council hereby approves the detailed site development plan submitted by the Applicant, to **permit an office warehouse** as required under the **C-4/sc (Commercial/special contract)** District as per Section **20.04.150**, on the following described property, and as more particularly described by metes and bounds on the attached **Exhibit "A"****, incorporated by reference, which is located in a **C-4/sc (Commercial/special contract)** District:

All of Lot 1, Block 3, Keystone Business Park, Replat "A", and all of Lots 2 and 3, Block 3, Keystone Business Park, 4500 Osborne Drive,4440 Doniphan Drive, and 4420 Doniphan Drive, City of El Paso, El Paso County, Texas.

2. A copy of the approved detailed site development plan, signed by the Applicant, the City Manager and the Secretary of the City Plan Commission, is attached hereto, as **Exhibit "B"****

and incorporated herein by reference.

3. All construction and development on the property shall be done in accordance with the approved detailed site development plan and the development standards applicable in the C-4/sc (Commercial/special contract) District regulations.

4. The Applicant shall sign an agreement to develop the property and to perform all construction thereon in accordance with the approved detailed site development plan and the standards applicable in the C-4/sc (Commercial/special contract) District. Such agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary of the City Plan Commission before building permits are issued.

5. This approval shall be void if construction on the property is not started in accordance with the approved detailed site development plan within four (4) years from the date hereof.

**Exhibits available at the City Clerk's Office.

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Goal 6: Set the Standard for Sound Governance and Fiscal Management

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6. *R E S O L U T I O N

WHEREAS, pursuant to the City's 2023 calendar year City Council regular meeting schedule, City Council is scheduled to meet on Wednesday, June 21, 2023; and

WHEREAS, the City Council desires to reschedule the June 21, 2023 meeting to Tuesday, June 20, 2023, and cancel the Work Session on June 20, 2023, due to "Juneteenth" an El Paso city holiday that will take place on June 19, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That in conformity with Section 3.5A of the City Charter, the regular City Council meeting scheduled on June 21, 2023, is hereby rescheduled, for Tuesday, June 20, 2023. All City Council Rules and Procedures not expressly modified herein remain in full force and effect.

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7. *R E S O L U T I O N

WHEREAS, pursuant to Section 33.011(j)(1) of the Tax Code, the governing body of a taxing unit shall waive penalties and interest on a delinquent tax of the taxpayer submits evidence sufficient to show that the taxpayer delivered payment for the tax before the delinquency to the United States Postal Service for delivery by mail, but an act or omission of the postal service resulted in the taxpayer's payment being postmarked after the delinquency date; and

WHEREAS, pursuant to Section 33.011(d) a request for waiver of penalties and interest pursuant to Section 33.011(j)(1) must be made before the 181st day after the delinquency date; and

WHEREAS, pursuant to Section 33.011(d) of the Tax Code, taxpayer, TRILOGY LEASING CO, LLC ("Taxpayer") requested a waiver of penalties and interest on March 30, 2023, before the 181st day after the delinquency date, in the amount of $369.51 for the 2022 delinquent taxes for the property with the following legal description(s):

Legal Description
LEASED CMP IN TDC 30
LEASED CMP IN TDC 34
LEASED CMP IN TDC 38
LEASED CMP IN TDC 42
LEASED CMP IN TDC 50

WHEREAS, taxpayer submits evidence sufficient to show that the taxpayer delivered payment for the tax before the delinquency to the United States Postal Service for delivery by mail, but an act or omission of the postal service resulted in the taxpayer's payment being postmarked after the delinquency date.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the Taxpayer, TRILOGY LEASING CO, LLC, has met the requirements of Section 33.011 of the Tax Code for the request of waiver of penalties and interest and the City waives the penalty and interest amount on the 2022 delinquent taxes pursuant to Section 33.011(j)(1) of the Tax Code in the amount of $369.51, for the property with the following legal description(s):

Legal Description
LEASED CMP IN TDC 30
LEASED CMP IN TDC 34
LEASED CMP IN TDC 38
LEASED CMP IN TDC 42
LEASED CMP IN TDC 50

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8. *R E S O L U T I O N

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the City Attorney is authorized to retain outside counsel, Kaplan Kirsch Rockwell, attorney Eric T. Smith in matters regarding general airport legal issues.

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Goal 8: Nurture and Promote a Healthy, Sustainable Community

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9. *R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager, or designee, be authorized to sign and submit to the Department of Housing and Urban Development {HUD) the 2023-2024 Annual Action Plan, Form SF-424 and Form SF 424 D, all certifications and assurances contained therein, and any documents necessary to comply with HUD requirements; and

That the City Manager, or designee, be authorized to sign Grant Agreements with HUD for the four entitlement grants covered by the Annual Action Plan: The Community Development Block Grant, the Emergency Solutions Grant, the HOME Investment Partnerships Program and the Housing Opportunities for Persons with AIDS Program; and

That the City Manager, or designee, be authorized to sign all Letters of Support, Certifications of Local Government Approval, Release of Liens, Assurances and Certifications

of Consistency with the Consolidated Plan required by HUD or the State of Texas for grant applications or applications for Low Income Housing Tax Credits for programs covered by the Consolidated Plan or related Community Development programs; and

That the City Manager, or designee, subject to completion of environmental review, be authorized to sign all contracts and documents with subrecipients related to the implementation and performance of the activities contained in the 2023-2024 Annual Action Plan and corresponding programs.

The City Manager, or designee, is authorized herein to sign amendments to such contracts and documents which add to or reduce funding, including but not limited to the deobligation of funds by mutual termination, and extensions to the contract period; and

That the City Manager, or designee, be authorized to sign all contracts and documents with subrecipients related to the implementation and performance of the specific Public Facilities activities to be contained in the 2024-2025 Annual Action Plan and 2025-2026 Annual Action Plan. Those specific Public Facilities activities are the 1208 Myrtle Avenue Emergency Shelter Renovations Phase II and the Housing Opportunities Management Enterprises Ruben E. Salazar Apartments Phases I and II. Those specific Public Facilities activities are approved by City Council via this resolution and are contingent upon the City's receipt of sufficient Community Development Block Grant (CDBG) funds to implement the projects.

The City Manager, or designee, is authorized herein to sign amendments to such contracts and documents which add to or reduce funding, including but not limited to the deobligation of funds by termination, and extensions to the contract period; and

That the City Manager, or designee, be authorized to sign all Environmental Assessments, Requests for Release of Funds, Certifications, and Performance Reports required by the U .S. Department of Housing and Urban Development for activities covered by the 2023-2024 Annual Action Plan and related Community Development programs as well as the specific Public Facilities activities to be contained in the 2024-2025 and 2025-2026 Annual Action Plans; and

That the City Manager, or designee, be authorized to sign agreements to secure matching funds which add to amounts allocated under the regular budget; and to sign amendments to matching fund agreements, including extensions to the contract period.

That the City Manager, or designee, be authorized to sign all amendments, subordination agreements, loan modification agreements, release of liens, assumption agreements, and other similar documents related to transactions performed under all previous Action Plans and previous entitlement grants provided such documents are approved by the City Attorney's office as to form and comply with department policies and procedures; and

That the City Manager be authorized to execute letters of support, certifications, and other similar documents, that allow third parties to secure funding from state, federal, and local agencies which further the goals of the City's Annual Action Plan.

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CONSENT AGENDA –RE-APPOINTMENTS:

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Goal 8: Nurture and Promote a Healthy, Sustainable Community

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10. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Ron Comeau to the Animal Shelter Advisory Committee by Representative Joe Molinar, District 4.

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11. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Ruben Ramirez to the Veterans Affairs Advisory Committee by Mayor Oscar Leeser.

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CONSENT AGENDA –APPOINTMENTS:

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Goal 8: Nurture and Promote a Healthy, Sustainable Community

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12. *Motion made, seconded, and unanimously carried to **APPOINT** Michael Bray to the Regional Renewable Energy Advisory Council by Representative Joe Molinar, District 4.

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13. *Motion made, seconded, and unanimously carried to **APPOINT** Alfred Reeves to the Americorps Seniors Advisory Council by Representative Brian Kennedy, District 1.

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CONSENT AGENDA – APPLICATIONS FOR TAX REFUNDS:

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Goal 6: Set the Standard for Sound Governance and Fiscal Management

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14. *Motion made, seconded, and unanimously carried to **APPROVE** the tax refunds listed below and posted on the attachment with this agenda:

1. Rocio Garibay, in the amount of $4,500.00 made an overpayment on March 09, 2023 of 2022 taxes. (Geo. #C741-999-0170-5900)

2. Flowar Properties LLC, in the amount of $5,422.03 made an overpayment on February 8, 2022 of 2021 taxes. (Geo. #F607-999-0240-0600)

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CONSENT AGENDA – BIDS:

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Goal 2: Set the Standard for a Safe and Secure City

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15. *Motion made, seconded, and unanimously carried to **AWARD** Solicitation 2023-0058 Mattresses and Box Springs to RNM Mattress, LLC dba Popular Mattress, for a term of three (3) years for an estimated amount of $77,625.00. The award also includes a two (2) year option for an estimated amount of $51,750.00. The total amount of the contract is, including the initial term plus the option for a total of five (5) years, for an estimated amount of $129,375.00. This contract will provide mattresses and box springs for various fire stations.

Contract Variance:
The difference based in comparison to the previous contract is as follows: An increase of $6,277.50 for the initial term, which represents an 8.80% increase due to a rise in the cost of materials.

Department:	Fire
Vendor:	RNM Mattress, LLC dba Popular Mattress El Paso, TX
Initial Term:	3 years
Option to Extend:	2 years
Annual Estimated Award:	$ 25,875.00
Initial Term Estimated Award:	$ 77,625.00 (3 years)
Total Estimated Award:	$129,375.00 (5 years)
Account No.:	533040 - 322 - 1000 - 22090 - P2217
Funding Source:	General Fund

District(s): All

This is a Low-Bid, unit-priced contract.

The Purchasing & Strategic Sourcing and Fire Departments recommend award as indicated to RNM Mattress, LLC dba Popular Mattress, the lowest responsive and responsible bidder.

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

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Goal 7: Enhance and Sustain El Paso's Infrastructure Network

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16. *Motion made, seconded, and unanimously carried to **AWARD** Solicitation 2023-0409 Crack Seal Material to Crafco, Inc. for a total term of three (3) years for an estimated amount of $384,300.00. This purchase will allow the Streets and Maintenance Department to purchase the material used in its asphalt crack sealing program, which is a preventative road maintenance process that helps keep open cracks from spreading and preserves the life of the pavement.

Contract Variance:
The difference based in comparison to the previous contract is as follows: An increase of $33,504.00 for the initial term, which represents a 13.32% increase due to price increases.

Department:	Streets and Maintenance
Vendor:	Crafco, Inc. Chandler, AZ
Item(s):	All
Total Term:	3 Years
Total Estimated Award:	$384,300.00 (3 Years)
Account No.:	532 - 1000 - 532030 - 32120 - P3210
Funding Source:	General Fund
District(s):	All

This is a Low Bid, Unit Price Contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Crafco, Inc., the lowest, responsive and responsible bidder and that the bid submitted by Maxwell Products, Inc. be deemed non-responsive for altering the bid form.

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Goal 8: Nurture and Promote a Healthy, Sustainable Community

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17. ***R E S O L U T I O N**

WHEREAS, on February 15, 2022, the City of El Paso ("City") awarded Contract No. 2021-0885R Electronic Medical Records (EMR) System to CureMD.com, Inc ("Vendor"):

WHEREAS, the City desires to terminate the Contract for Default, pursuant to the provisions of Part 7 – Contract Clauses – Section 8B of the Contract.

NOW, THEREFORE, BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF EL PASO:

That the Managing Director of Purchasing & Strategic Sourcing is authorized to notify CureMD.com, Inc that the City is terminating awarded Contract No. 2021-0885R Electronic Medical Records (EMR) System for Default pursuant to the provisions and requirements of the Contract, and that the termination shall be effective as of June 6, 2023.

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REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL

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Goal 3: Promote the Visual Image of El Paso

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18. R E S O L U T I O N

WHEREAS, Post-Traumatic Stress Disorder (PTSD) has been recognized as an official mental health diagnosis by the Diagnostic and Statistical Manual of Mental Disorders since 1980; and

WHEREAS, anyone can develop PTSD when they experience or witness a traumatic event, and approximately 12 million people will have post-traumatic stress disorder within a given year; and

WHEREAS, Veterans of the Armed Forces and active-duty military members are disproportionately impacted by PTSD; and

WHEREAS, many post-traumatic stress responses remain unreported, undiagnosed, and untreated due to a lack of awareness about post-traumatic stress and the persistent stigma associated with mental health conditions; and

WHEREAS, post-traumatic stress significantly increases the risk of post-traumatic stress responses, including anxiety, depression, homelessness, substance abuse, and suicide, especially if left untreated; and

WHEREAS, El Pasoans can call the 9-8-8 Suicide and Crisis Line or the Emergence Health Network Crisis line at 915-779-1800 if they or a loved one are experiencing a mental health crisis; and

WHEREAS, June is recognized as Post Traumatic Stress Disorder Awareness Month, a time for people to raise awareness of Post-Traumatic Stress Disorder treatment and recovery.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT, the City of El Paso recognizes June as Post-Traumatic Stress Disorder to bring awareness to those with PTSD and to encourage people to reach out to their fellow citizens to provide support and remove the stigma associated with this disorder.

Mr. Rene Hurtado, Chief of Staff for Emergence Health Network, commented.

Representative Molinar read the resolution into the record.

Motion made by Mayor Pro Tempore Annello, seconded by Representative Fierro, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

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Goal 4: Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments

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19. R E S O L U T I O N

WHEREAS, for 248 years women have proudly served in the United States armed forces in both unofficial and official capacities to secure and preserve the freedom and liberty of the people of the United States; and

WHEREAS, women's contributions to the success of the American Revolution include, but are not limited to, the spinning of "Liberty Cloth," picketing merchants selling British imports, writing propaganda, and firing cannons on the battlefields; and

WHEREAS, women, some disguised as men, commanded troops, and fought in battles such as Cathay Williams, the only woman to serve as a Buffalo Soldier, and Buffalo Calf Road Woman, who knocked Lieutenant Colonel George Custer off his horse in the Battle of Little Bighorn; and

WHEREAS, thousands of women enlisted in the U.S. Army Nurse Corps and Navy Nurse Corps, often tending to the killed and wounded on the battlefield; and thousands of "Hello Girls" operated switchboards near the front lines in World War I; and

WHEREAS, in World War II, 350,000 women enlisted in the Women's Army Corps, the Navy Women's Reserve, the Marine Corps Women's Reserve, the Coast Guard Women's Reserve, the Women Airforce Service Pilots, the Army Nurse Corps, and the Navy Nurse Corps; and

WHEREAS, in 1948 Congress passed the Women's Armed Services Integration Act, allowing women to serve as permanent members of the United States Armed Forces, but restricting each branch to 2% of women, of which many went on to courageously serve in MASH units in the Korean War combat theater; and

WHEREAS, women who volunteered to serve in the Vietnam War in the health, communications, intelligence, and administration fields, and continued to face the horrors of combat, with eight women killed, were finally allowed to be promoted to general and command units, but still faced a ten-year obstacle to the building of the Vietnam Women's Memorial; and

WHEREAS, during Desert Shield/Desert Storm, although barred from combat, 40,000 servicewomen deployed serving in more roles than were previously open, such as plane and helicopter pilots, and where more women found themselves engaged in combat as the lines of engagement were continuously blurred; and

WHEREAS, since September 11, 2001, over 300,000 women, have deployed to Iraq and Afghanistan, and whose courageous actions and exemplary performances have further opportunities for women by way of the lifting of combat restrictions, 9,000 Combat Action Badges, 114 Army Rangers, 940 tankers, infantry, and cavalry scouts; and

WHEREAS, an estimated 1,000 women have been Killed in Action, 100 were Prisoners of War, and countless others wounded in combat since 1773, and despite being the fastest growing subgroup of Veterans, women Veterans continue to face barriers to equality and recognition amongst their male counterparts and the civilian community, and furthermore declare they will no longer be invisible.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City of El Paso recognizes June 12th, 2023 as "**Women Veterans Day**" to recognize and honor the service and sacrifices of the women who volunteered to serve in the United States Armed Forces.

Representative Kennedy read the resolution in to the record.

Ms. Melissa Harcrow, Women Veterans Coordinator for West Texas with the Texas Veterans Commission, commented.

Ms. Lisa Turner, National Chair for Advocacy for the Transgender Veterans of America.

1ST MOTION
*Motion made, seconded, and unanimously carried to **REVISE** the item to add Representative Annello as a co-sponsor.

2ND AND FINAL MOTION
Motion made by mayor Pro Tempore Annello, seconded by Representative Molinar, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None

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Goal 5: Promote Transparent and Consistent Communication Amongst All Members fo the Community

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20. Presentation, discussion, and action regarding proposed amendments to the Noise Ordinance (Title 9) and Amplified Sound Permit (Title 5), including but not limited to an update on progress toward the direction provided by the City Council in June 2022 to continue public outreach and the solicitation of a third-party expert to evaluate and recommend proposed amendments.

Mayor Leeser and Representatives Molinar, Fierro and Canales commented.

Mr. Steve Alvarado, Code Enforcement Director, provided a brief update to Council.

Mr. Cary Westin, Interim City Manager, commented.

Ms. Lisa Turner, citizen, commented.

NO ACTION was taken on this item.

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CALL TO THE PUBLIC – PUBLIC COMMENT:

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The following members of the public commented:

1. Mr. Miguel Rico
2. Ms. Elizabeth Crawford
3. Mr. Ron Comeau
4. Mr. Steven Strumer

5. Mr. Efrain Saucedo
6. Ms. Lisa Turner
7. Mr. Eddie Chavez
8. Mr. Arnulfo Hernandez
9. Ms. Wally Cech

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The Regular City Council meeting was **RECESSED** at 1:26 p.m. for lunch until 2:00 p.m.

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REGULAR AGENDA – FIRST READING OF ORDINANCES:

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Motion made by Mayor Pro Tempore Annello, seconded by Representative Molinar, and unanimously carried that the following Ordinances, having been introduced pursuant to Section 3.9 of the El Paso City Charter, be **ADVERTISED** for public hearing:

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Rivera, and Canales
NAYS: None
RECUSED: Representative Fierro

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Goal 2: Set the Standard for a Safe and Secure City

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21. An Ordinance granting a franchise for Elite Medical Air Transport, LLC d/b/a Emergent Air, to operate a non-emergency ambulance transfer service.

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PUBLIC HEARING WILL BE HELD ON JUNE 20, 2023

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Goal 3: Promote the Visual Image of El Paso

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22. An Ordinance changing the zoning of the South 200 feet of Lot 33, Map of Sunrise Acres No. 2, 4819 Titanic Avenue, City of El Paso, El Paso County, Texas from R-4 (Residential) to A-2 (Apartment), and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with *Plan El Paso*, the City's Comprehensive Plan.

Subject Property: 4819 Titanic Avenue
Applicant: Gisela R. Herrera, PZRZ22-00027

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PUBLIC HEARING WILL BE HELD ON JULY 5, 2023

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REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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Goal 2: Set the Standard for a Safe and Secure City

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23. **R E S O L U T I O N**

WHEREAS, on April 18, 2013, the El Paso City Council approved a Resolution authorizing the City Manager to take all action necessary to establish the University Medical Center Quiet Zone and Five Points Quiet Zone ("2013 Resolution").

WHEREAS, through the 2013 Resolution, Council authorized the City Manager to take

such actions as permanently closing street crossings over Union Pacific Railroad Company property; installing gate systems; installing raised medians; installing warning signage; installing guard-railing; installing illumination; and modifying existing traffic patterns.

WHEREAS, through the 2013 Resolution, Council further authorized the City Manager to negotiate with the Texas Department of Transportation for the reconstruction of the Carolina Bridge and to establish funding sources and make budget transfers necessary to accomplish the establishment of the Quiet Zones.

WHEREAS, presently, the Union Pacific Railroad Company ("UPRC") is requesting that the City enter into an Authorization and Reimbursement Agreement – Public Road Crossing Improvements – Surface, Signal and Signal Interconnect ("Reimbursement Agreement").

WHEREAS, the Reimbursement Agreement would provide for the UPRC to perform the work to replace gates and a signal cabin on Rick Francis Street (formerly, Concepcion Street).

WHEREAS, pursuant to the Reimbursement Agreement, the City would reimburse UPRC for its work in an estimated amount of $548,322.00 ("Reimbursement Amount").

WHEREAS, the money necessary for the Reimbursement Amount is available in the City's earmarked funding for the quiet zone project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the City Manager is authorized to sign an "Authorization and Reimbursement Agreement – Public Road Crossing Improvements – Surface, Signal and Signal Interconnect" with the Union Pacific Railroad Company, authorizing the Union Pacific Railroad Company to perform the necessary work on Rick Francis Street in relation to the University Medical Center Quiet Zone and agreeing that the City shall reimburse the Union Pacific Railroad Company for its performance of the work.

Motion made by Mayor Pro Tempore Annello, seconded by Representative Rivera, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None

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Goal 7: Enhance and Sustain El Paso's Infrastructure Network

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24. Motion made by Representative Rivera, seconded by Representative Canales, and unanimously carried to **AUTHORIZE** the Purchasing Director to issue a purchase order for the award of solicitation 2023-0415 Mast Arm Poles to Consolidated Electrical Distributors, Inc. dba Wildcat Electric Supply for a one (1) year term for an estimated amount of $1,391,088.00. This contract will allow the purchase of mast arm and street light poles.

Contract Variance:
The difference based in comparison to the previous contract is as follows: An increase of $78,840.42 for the initial term, which represents a 6.01% increase due to an increase in price for steel items.

Department: Streets and Maintenance
Vendor: Consolidated Electrical Distributors, Inc. dba Wildcat Electric Supply Houston, TX
Item(s): All
Initial Term: 1 Year
Total Estimated Award: $1,391,088.00
Account No.: 532-1000-532030-32020-P3252
Funding Source: General Fund
District(s): All

This is a Low Bid, Unit Price Contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Consolidated Electrical Distributors, Inc. dba Wildcat Electric Supply the sole responsible, responsive bidder.

Mayor Leeser commented.

Ms. Nicole Cote, Managing Director for the office of Management and Budget and Purchasing and Strategic Sourcing commented.

Ms. Lisa Turner, citizen, commented.

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None

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Goal 8: Enhance and Sustain El Paso's Infrastructure Network

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25. R E S O L U T I O N

WHEREAS, in 2021, the City of El Paso formally approved contract No. 2021-1443 with Advanced Business Software, LLC pursuant to the Public Health and Safety Exemption, Texas Local Government Code 252.022 (a) (2), services contracts.; and

WHEREAS, the City Council Agenda posting for August 3, 2021 stated that the award was for an initial amount of $60,000.00 to develop and implement the software captures and maintains patient information and treatment for programs such as prevention, intervention, and mobilization services.; and

WHEREAS, a Contract Modification was administratively executed on June 22, 2022 for an increase of $15,000.00 to meet the current contract and funds being expensed; and

WHEREAS, the parties now desire that City Council ratify the expended amounts associated with the continued use of this contract and to include updated pricing for maintenance and support for an additional 24 months at $216,000 with all award terms and conditions remaining the same.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Council ratify the additional expenditures in the amount of $91,663 associated with the continued use of Health Information Management System, Contract No. 2021-1443 with Advanced Business Software, LLC and that the City Council accept pricing for

subscription and access to the Public Health Information Management System (PHIMS) for an additional 24 months in the amount of $216,000. The terms and conditions of the ratified award will remain unmodified including the ability to terminate the subscription and access to the (PHIMS) with thirty days' notice. The City shall review the Award annually prior to the new fiscal year and terminate the Award in the event adequate funding is not allocated.

Mayor Leeser and Representatives Kennedy, Annello, Rivera, and Canales commented.

The following City staff members commented:

- Ms. Nicole Cote, Managing Director for the office of Management and Budget and Purchasing and Strategic Sourcing
- Ms. Paula Salas, Purchasing Agent
- Dr. Hector Ocaranza, Health Authority
- Mr. Cary Westin, Interim City Manager

Motion made by Representative Canales, seconded by Representative Rivera, and carried to **APPROVE** the Resolution.

AYES: Representatives Annello, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: Representative Kennedy
NOT PRESENT FOR THE VOTE: Representative Hernandez

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26. R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT, the City Manager be authorized to sign Contract 2023-0194 Citywide Litter Control Contract by and between the City of El Paso and both WorkQuest f/k/a TIBH Industries, Inc., a private non-profit corporation and the certifying party, and Border TM Industries, Inc. d/b/a Xceed Resources, the performing party, to provide specified cleaning and maintenance services for certain properties managed by the City of El Paso's Environmental Services Department and the El Paso International Airport for a term of thirty six (36) months from the effective date of the Agreement and one (1) one-year option to extend, which may be exercised by the City Manager administratively. This is a service requirement contract at a currently estimated cost to the City of El Paso of $1,798,661.33 for the initial term and an estimated $2,410,145.30 if the option to extend is exercised.

Representatives Annello and Rivera commented.

The following City staff members commented:

- Ms. Paula Salas, Purchasing Agent
- Mr. Nicholas Ybarra, Environmental Services Director
- Mr. Sam Rodriguez, Chief Operations Officer
- Ms. Nicole Cote, Managing Director for the office of Management and Budget and Purchasing and Strategic Sourcing
- Mr. Cary Westin, Interim City Manager

Motion made by Mayor Pro Tempore Annello, seconded by Representative Salcido, and carried to **APPROVE** the Resolution.

AYES: Representatives Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: Representative Kennedy

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REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES

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Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development

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27. ORDINANCE 019509

The City Clerk read an Ordinance entitled: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS, AMENDING ORDINANCE NO. 018749 CONCERNING TAX INCREMENT REINVESTMENT ZONE NUMBER TEN, CITY OF EL PASO, TEXAS, ESTABLISHED PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, BY REDUCING THE BOUNDARIES OF TAX INCREMENT REINVESTMENT ZONE NUMBER TEN, CITY OF EL PASO, TEXAS.**

Ms. Karina Brasgalla, Economic and International Development Assistant Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leeser and Representatives Kennedy, Salcido, and Canales commented.

The following City staff members commented:

- Ms. Elizabeth Triggs, Economic and International Development Director
- Mr. Cary Westin, Interim City Manager
- Mr. Robert Cortinas, Chief Financial Officer

The following members of the public commented:

1. Mr. Rick Bonart
2. Ms. Lisa Turner

Motion duly made by Mayor Pro Tempore Annello, seconded by Representative Fierro, and carried that the Ordinance be **ADOPTED.**

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinance which when so done resulted as follows:

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None

Whereupon the Mayor ordered that, the vote having been cast in favor of the Ordinance, the same be and the same is hereby **ADOPTED.**

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Goal 3: Promote the Visual Image of El Paso

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28. ORDINANCE 019510

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING FOR THE PROPERTY DESCRIBED AS A PORTION OF BLOCK 3, WEINER SUNSET TRACTS UNIT 2, LOT 2 & THE ENTIRETY OF J M JETT SURVEY 155 ABSTRACT 48 TRACTS 14-B AND 8, A F MILLER SURVEY 210 ABSTRACT 3594 TRACTS 11 AND 12-B, 201 E.**

SUNSET ROAD, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-4 (RESIDENTIAL) TO C-4 (COMMERCIAL), AND IMPOSING A CONDITION. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

THE PROPOSED REZONING MEETS THE INTENT OF THE FUTURE LAND USE DESIGNATION FOR THE PROPERTY AND IS IN ACCORDANCE WITH PLAN EL PASO, THE CITY'S COMPREHENSIVE PLAN.

Motion duly made by Representative Hernandez, seconded by Representative Kennedy, and carried that the Ordinance be **ADOPTED.**

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinance which when so done resulted as follows:

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None

Whereupon the Mayor ordered that, the vote having been cast in favor of the Ordinance, the same be and the same is hereby **ADOPTED.**

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29. ORDINANCE 019511

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF LOT 1, BLOCK 1, TOWER SUBDIVISION, 1271 TOWER TRAIL LANE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM M-1 (LIGHT MANUFACTURING) TO C-3 (COMMERCIAL), AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE. THE PROPOSED REZONING MEETS THE INTENT OF THE FUTURE LAND USE DESIGNATION FOR THE PROPERTY AND IS IN ACCORDANCE WITH PLAN EL PASO, THE CITY'S COMPREHENSIVE PLAN.**

Motion duly made by Representative Rivera, seconded by Representative Annello, and carried that the Ordinance be **ADOPTED.**

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinance which when so done resulted as follows:

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None

Whereupon the Mayor ordered that, the vote having been cast in favor of the Ordinance, the same be and the same is hereby **ADOPTED.**

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30. ORDINANCE 019512

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF LOTS 1 THRU 10, BLOCK 44, HARTS SURVEY NO. 9, 901 NORTH STANTON STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM A-2 (APARTMENT) AND C-4 (COMMERCIAL) TO G-MU (GENERAL MIXED USE) AND APPROVING A MASTER ZONING PLAN. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE. THE PROPOSED REZONING MEETS THE INTENT OF THE FUTURE LAND USE DESIGNATION FOR THE PROPERTY AND IS IN ACCORDANCE WITH *PLAN EL PASO*, THE CITY'S COMPREHENSIVE PLAN.**

Motion duly made by Representative Canales, seconded by Representative Rivera, and carried that the Ordinance be **ADOPTED.**

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinance which when so done resulted as follows:

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None

Whereupon the Mayor ordered that, the vote having been cast in favor of the Ordinance, the same be and the same is hereby **ADOPTED.**

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31. ORDINANCE 019513

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF THE NORTH ½ OF TRACT 23 AND THE SOUTH 25 FEET OF TRACT 24, CROSSROADS SUBDIVISION, 5037 CROSSROADS DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-5 (RESIDENTIAL) TO A-O (APARTMENT/OFFICE). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE. THE PROPOSED REZONING MEETS THE INTENT OF THE FUTURE LAND USE DESIGNATION FOR THE PROPERTY AND IS IN ACCORDANCE WITH PLAN EL PASO, THE CITY'S COMPREHENSIVE PLAN.**

Motion duly made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Fierro, and carried that the Ordinance be **ADOPTED.**

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinance which when so done resulted as follows:

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None

Whereupon the Mayor ordered that, the vote having been cast in favor of the Ordinance, the same be and the same is hereby **ADOPTED.**

……..

32. ORDINANCE 019514

The City Clerk read an Ordinance entitled: **AN ORDINANCE VACATING A 53 SQUARE-FOOT PUBLIC UTILITY EASEMENT, LOCATED WITHIN LOT 3, BLOCK 10, RIO VALLEY SUBDIVISION REPLAT A, CITY OF EL PASO, EL PASO COUNTY, TEXAS.**

Motion duly made by Representative Fierro, seconded by Representative Rivera, and carried that the Ordinance be **ADOPTED.**

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinance which when so done resulted as follows:

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None

Whereupon the Mayor ordered that, the vote having been cast in favor of the Ordinance, the same be and the same is hereby **ADOPTED.**

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REGULAR AGENDA – OTHER BUSINESS:

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Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development

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33. Discussion and action requesting City Council support for the submission of the staff recommended grant application to the FY23 Defense Manufacturing Community Support Program (DMCSP) federal discretionary grant administered by the Department of Defense (DOD) for the Advanced Manufacturing District Innovation Factory Phase II Project.

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Fierro, and unanimously carried to **SUPPORT** the submission of the staff recommended grant application to the FY23 Defense Manufacturing Community Support Program (DMCSP) federal discretionary grant administered by the Department of Defense (DOD) for the Advanced Manufacturing District Innovation Factory Phase II Project.

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None

……..

34. Discussion and action requesting City Council support for the submission of the staff recommended grant application to the FY23 Department of Defense-Defense Critical Infrastructure Program (DCIP) grant program for the El Paso Training and Events Campus (ETEC).

Mayor Leeser and Representatives Annello and Hernandez commented.

The following City staff members commented:

- Mr. Omar Martinez, Grants and Strategic Initiatives Manager
- Mr. Sam Rodriguez, Chief Operations Officer
- Mr. Paul Albright, Military Program Administrator
- Mr. Cary Westin, Interim City Manager

Motion made by Representative Hernandez, seconded by Representative Rivera, and carried to **SUPPORT** the submission of the staff recommended grant application to the FY23 Department of 23-809 Page 13 of 15 Defense-Defense Critical Infrastructure Program (DCIP) grant program for the El Paso Training and Events Campus (ETEC).

AYES: Representatives Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: Representative Annello
NOT PRESENT FOR THE VOTE: Representative Kennedy

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Goal 2: Set the Standard for a Safe and Secure City

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35. **R E S O L U T I O N**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the following part-time Substitute Associate Municipal Judges be appointed in

accordance with the El Paso City Code Section 2.44.030 to serve four-year terms beginning on June 26, 2023 and expiring on June 25, 2027.

Appointments Judges:

Sara Elizabeth Priddy
Roberto Antonio Ramos

Representatives Kennedy and Hernandez commented.

Ms. Lilly Worrell introduced the item.

Ms. Sara Priddy and Mr. Roberto Ramos introduced themselves and provided a brief summary of their qualifications.

Motion made by Mayor Pro Tempore Annello, seconded by Representative Molinar, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None

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Goal 7: Enhance and Sustain El Paso's Infrastructure Network

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36. R E S O L U T I O N

WHEREAS, on April 26, 2022, the El Paso City Council approved a Professional Services Agreement with a consultant to assist the City in implementing its Vision Zero Action Plan.

WHEREAS, the City Council of the City of El Paso, at its regular public meeting on September 9, 2022, unanimously adopted a resolution endorsing the Vision Zero goal of eliminating traffic deaths and serious injuries on City of El Paso streets, with an emphasis on protecting the most vulnerable users of our transportation systems.

WHEREAS, the Vision Zero Task Force, comprised of external stakeholders and representatives from relevant City Departments has worked collaboratively over the past eight months to develop and refine the El Paso Vision Zero Action Plan based on extensive public engagement and data driven analysis of crash data.

WHEREAS, the El Paso Vision Zero Action Plan identifies specific strategies designed to eliminate all traffic fatalities and severe injuries, while increasing safe, healthy, equitable mobility for all.

WHEREAS, the El Paso Vision Zero Action Plan adopts the following guiding principles based on the Federal Highway Administration Safe System Approach as the guiding paradigm to address roadway safety:

- Death and serious injuries are unacceptable.
- Everyone deserves to be safe.
- Humans make mistakes.
- Humans are vulnerable.
- Responsibility is shared.
- Safety is proactive.

- Redundancy is crucial.

WHEREAS, the El Paso Vision Zero Action Plan identifies a High Injury Network comprised of the street segments and intersections within the City of El Paso street network with the highest frequency of serious injuries and fatalities and makes recommendations for prioritizing improvements along this Network.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. That the El Paso Vision Zero Action Plan as attached be adopted as the comprehensive safety action plan for the City of El Paso;

2. That the City Manager be authorized to begin implementation of the Vision Zero Action Plan in a manner generally consistent with the strategy, policy, and project recommendations contained within the Plan;

3. That adoption of the Vision Zero Action Plan shall not commit the City of El Paso to specific funding levels or implementation strategies, but shall provide guidance for the City's vision for ending traffic fatalities and serious injuries on El Paso streets.

Mr. Joaquin Rodriguez, Transportation Planning Administrator, and City consultant Mr. Brandon Gonzalez, Southwest Regional Manager for Alta, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

The following members of the Vison Zero Task Force commented:

- Mr. Nahum Apodaca
- Mr. Scott White

Mayor Leeser and Representatives Salcido and Canales commented.

Mr. Omar Martinez, Grants and Strategic Initiatives Manager, commented.

Ms. Lisa Turner, citizen, commented.

Motion made by Representative Salcido, seconded by Representative Fierro, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None

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37. R E S O L U T I O N

WHEREAS, the City of El Paso, the County of El Paso, and El Paso Electric Company ("EPEC") are seeking to advance their clean energy initiatives, ensure equity and inclusion in the region's energy transition, as well as modernize and increase the resiliency of energy infrastructure located within their region; and

WHEREAS, the City of El Paso, the County of El Paso, and EPEC recognize that improved availability of regional electric vehicle charging infrastructure assists the region with advancing those initiatives; and

WHEREAS, EPEC is a local utility company in the City of El Paso that has expertise in the areas of renewable energy operations and energy services, electricity transmission and distribution operations, EV charging infrastructure and distributed energy resources grid management, smart grid applications, and billing and metering; and

WHEREAS, the City of El Paso, the County of El Paso, and EPEC intend to collaborate and work together on (i) developing an EV Charging Infrastructure network for the El Paso region, and (ii) submit an application to the U.S. Department of Transportation ("USDOT") Federal Highway Administration ("FHWA") Charging and Fueling Infrastructure Discretionary Grant ("CFIDG") Program ("Grant") to fund the development of this infrastructure ("Purpose"); and

WHEREAS, the City of El Paso, the County of El Paso, and wish to enter into a nonbinding Memorandum of Understanding ("MOU") to accompany their Grant Program application.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. That the City Manager, or designee, is authorized to apply for and submit the Grant application to the USDOT pursuant to the Purpose.
2. That the City Manager, or designee, is authorized to execute the MOU, in substantially the same form as attached as Exhibit A**.
3. That the City Manager, or designee, is authorized to execute any related documents required to effectuate the Grant application and administer the grant agreements, if any.

**Exhibit available at the City Clerk's Office.

Motion made by Mayor Pro Tempore Annello, seconded by Representative Salcido, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None
NOT PRESENT FOR THE VOTE: Representative Kennedy

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EXECUTIVE SESSION

Motion made by Representative Mayor Pro Tempore Annello, seconded by Representative Canales, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 2:00 p.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the executive session items:

Section 551.071 CONSULTATION WITH ATTORNEY
Section 551.074 PERSONNEL MATTERS

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None

Representative Hernandez joined the Executive Session virtually at 2:10 p.m.

Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried to **ADJOURN** the Executive Session at 2:51 p.m. and **RECONVENE** the meeting of the City Council.

AYES: Representatives Kennedy, Annello, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None
NOT PRESENT FOR THE VOTE: Representative Hernandez

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EX1. City Attorney and City Manager Annual Performance Evaluations, Matter No. 21-1043-688, HQ# 23-816. (551.071) (551.074)

NO ACTION was taken on this item.

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ADJOURN

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Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Canales, and unanimously carried to **ADJOURN** this meeting at 2:51 p.m.

AYES: Representatives Kennedy, Annello, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None
NOT PRESENT FOR THE VOTE: Representative Hernandez

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APPROVED AS TO CONTENT:

_____
Laura D. Prine, City Clerk

OSCAR LEESER
MAYOR

TOMMY GONZALEZ
CITY MANAGER

CITY COUNCIL
BRIAN KENNEDY, DISTRICT 1
ALEXSANDRA ANNELLO, DISTRICT 2
CASSANDRA HERNANDEZ DISTRICT 3
JOE MOLINAR, DISTRICT 4
ISABEL SALCIDO, DISTRICT 5
ART FIERRO DISTRICT 6
HENRY RIVERA, DISTRICT 7
CHRIS CANALES, DISTRICT 8

AGENDA REVIEW MINUTES
COUNCIL CHAMBERS AND VIRTUALLY
CITY HALL, 300 N. CAMPBELL
June 5, 2023
9:00 A.M.

. . . . . .

The City Council met at the above place and date. Meeting was called to order at 9:00 a.m. Mayor Leeser present and presiding. The following Council Members answered roll call: Brian Kennedy, Alexsandra Annello, Joe Molinar, Isabel Salcido, and Chris Canales. Late arrivals: Henry Rivera at 9:02 a.m., Art Fierro at 9:05 a.m., and Cassandra Hernandez at 9:21 a.m.

The agenda items for the June 6, 2023, Regular City Council and Mass Transit Board meetings were reviewed.

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ITEMS 18 AND 19 WERE REVIEWED TOGETHER

18. REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL

Discussion and action on a Resolution that recognizes June as Post-Traumatic Stress Disorder Awareness Month.

19. REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL

Discussion and action to approve a Resolution recognizing “Women Veterans Day” for their service to the United States Armed Forces.

Mayor Leeser commented.

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24. REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS

Discussion and action on the request that the Purchasing Director be authorized to issue a purchase order for the award of solicitation 2023-0415 Mast Arm Poles to Consolidated Electrical Distributors, Inc. dba Wildcat Electric Supply for a one (1) year term for an estimated amount of $1,391,088.00. This contract will allow the purchase of mast arm and street light poles.

Contract Variance:
The difference based in comparison to the previous contract is as follows: An increase of $78,840.42 for the initial term, which represents a 6.01% increase due to an increase in price for steel items.

Department:	Streets and Maintenance
Vendor:	Consolidated Electrical Distributors, Inc. dba Wildcat Electric Supply Houston, TX
Item(s):	All
Initial Term:	1 Year
Total Estimated Award:	$1,391,088.00

Account No.: 532-1000-532030-32020-P3252
Funding Source: General Fund
District(s): All

This is a Low Bid, Unit Price Contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Consolidated Electrical Distributors, Inc. dba Wildcat Electric Supply the sole responsible, responsive bidder.

Representative Molinar questioned the following City staff member:

- Ms. Crystal Paz, Senior Procurement Analyst

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26. REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS

Discussion and action that the City Manager be authorized to sign Contract 2023-0194 Citywide Litter Control Contract by and between the City of El Paso and both WorkQuest f/k/a TIBH Industries, Inc., a private non-profit corporation and the certifying party, and Border TM Industries, Inc. d/b/a Xceed Resources, the performing party, to provide specified cleaning and maintenance services for certain properties managed by the City of El Paso's Environmental Services Department and the El Paso International Airport for a term of thirty six (36) months from the effective date of the Agreement and one (1) one-year option to extend, which may be exercised by the City Manager administratively. This is a service requirement contract at a currently estimated cost to the City of El Paso of $1,798,661.33 for the initial term and an estimated $2,410,145.30 if the option to extend is exercised.

Mayor Leeser and Representatives Kennedy and Rivera questioned the following City staff members:

- Ms. Paula Salas, Purchasing Agent
- Ms. Karla Nieman, City Attorney

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35. REGULAR AGENDA – OTHER BUSINESS

Discussion and action on the appointment of 2 candidates as Substitute Associate Municipal Judges of the Municipal Court per El Paso City Code 2.44.030 to fill terms from June 26, 2023 through June 25, 2027.

The candidates are:

1. Sara Elizabeth Priddy
2. Roberto Antonio Ramos

Mayor Leeser and Representative Kennedy questioned the following City staff members:

- Ms. Annabelle Casas, Municipal Court Assistant Director
- Ms. Lilia Worrell, Municipal Court Director
- Ms. Kristen Hamilton-Karan, Deputy City Attorney

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Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried to **ADJOURN** this meeting at 9:25 a.m.

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None

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APPROVED AS TO CONTENT:

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Laura D. Prine, City Clerk

OSCAR LEESER
MAYOR

TOMMY GONZALEZ
CITY MANAGER

CITY COUNCIL
BRIAN KENNEDY, DISTRICT 1
ALEXSANDRA ANNELLO, DISTRICT 2
CASSANDRA HERNANDEZ, DISTRICT 3
JOE MOLINAR, DISTRICT 4
ISABEL SALCIDO, DISTRICT 5
ART FIERRO, DISTRICT 6
HENRY RIVERA, DISTRICT 7
CHRIS CANALES, DISTRICT 8

CITY COUNCIL WORK SESSION MINUTES
June 5, 2023
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:05 A.M.

The City Council of the City of El Paso met at the above place and date. Meeting was called to order at 9:25 a.m. Mayor Oscar Leeser was present and presiding and the following Council Members answered roll call: Brian Kennedy, Alexsandra Annello, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Art Fierro, Henry Rivera, and Chris Canales.

AGENDA

1. Presentation, discussion and action on the 88th Regular Session of the Texas State Legislature.

Ms. Lindsey Adams, Legislative Affairs Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leeser and Representatives Kennedy, Annello, Hernandez, Molinar, Rivera, and Canales commented.

Ms. Lupe Cuellar, Legislative Attorney, commented.

Ms. Karla Nieman, City Attorney, commented.

NO ACTION was taken on this item.

2. Presentation and discussion by the El Paso Central Appraisal District's Executive Director and Chief Appraiser Dinah Kilgore on the City of El Paso's 2023 Preliminary Values.

Ms. Nicole Cote, Managing Director of Office of Management and Budget and Purchasing and Strategic Sourcing, introduced the item.

Ms. Dinah Kilgore, Chief Appraiser, and Mr. David Stone, Deputy Chief Appraiser, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leeser and Representatives Annello, Hernandez, Molinar, Salcido, Rivera, and Canales commented.

Mr. Cary Westin, Interim City Manager, commented.

NO ACTION was taken on this item.

3. For Notation Only: Formal Report of the Financial Oversight and Audit Committee meeting held on May 4, 2023.

1. Discussion and Action on the results of Project P2023-06 City Council & City Manager Office P-Card, Travel, and Fuel Card Review.

• Motion made by Representative Fierro, seconded by Representative Molinar, and approved by Representative Kennedy, Representative Annello, Representative Fierro, and Representative Molinar to accept the results of Project P2023-06 City Council & City Manager Office P-Card, Travel, and Fuel Card Review and send it forward to City Council.

• Motion made by Representative Fierro, seconded by Representative Annello and approved by Representative Kennedy, Representative Annello, Representative Fierro, and Representative Molinar to consolidate the P-Card and Travel recommendations of the FOAC Members, City Manager's Office and Office of the Comptroller to City Council as a whole after review by the City Attorney's Office.

• Motion made by Representative Fierro, seconded by Representative Annello and approved by Representative Kennedy, Representative Annello, Representative Fierro, and Representative Molinar to consolidate the Fuel Card recommendations of the FOAC Members, City Manager's Office and Office of the Comptroller to City Council as a whole after review by the City Attorney's Office.

· Motion made by Representative Kennedy, seconded by Representative Molinar, and approved by Representative Kennedy, Representative Annello, Representative Fierro, and Representative Molinar to forward a recommendation to City Council to review and consider Chapter 3.4 of the City Charter regarding City Council investigations.

Mr. Edmundo Calderon, Chief Internal Auditor, provided a briefing of May 4, 2023 meeting.

Mayor Leeser commented.

NO ACTION was taken on this item.

4. For Notation Only: Formal Report of the Financial Oversight and Audit Committee meeting held on May 17, 2023.

1. Discussion and action on the City of El Paso Internal Audit Charter.

· Motion made by Representative Fierro, seconded by Representative Molinar, and approved by Representative Kennedy, Representative Annello, Representative Fierro, and Representative Molinar to delete Discussion and Action on the City of El Paso Internal Audit Charter.

2. Discussion on results of External Quality Assurance Review (Peer Review).

3. Discussion on the City of El Paso Employee Hotline.

4. Discussion and action to schedule an audit or review of the following: 380 Agreements; On-Call Service Agreements.

· Motion made by Representative Molinar, seconded by Representative Fierro, and approved by Representative Kennedy, Representative Annello, Representative Fierro, and Representative Molinar to schedule an audit or review of 380 Agreements and On-Call Service Agreements.

5. Discussion and action on FY 2022-2023 Audit Plan 2nd Quarter Updates.

· Motion made by Representative Molinar, seconded by Representative Fierro, and approved by Representative Annello, Representative Fierro, and Representative Molinar to accept the 2nd Quarter Update.

6. Discussion on Client Surveys.

Mr. Edmundo Calderon, Chief Internal Auditor, providing a briefing of the May 17, 2023 meeting.

Mayor Leeser and Representative Fierro commented.

Mr. Cary Westin, Interim City Manager commented.

NO ACTION was taken on this item.

EXECUTIVE SESSION

Motion made by Representative Rivera, seconded by Representative Fierro, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 11:06 a.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the executive session items:

Section 551.071 CONSULTATION WITH ATTORNEY
Section 551.072 DELIBERATION REGARDING REAL PROPERTY
Section 551.074 PERSONNEL MATTERS
Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None

Motion made by Representative Rivera, seconded by Representative Salcido, and unanimously carried to **ADJOURN** the Executive Session at 3:15 p.m. and **RECONVENE** the meeting of the City Council at which time motions were made:

AYES: Representatives Kennedy, Annello, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None
NOT PRESENT FOR THE VOTE: Representative Hernandez

EX1. Luis R. Varela v. City of El Paso, Cause No. 2021DCV1549, Matter No. 21-1007-2727. (551.071)

Motion made by Mayor Pro Tempore Annello, seconded by Representative Molinar, and unanimously carried that the City Attorney's Office be **AUTHORIZED** to hire and retain outside counsel in the matter of Luis R. Varela vs. City of El Paso, Cause No. 2021DCV1549, in Matter Number 21-1007-2727, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

AYES: Representatives Kennedy, Annello, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None
NOT PRESENT FOR THE VOTE: Representative Hernandez

EX2. Claim of Marcos Carillo, Matter No. 221-1026-11670. (551.071)

Motion made by Mayor Pro Tempore Annello, seconded by Representative Molinar, and unanimously carried that the City Attorney's Office be s to **DENY** the claim of Marcos Carillo in Matter Number 21-1026-11670, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

AYES: Representatives Kennedy, Annello, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None
NOT PRESENT FOR THE VOTE: Representative Hernandez

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EX3. Maria Ramirez, et al v. Ruben Escajeda Jr. and City of El Paso, Matter No. 17-1026-8594. (551.071)

Motion made by Mayor Pro Tempore Annello, seconded by Representative Molinar and unanimously carried that the City Attorney's Office, in consultation with the City Manager, be **AUTHORIZED** to engage in settlement negotiations in the case of *Maria Magdalena Ramirez, et al v. Ruben Escajeda, Jr. and City of El Paso, Texas,* Cause No. 3:17-CV-00193-DCG, in Matter No. 17-1026-8594, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority, should a settlement be reached in the case.

AYES: Representatives Kennedy, Annello, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None
NOT PRESENT FOR THE VOTE: Representative Hernandez

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EX4. Application of El Paso Electric Company to Implement an Interim Fuel Refund, HQ#UTILITY-10. (551.071)

NO ACTION was taken on this item.

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EX5. Discussion on purchase, exchange, lease, or value of real property located in Downtown El Paso, Matter No. 16-1040-1083.046, HQ# 23-495. (551.071) (551.072)

Motion made by Mayor Pro Tempore Annello, seconded by Representative Kennedy, and unanimously carried that the City Manager, through staff, work to **UNDERTAKE** a Phase 2 Environmental Assessment for alternate sites of the Multipurpose Performing Arts and Entertainment Center in an amount not to exceed $168,135.00; and that the City Manager be **AUTHORIZED** to take all steps necessary, including the execution of any required documents, in order to effectuate this instruction.

AYES: Representatives Kennedy, Annello, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None
NOT PRESENT FOR THE VOTE: Representative Hernandez

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EX6. Discussion on potential economic development opportunities in Northeast El Paso, Matter No. 22-1007-2864, HQ# 23-478. (551.072) (551.087)

NO ACTION was taken on this item.

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EX7. City Attorney and City Manager Annual Performance Evaluations, Matter No. 21-1043-688, HQ# 23-816. (551.071) (551.074)

NO ACTION was taken on this item.

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EX8. City Manager Employment Contract, HQ# 23-879. (551.071) (551.074)

NO ACTION was taken on this item.

ADJOURN

Motion made by Mayor Pro Tempore Annello, seconded by Representative Kennedy, and unanimously carried to **ADJOURN** the meeting at 3:19 p.m.

AYES: Representatives Kennedy, Annello, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None
NOT PRESENT FOR THE VOTE: Representative Hernandez

APPROVED AS TO CONTENT:

_____
Laura D. Prine, City Clerk

OSCAR LEESER
MAYOR

TOMMY GONZALEZ
CITY MANAGER

CITY COUNCIL
BRIAN KENNEDY, DISTRICT 1
ALEXSANDRA ANNELLO, DISTRICT 2
CASSANDRA HERNANDEZ, DISTRICT 3
JOE MOLINAR, DISTRICT 4
ISABEL SALCIDO, DISTRICT 5
ART FIERRO, DISTRICT 6
HENRY RIVERA, DISTRICT 7
CHRIS CANALES, DISTRICT 8

CITY COUNCIL WORK SESSION MINUTES
FEBRUARY 27, 2023
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:05 A.M.

The City Council of the City of El Paso met at the above place and date. Meeting was called to order at 9:36 a.m. Mayor Oscar Leeser was present and presiding and the following Council Members answered roll call: Brian Kennedy, Alexsandra Annello, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Art Fierro, Henry Rivera, and Chris Canales. Early departure: Representative Fierro at 3:00 p.m.

AGENDA

1. Presentation and discussion by the COVID-19 Response and Recovery Cross-Functional Team providing information on key activities, efforts, and processes.

1. Overview (Tommy Gonzalez)

Mr. Tommy Gonzalez, City Manager, began the presentation with information related to the current pandemic status by explaining that the City was experiencing a downward trend in the number of new COVID-19 cases and related hospitalizations. He added that the local vaccination rate was at 92.5% and recommended the use of the Bivalent vaccine for high risk individuals.

2. City Attorney Overview (Karla Nieman)
- **a) State Disaster Declaration**
- **b) Emergency Ordinances**
- **c) Greg Abbott, in his official capacity as Governor of Texas v. City of El Paso & Statewide Mask Mandate Litigation**
- **d) Additional Updates**

Ms. Karla Nieman, City Attorney, continued the presentation by stating that the State would likely extend the disaster declaration thus requiring the need to renew the local emergency ordinances. In regard to the litigation related to mask mandates, Ms. Nieman said there had not been any updates however, she went on to explained that the COVID emergency declaration issued by the federal government was going to expire on May 11, 2023. Ms. Nieman ended her briefing by providing an update on the COVID-19 related cases filed in the Municipal Courts.

3. Team Lead Report:
- **a) Health Focus (Hector Ocaranza, M.D.)**
  - **i-COVID-19**
  - **ii-Influenza**

Dr Hector Ocaranza, Health Authority, reiterated that the public health emergency was set to expire on May 11, 2023 and said that new COVID-19 cases, related hospitalizations, and influenza cases had all decreased since January. Dr. Ocaranza explained that changes would be made to the manner in which cases are handled following the expiration and ended by recommending good hygiene, flu and COVID-19 vaccinations, and caution with large gatherings.

4. City Manager Wrap-up (Tommy Gonzalez)

Mr. Tommy Gonzalez, City Manager, wrapped up the presentation by stating that while the number of new cases were on the decline, the community should remain vigilant as the virus was still among us.

Mayor Oscar Leeser and Representatives Hernandez and Molinar commented.

NO ACTION was taken on this item.

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2. ITEMS 2 THROUGH 4 WERE TAKEN TOGETHER

ORDINANCE 019438

AN EMERGENCY ORDINANCE RE-ENACTING EMERGENCY ORDINANCE NO. 019035 EXTENDING A DISASTER DECLARATION DUE TO A PUBLIC HEALTH EMERGENCY

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

WHEREAS, on March 13, 2020, the Mayor signed a Local Emergency Declaration and requested the aid of the State Government pursuant to Texas Government Code Section 418.108; and

WHEREAS, pursuant to El Paso City Code Section 2.48.020(C), a local state of disaster declaration may not be continued or renewed for a period in excess of seven days except by or with the consent of City Council; and

WHEREAS, City Charter Section 3.10 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, on March 17, 2020, the City Council adopted Emergency Ordinance No. 019035, Extending a Disaster Declaration Due to a Public Health Emergency; and

WHEREAS, since March 2020, El Paso City Council has re-enacted Emergency Ordinance No. 019035 monthly, with the most recent re-enactment taking place on January 30, 2023; and

WHEREAS, despite local COVID-19 cases continuing to decline, the risk of contracting COVID-19 remains and new variants of the virus are expected to arise; and

WHEREAS, as of February 13, 2023, the number of new COVID-19 active cases reported in El Paso is 152 and the cumulative number is 310,349; and

WHEREAS, pursuant to City Charter Section 3.10, every emergency ordinance shall stand repealed automatically as of the 31st day following the date on which it was adopted, but may be re-enacted to continue a Disaster Declaration; and

WHEREAS, Emergency Ordinance No. 019428 which re-enacts Emergency Ordinance No. 019035 is set to expire on March 1, 2023;

WHEREAS, the condition necessitating a declaration of a state of disaster continues to exist.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF EL PASO, TEXAS:

1. That the state of disaster proclaimed for the City of El Paso by the Mayor on March 13, 2020, and extended by Emergency Ordinance No. 019035, is hereby re-enacted and shall continue for thirty (30) days unless re-enacted in accordance with City Charter Section 3.10 or until terminated by City Council, whichever is sooner.

1. 2. This ordinance is adopted as an emergency measure with the unanimous vote of the City Council Representatives present and the consent of the Mayor and pursuant to City Charter Section 3.10.

3. ORDINANCE 019439

AN EMERGENCY ORDINANCE RE-ENACTING EMERGENCY ORDINANCE NO. 019036 INSTITUTING EMERGENCY MEASURES, AS RE-ENACTED, RESTATED AND AMENDED BY EMERGENCY ORDINANCE NO. 019151; AND FURTHER RE-ENACTED AND AMENDED BY EMERGENCY ORDINANCE NOS. 019156, 019169, 019191 AND 019284; PENALTY AS PROVIDED IN SECTION 8.

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

WHEREAS, by proclamation issued on March 13, 2020, the Mayor declared a local state of disaster for the City of El Paso resulting from a public health emergency; and

WHEREAS, on March 17, 2020, the City Council, pursuant to City Charter Section 3.10, adopted Emergency Ordinance No. 019036 to meet a public emergency affecting life, health, property or the public peace; and

WHEREAS, since March 2020, City Council has re-enacted Emergency Ordinance No. 019036 monthly, with the most recent re-enactment, re-statement and amendment taking place on March 16, 2021, and with the most recent re-enactment taking place on January 30, 2023; and

WHEREAS, pursuant to City Charter Section 3.10, every emergency ordinance shall stand repealed automatically as of the 31st day following the date on which it was adopted, but may be re-enacted if the emergency still exists; and

WHEREAS, a disaster continues to exist and requires that certain emergency measures be taken to meet a public emergency affecting life, health, property or the public peace; and

WHEREAS, the City Council desires to re-enact Emergency Ordinance No. 019036, as re-enacted, restated and amended on March 16, 2021 through Emergency Ordinance No. 019151, as further re-enacted and amended on March 29, 2021 through Emergency Ordinance No. 019156, as further re-enacted and amended on April 26, 2021 through Emergency Ordinance No. 019169, as further re-enacted and amended on May 24, 2021 through Emergency Ordinance No. 019191, as further re-enacted and amended on January 31, 2022 through Emergency Ordinance No. 019284, which shall remain in effect for thirty days or until otherwise terminated, re-enacted, or superseded by a conflicting El Paso Local Health Authority order, or state or federal law or order.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF EL PASO, TEXAS:

1. Emergency Ordinance No. 019036, as re-enacted, restated and amended by Emergency Ordinance No. 019151, and as further re-enacted and amended by Emergency Ordinance Nos. 019156, 019169, 019191, and 019284, penalty as provided in Section 8, is hereby re-enacted.

2. Emergency Ordinance No. 019036, as re-enacted, restated and amended by Emergency Ordinance No. 019151, and further re-enacted and amended by Emergency Ordinance Nos. 019156, 019169, 019191, and 019284, penalty as provided in Section 8, shall remain in full force and effect and continue for thirty (30) days unless re-enacted in accordance with City Charter Section 3.10 or until terminated by the City Council, whichever is sooner.

3. This ordinance is adopted as an emergency measure with the unanimous vote of the City Council Representatives present and the consent of the Mayor, pursuant to City Charter Section 3.10.

4. **ORDINANCE 019440**

AN EMERGENCY ORDINANCE RE-ENACTING EMERGENCY ORDINANCE NO. 019241; ALLOWING TEMPORARY USES ON THE PUBLIC RIGHT OF WAY AND PRIVATE PROPERTY BY SUSPENDING VARIOUS CITY ORDINANCES; PENALTY AS PROVIDED IN SECTION 6.

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

WHEREAS, by proclamation issued on March 13, 2020, the Mayor declared a local state of disaster for the City of El Paso resulting from a public health emergency; and

WHEREAS, on March 17, 2020, El Paso City Council adopted Emergency Ordinance No. 019035 extending the City's Disaster Declaration due to a Public Health Emergency; and

WHEREAS, since March 2020, El Paso City Council has re-enacted Emergency Ordinance No. 019035, with the most recent re-enactment taking place on January 30, 2023; and

WHEREAS, Governor Abbott has similarly renewed the State's COVID- 19 Disaster Declaration, with the most recent extension taking place on January 30, 2023; and

WHEREAS, El Paso City Charter Section 3.10 allows City Council to adopt an emergency ordinance to meet a public emergency affecting life, health, property, or the public peace; and

WHEREAS, the El Paso City Council desires to support restaurants and similar establishments in their efforts to safely operate during the COVID-19 pandemic by further facilitating outdoor service and dining opportunities; and

WHEREAS, on October 11, 2021, City Council enacted an Emergency Ordinance Instituting Emergency Measures to Allow Temporary Uses on the Public Right of Way and Private Property by Suspending Various City Ordinances ("**Emergency Ordinance No. 019241**"); and

WHEREAS, pursuant to City Charter Section 3.10, every emergency ordinance shall stand repealed automatically as of the 31st day following the date on which it was adopted, but may be re-enacted if the emergency still exists; and

WHEREAS, City Council re-enacted Emergency Ordinance No. 019241, with the most recent re-enaction taking place on January 30, 2023 (Ord. No. 019430) ("Re-enacting Ordinance"); and

WHEREAS, a disaster continues to exist and requires that certain emergency measures be taken to meet a public emergency affecting life, health, property or the public peace; and

WHEREAS, City Council desires to re-enact its October 11, 2021, Emergency Ordinance No. 019241, which shall take effect immediately, and remain in effect until March 30, 2023 until otherwise terminated, re-enacted, or superseded by a conflicting El Paso Local Health Authority order, or state or federal law or order.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF EL PASO, TEXAS:

1. That Emergency Ordinance No. 019241, is re-enacted and shall remain in full force and continue for thirty (30) days unless re-enacted in accordance with City Charter Section 3.10 or until terminated by the City Council, whichever is sooner;

2. This ordinance is adopted as an emergency measure with the unanimous vote of the City Council Representatives present and the consent of the Mayor and pursuant to City Charter Section 3.10.

Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried to **ADOPT** the Emergency Ordinances.

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None
Mayor Leeser consented to the adoption of the Emergency Ordinances.

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5. Management Update: Winterfest 2022 Economic Impact.

Mr. Ben Fyffe, Managing Director of Cultural Affairs and Recreation, introduced the item.

Ms. Diana Cepeda, Senior Strategic Initiatives Coordinator, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leeser, Representatives Kennedy Annello, Hernandez, Molinar, Salcido, Rivera, and Canales commented.

The following City staff members commented:

- Mr. Tommy Gonzalez, City Manager
- Ms. Laura Cruz-Acosta, Strategic Communications Director

NO ACTION was taken on this item.

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6. Presentation, discussion and action on the 88th regular session of the Texas state legislature and Federal legislative program.

Ms. Lindsey Adams, Legislative Liaison, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Annello, Molinar and Canales commented.

Ms. Karla Nieman, City Attorney, commented.

Mr. Snapper Carr, Partner and General Counsel at Focused Advocacy, commented.

1ST MOTION
Motion made by Mayor Pro Tempore Annello, seconded by Representative Canales and carried to **SUPPORT** Immigration Bills HB1454/ SB106 (would repeal certain provisions governing state and local enforcement of immigration laws and other related provisions) and **OPPOSE** HB1675 (relating to a border operations training program for peace officers employed by local law enforcement to investigate/prosecute criminal activity in Texas Mexico border region).

AYES: Representatives Kennedy, Annello, Salcido, and Canales
NAYS: Representative Molinar and Rivera
NOT PRESENT FOR THE VOTE: Representatives Hernandez and Fierro

2ND AND FINAL MOTION
Motion made by Representative Canales, seconded by Representative Salcido to **SUPPORT** Bill SB637 (relating to the use of mandatory preferential voting).

AYES: Representatives Salcido and Canales
NAYS: Representatives Kennedy, Annello, Molinar and Rivera
NOT PRESENT FOR THE VOTE: Representatives Hernandez and Fierro
THE MOTION FAILED

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7. Presentation and discussion of upcoming land use proposals.

Mr. Tommy Gonzalez, City Manager, introduced the item.

The following City staff members presented a PowerPoint presentation (copy on file in the City Clerk's Office):

- Mr. Raul Garcia, Planning and Inspections Program Manager
- Mr. Kevin Smith, Planning and Inspections Assistant Director

Representatives Annello, Molinar, and Canales commented.

NO ACTION was taken on this item.

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8. Presentation and discussion on the City of El Paso Vision Zero Safety Action Plan.

Mr. Joaquin Rodriguez, Transportation Planning Administrator, presented a PowerPoint presentation (copy on file at the City Clerk's Office).

Mr. Brandon Gonzalez, Alta Planning and Design Southwest Regional Manager, continued the presentation.

Representatives Annello, Salcido, and Canales commented.

NO ACTION was taken on this item.

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9. Presentation and discussion on the Streets and Maintenance Department Resurfacing Program.

Mr. Sam Rodriguez, Chief Operations Officer, presented a PowerPoint presentation (copy on file at the City Clerk's Office).

NO ACTION was taken on this item.

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EXECUTIVE SESSION

Motion made by Representative Canales, seconded by Representative Molinar, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 12:34 p.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the executive session items:

Section 551.071 CONSULTATION WITH ATTORNEY
Section 551.072 DELIBERATION REGARDING REAL PROPERTY

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None

Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried to **ADJOURN** the Executive Session at 3:55 p.m. and **RECONVENE** the meeting of the City Council at which time motions were made:

AYES: Representatives Kennedy, Annello, Hernandez, Molinar and Rivera
NAYS: None
NOT PRESENT FOR THE VOTE: Representatives Salcido, Fierro, and Canales

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EX1. Kenny, Antoinette, Individually, and as Representative of the Estate of KenMaj Dion Graham vs. City of El Paso. Matter No. 21-1036-3445.001 (551.071)

Motion made by Mayor Pro Tempore Annello, seconded by Representative Rivera and unanimously carried that the City Attorney's Office, in consultation with the City Manager, be **AUTHORIZED** to participate in the mediation of *Antoinette Kenny, individually and as Representative of the Estate of KenMaj Dion Graham v. City of El Paso,* Cause No. 2021DCV3399, in Matter No. 21-1036-3445.001, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority, should a settlement be reached in the case.

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Rivera, and Canales
NAYS: None
NOT PRESENT FOR THE VOTE: Representative Fierro

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EX2. Max Grossman v. City of El Paso; Texas Supreme Court, Case No. 21-1105. Matter No. 17-1001-171.001 (551.071)

NO ACTION was taken on this item.

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EX3. EP Brewing Company, LLC; Docket Number 22-30839-HCM-7. Matter No. 15-1039-515.001|HQ#399 (551.071)

NO ACTION was taken on this item.

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EX4. Application of El Paso Electric Company for Approval of its Texas Electric Vehicle-Ready Pilot Programs and Tariffs, Public Utility Commission of Texas Docket No. 54614. Matter No. 23-1008-212 (551.071)

Motion made by Mayor Pro Tempore Annello, seconded by Representative Rivera, and unanimously carried that the City Attorney in consultation with the City Manager be **AUTHORIZED** to hire and retain outside counsel and any other necessary consultants, and to file an intervention in the *Statement of Intent and Application of El Paso Electric Company for Approval of Texas Electric Vehicle-Ready Pilot Programs and Tariffs*, filed on January 31, 2023, under the Texas Public Utility Commission, Docket No. 54614, in Matter Number 23-1008-212, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Rivera, and Canales
NAYS: None
NOT PRESENT FOR THE VOTE: Representative Fierro

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EX5. Proposed Facility Lease in Central El Paso and Anticipated El Paso Electric regulatory compliance filing. Matter No. 21-1003-1222 (551.071) (551.072)

NO ACTION was taken on this item.

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EX6. Purchase, exchange, lease or value of real property located in West El Paso, Texas. Matter No. 22-1004-1433|HQ#398 (551.072)

NO ACTION was taken on this item.

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EX7. Purchase, exchange, lease or value of real property located in Downtown El Paso 16-1040-1083.046 (551.071) (551.072)

NO ACTION was taken on this item.

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EX8. Purchase, exchange, lease or value of real property located in East El Paso, Texas. Matter No. HQ#394 (551.072)

NO ACTION was taken on this item.

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EX9. Joseph C. Pickett v. City of El Paso, Texas; 384th District Court; Cause # 2020DCV3514. Matter No. 21-1007-2680 (551.071)

Motion made by Mayor Pro Tempore Annello, seconded by Representative Canales and unanimously carried that the City Attorney's Office, in consultation with the City Manager, be **AUTHORIZED** to hire and retain outside counsel in the matter of *Pickett, Joseph C. v. City of El Paso, Texas* Cause No.2020DCV3514, in Matter No. 21-1007-2680, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Rivera, and Canales
NAYS: None
NOT PRESENT FOR THE VOTE: Representative Fierro

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ADJOURN

Motion made Representative Rivera, seconded by Representative Canales and unanimously carried to **ADJOURN** the meeting at 3:59 p.m.

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Rivera and Canales
NAYS: None
NOT PRESENT FOR THE VOTE: Representative Fierro

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APPROVED AS TO CONTENT:

_____
Laura D. Prine, City Clerk

OSCAR LEESER
MAYOR

TOMMY GONZALEZ
CITY MANAGER

CITY COUNCIL
BRIAN KENNEDY, DISTRICT 1
ALEXSANDRA ANNELLO, DISTRICT 2
CASSANDRA HERNANDEZ, DISTRICT 3
JOE MOLINAR, DISTRICT 4
ISABEL SALCIDO, DISTRICT 5
ART FIERRO, DISTRICT 6
HENRY RIVERA, DISTRICT 7
CHRIS CANALES, DISTRICT 8

CITY COUNCIL WORK SESSION MINUTES
January 18, 2022
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:05 A.M.

The City Council of the City of El Paso met at the above place and date. Meeting was called to order at 9:17 a.m. Mayor Oscar Leeser was present and presiding and the following Council Members answered roll call: Peter Svarzbein, Joe Molinar, Isabel Salcido, Claudia Rodriguez, Henry Rivera, and Cissy Lizarraga. Alexsandra Annello and Cassandra Hernandez joined via videoconference. Early departure: Isabel Salcido at 3:40 p.m. NOTE: The meeting was reconvened on January 19, 2022 with all members present except Isabel Salcido who requested to be excused.

AGENDA

1. Presentation and discussion by the COVID-19 Response and Recovery Cross-Functional Team providing information on key activities, efforts, and processes.

1. Overview (Tommy Gonzalez)

Mr. Tommy Gonzalez, City Manager, began the presentation by explaining that number of new COVID-19 cases were exceeding 1,000 daily and hospitalizations were on the increase, thus causing a strain on the healthcare system, similar to the rest of the nation. Mr. Gonzalez added that 60% of these cases were breakthrough cases and explained that while the Omicron strain was more contagious, it was not as deadly. He emphasized the need to protect ourselves by using safeguards. Mr. Gonzalez stated that we are still leading the nation in vaccination rates with 33% of the 16-year-olds and older population fully vaccinated and 67% of 5-year-olds and older fully vaccinated, and now 12-year-old children eligible for boosters. He said the demand for testing reduced from 17,000 to 4,000 and added there are extended hours of operation at testing sites.

2. City Attorney Overview (Karla Nieman)

a) Emergency Measures Ordinance Amendment.
b) Greg Abbott, in his official capacity as Governor of Texas, v. City of El Paso & Statewide Mask Mandate Litigation
c) Federal Vaccine Mandate

Ms. Karla Nieman, City Attorney, continued the presentation and provided information on the proposed amendment to the emergency ordinance allowing certain boards and commissions to meet virtually unless required to meet in person by state law.

In regards to the mask mandate litigation, there was no update, however, in Harris County the court ruled against the Governor. Ms. Nieman ended the presentation by mentioning that the State Court of the United States had blocked the vaccine mandate on January 13, 2022, for employers with more than 100 employees but upheld the mandate for healthcare workers at facilities accepting Medicare/Medicaid.

3. Team Lead Report:
a) Health Focus (Hector Ocaranza, M.D.)

Dr. Hector Ocaranza, Public Health Authority, continued the presentation by highlighting a sharp increase in cases due to the Omicron variant. He recommended testing, and staying home if symptomatic, and mentioned that detailed guidelines were posted on the EPSTRONG website. Dr. Ocaranza explained that some positive results were reported from at home testing and added that breakthrough infections were milder than the Delta variant. He mentioned that even though the number of hospitalizations were increasing, the booster vaccines were keeping people out of the hospital. Dr. Ocaranza mentioned that he was working closely with schools to provide recommendations for keeping kids safe given pediatric cases were also on the rise particularly among middle to high-school-age children.

4. City Manager Wrap-up (Tommy Gonzalez)

Mr. Gonzalez closed the presentation by restating that although the Omicron variant was not as severe as Delta, he encouraged following protocols such as healthy living, use of face masks, social distancing, hand washing, therapeutics and quarantining for 5 days if infected.

Mayor Leeser and Representatives Svarzbein, Annello, Molinar, Rodriguez, Rivera, and Lizarraga commented.

Fire Chief Mario D'Agostino commented.

NO ACTION was taken on this item.

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2. R E S O L U T I O N

WHEREAS, on March 13, 2020 the President of the United States declared a national emergency, Governor of the State of Texas declared a state of disaster, and the Mayor of the City of El Paso declared a local state of disaster in relation to Coronavirus Disease 19 (COVID-19); and

WHEREAS, on March 17, 2020 City Council issued an Emergency Ordinance Instituting Emergency Measures due to a Public Health Emergency ("Emergency Ordinance"); and

WHEREAS, on May 11, 2020 City Council approved appropriations for the CARES Act funds received by the City for eligible expenses from March 1, 2020 through August 31, 2021; and

WHEREAS, the City has on going COVID-19 related expenditures that have continued into FY 2022; and

WHEREAS, the COVID-19 pandemic is a public health crisis that has required immediate action from the City to relieve the emergency necessity of the municipality's residents and to protect the health and safety of the community, resulting in expenditures by the City to respond to the COVID-19 public health emergency; and

WHEREAS, on March 11, 2021, the federal government enacted the American Rescue Plan Act ("ARPA") which established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund ("CSLFRF); and

WHEREAS, the City is a recipient of ARPA grant in the amount of $154,365,135 from the fund to be received in two tranches, with the first received on May 12, 2021 in the amount of $77,172,567.50, and the second half of equal value is expected to be received on or about May 12, 2022; and

WHEREAS, on July 27th, 2021 the City Council appropriated $15,000,000 of ARPA grant funds; and

WHEREAS, the City Council desires to appropriate the ARPA grant funds in accordance with the requirements stipulated in the U.S. Department of Treasury's Final Rule ("Final Rule").

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT, as the recipient of the American Rescue Plan Act ("ARPA") grant funds in the amount of $154,365,135, the City Council approves the appropriation of $7,821,018 of the grant funds from the Coronavirus State and Local Fiscal Recovery Funds in accordance with the requirements stipulated by the American Rescue Plan Act and federal guidelines in the Final Rule to cover expenses incurred to respond to the COVID-19 public health crisis.

THAT, the above appropriation was obligated during the period starting March 3, 2021, and ending December 31, 2021.

THAT, the instant and previous appropriations are made in compliance with the Final Rule.

THAT, future appropriations of the remaining CSLFRF funds shall be appropriated in a manner aligning to the needs and requirements of the City and in compliance with the Final Rule guidance.

THAT, the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the American Rescue Plan Act ("ARPA") grant funds are properly expended to respond to the COVID-19 public health emergency.

The following City staff members presented a PowerPoint presentation on ARPA funds and COVID expenditures (copy on file in the City Clerk's Office):

- Mr. Robert Cortinas, Chief Financial Officer
- Fire Chief Mario D'Agostino
- Nicole Cote, Office of Management and Budget Director

The following City staff members commented:

1. Ms. Laura Cruz-Acosta, Strategic Communications Director
2. Mr. Tommy Gonzalez, City Manager
3. Ms. Nicole Ferrini, Community and Human Development Director

Representatives Annello and Hernandez commented.

Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rivera, and Lizarraga.
NAYS: None.
NOT PRESENT FOR THE VOTE: Representative Rodriguez

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3. Discussion and action on proposed amendments to the City Charter through a November 2022 Charter Election.

The following City staff members presented a PowerPoint presentation (copy on file in the City Clerk's Office).

- Ms. Karla Nieman, City Attorney
- Ms. Araceli Guerra, Managing Director of Internal Services
- Ms. Claudia Cancellare, Employee Relations Officer
- Ms. Laura Cruz-Acosta, Strategic Communications Director

Mayor Leeser and Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera and Lizarraga commented.

The following City staff members commented:

1. Ms. Laura D. Prine, City Clerk
2. Mr. Tommy Gonzalez, City Manager

1ST MOTION
Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Rivera and carried to **DIRECT** the Ad Hoc Charter Review Committee to review:

Article IV Section 4.1 B POWERS OF THE MAYOR to clarify the role intergovernmental relationships, and review the Mayor's power to "break tie votes", veto legislation and to allow the Mayor the ability to vote on all matters before the Council in order to align with best practices.

AYES: Representatives Svarzbein, Annello, Hernandez, Salcido, Rodriguez, Rivera and Lizarraga
NAYS: Representative Molinar

2ND MOTION
Motion made by Representative Annello, seconded by Representative Svarzbein and unanimously carried to **DIRECT** the Ad Hoc Charter Review Committee to review the following:

1. **ARTICLE III SECTION 3.1 – CREATION:COMPOSITION;POWERS AND DUTIES** – to allow each Representative the discretion and full authority to employ up to 2 full time employees in each Council office.

2. **ARTICLE II SECTION 2.1 A – CITY ELECTIONS** – to evaluate the date of Municipal Elections

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga
NAYS: None

3RD MOTION
Motion made by Representative Molinar, seconded by Representative Annello to **DIRECT** the Ad Hoc Charter Review Committee to review the following:

> **ARTICLE III SECTION 3.7 A - APPOINTMENT AND REMOVAL OF THE CITY ATTORNEY AND ARTICLE V SECTION 5.1 APPOINTMENT; QUALIFICATIONS; COMPENSATION** – to limit the terms of the City Attorney and City Manager appointments to a maximum of 8 years

AYES: Representatives Annello and Molinar
NAYS: Representatives Svarzbein, Hernandez, Salcido, Rodriguez, Rivera, and Lizarraga
THE MOTION FAILED.

4TH MOTION
Motion made by Representative Molinar, seconded by Representative Annello to **DIRECT** the Ad Hoc Charter Review Committee to review the following:

> **ARTICLE III SECTION 3.7 A - APPOINTMENT AND REMOVAL OF THE CITY ATTORNEY** and **ARTICLE V CITY MANAGER, SECTION 5.1 APPOINTMENT; QUALIFICATIONS; COMPENSATION** – to include salary caps for the compensation of the City Attorney and City Manager

AYES: Representatives Annello and Molinar
NAYS: Representatives Svarzbein, Hernandez, Salcido, Rodriguez, Rivera, and Lizarraga
THE MOTION FAILED.

5TH MOTION
Motion made by Representative Lizarraga, seconded by Representative Salcido, and unanimously carried to **DIRECT** the Ad Hoc Charter Review Committee to review the following:

> **ARTICLE II SECTION 2.4 A – NUMBER OF DISTRICTS** – to replace the language as follows: At such time when the results of a decennial United States census shows the population of the City to be "~~one million~~ ***nine hundred thousand*** or more, the Council may take appropriate action to increase the number of District Representatives from eight to ~~ten~~ ***nine***.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga
NAYS: None

6TH MOTION
Motion made by Representative Lizarraga, seconded by Representative Salcido, and unanimously carried to **DIRECT** the Ad Hoc Charter Review Committee to review the following:

> **ARTICLE III SECTION 3.1 – CREATION; COMPOSITION; POWERS AND DUTIES** – to replace the language as follows: Each Representative shall have the discretion and sole authority to appoint and remove a ~~legislative aide~~ ***Chief of Staff …***

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga
NAYS: None

7TH MOTION
Motion made by Representative Lizarraga, seconded by Representative Salcido, and unanimously carried to **DIRECT** the Ad Hoc Charter Review Committee to review the following:

> **ARTICLE VI SECTION 6.2-2 K UNCLASSIFIED SERVICES** – to replace the language as follows: A person hired solely as a District Representative's ~~legislative aide~~ ***Chief of Staff or other district employee*** for a limited period of the term of office for that District Representative.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga
NAYS: None

8TH MOTION
Motion made by Representative Rodriguez, seconded by Representative Salcido, and carried to **DIRECT** the Ad Hoc Charter Review Committee to review the following:

> **ARTICLE II SECTION 2.1B – OFFICERS ELECTED** – to remove the 10-year cap by stating that the two four-year terms are not impacted when a Council member is filling an unexpired term

AYES: Representatives Svarzbein, Annello, Hernandez, Salcido, Rodriguez, Rivera, and Lizarraga
NAYS: Representative Molinar

9TH MOTION
Motion made by Representative Molinar, seconded by Representative Rodriguez, and unanimously carried to **RECONSIDER** the agenda item 3.

10TH AND FINAL MOTION
Motion made by Representative Rodriguez, seconded by Representation Molinar, and unanimously carried to **DIRECT** the Ad Hoc Charter Review Committee to review the recommendations presented by Staff related to:

1. Regular Council Meeting Schedule – amend to allow Council to adjust for emergency or City holidays; to allow less than a majority to call special meetings

2. Emergency Ordinance Requirements – amend to align notice to State Law which requires 1 hour
3. Clean-up regarding printed copies of City Ordinances – amend to make available electronically
4. Members of Council Salaries – amend to prevent decrease in income and provide across the board increases
5. Civil Service Review
    a. Section 6.1-4 CIVIL SERVICE COMMISSION MEMBER QUALIFICATIONS - Amend clarification for professional or managerial qualifications to expand eligible appointees
    b. Section 6.1-12 – CIVIL SERVICE HEARING OFFICERS – amend to clarify solicitation process through city procurement
    c. Section 6.2 – DIVISION OF CIVIL SERVICES – amend to clarify definition and positions considered unclassified and align to best practices
    d. Section 6.7-1;6.8-1 – amend to streamline process to be competitive in the market; remove examinations requirement to align with best practices.
    e. Section 6.13-11 – PD/FD PENSION CAP – amend to eliminate the cap to align to State Statute establishing fund/allow for changes to City contribution in accordance with State Law
6. Real Estate – Section 3.8 – amend to make it more transparent, identifying which real estate transaction are by resolution, such as easement under $50,000, certain leases and review any other transaction that are allowed

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga
NAYS: None

……

The Work Session was **RECESSED** at 11:31 a.m. for lunch.

The Work Session was **RECONVENED** at 12:09 p.m.

……

4. R E S O L U T I O N

WHEREAS, the City Council is expecting to call a Special Election in November of 2022 in order to make certain amendments to the City Charter; and

WHEREAS, the City Council desires the assistance of members of the public to review and make recommendations on potential charter amendments for the special election.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. That there is hereby created a 2022 Ad Hoc Charter Advisory Committee (the "Committee") composed of nine members who are representative of the community and residents of El Paso. The Members of City Council shall each recommend one Committee member, to be appointed in the manner provided by the City Charter Section 3.7(B).

2. The Committee shall begin its work as soon as a quorum of members are appointed.

3. The Committee shall appoint a Chair and a Vice-Chair by a simple majority vote of members present at its first meeting. The Chair shall establish such procedures as are appropriate for the orderly consideration of the business of the committee and shall preside over the meetings.

4. The Committee will review proposed charter amendments approved by a majority vote of the City Council to be submitted to the Committee; and shall consider public input regarding potential amendments to the Charter.

5. The Committee shall strive to meet at least once every two weeks, but in no instance meet less than once per month.

6. The Committee shall be subject to any federal, state or local emergency guidance, proclamation, ordinance and City Policy relating to the meeting of Boards and Commissions.

7. The Committee will present its final recommendations to the City Council no later than July 5, 2022. The committee may be required to provide status reports to City Council at regular intervals leading up to its final recommendations report.

8. All meetings of the Committee shall be open to the public in the manner required by any applicable City Council Ordinance or rule, and notice of all meetings shall be posted at least seventy-two hours prior to the meeting.

9. The City Manager shall provide staffing and administrative assistance to the Committee for the purpose of scheduling and giving notice of the meetings, the preparation of minutes of each meeting, and the provision of other reasonable support services.

10. The members of the Committee shall not be subject to the financial disclosure requirements of Section 2.92.050 of the City Code, but shall otherwise be subject to all other applicable provisions of City Code Chapter 2.92 (Ethics Ordinance), including completing the training required by section 2.92.090 and any other required training.

11. The Ad Hoc Charter Advisory Committee shall automatically dissolve upon the completion of its business.

Ms. Karla Nieman, City Attorney, commented.

Motion made by Representative Rivera, seconded by Representative Rodriguez, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Svarzbein, Annello Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga
NAYS: None

……

5. For discussion and action, the Capital Improvement Department will provide a plan to further secure the Union Plaza area from winter weather.

Mr. Sam Rodriguez, City Engineer, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Svarzbein, Annello, Hernandez, M and Rodriguez commented.

The following City staff members commented and answered questions posed by Council members:

- Mr. Robert Cortinas, Chief Financial Officer
- Ms. Karla Nieman, City Attorney
- Mr. Tommy Gonzalez, City Manager

1ST MOTION
Motion made by Representative Rivera, seconded by Representative Salcido, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at **2:19 p.m.** on **January 18, 2022** pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the item:

Section 551.071 CONSULTATION WITH ATTORNEY

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga
NAYS: None

2ND MOTION
Motion made by Representative Rivera, seconded by Representative Rodriguez, and unanimously carried to **ADJOURN** the Executive Session at **4:09 p.m**. on **January 18, 2022** and **RECONVENE** the meeting of the City Council during which time a motion was made.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Rivera, and Lizarraga
NAYS: None
NOT PRESENT FOR THE VOTE: Representatives Salcido and Rodriguez

3RD AND FINAL MOTION
Motion made by Representative Hernandez, seconded by Representative Svarzbein carried to **DIRECT** the City Manager to proceed safeguarding identified buildings identified in the Union Plaza footprint without touching or going into the buildings and come back to Council at the next City Council work session in two weeks with a cost estimate and alternatives.

AYES: Representatives Svarzbein, Hernandez, Rivera, and Lizarraga
NAYS: Representatives Annello, Molinar, and Rodriguez
NOT PRESENT FOR THE VOTE: Representative Salcido

……

EXECUTIVE SESSION

Motion made by Representative Rivera, seconded by Representative Salcido, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 2:19 p.m. on January 18, 2022 pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the executive session items:

Section 551.071 CONSULTATION WITH ATTORNEY

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga
NAYS: None

Motion made by Representative Rivera, seconded by Representative Rodriguez, and unanimously carried to **ADJOURN** the Executive Session at 4:09 p.m. on January 18, 2022 and **RECONVENE** the meeting of the City Council during which time a motion was made.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Rivera, and Lizarraga
NAYS: None
NOT PRESENT FOR THE VOTE: Representatives Salcido and Rodriguez

……

The Work session was **RECESSED** at 5:15 p.m. on **January 18, 2022** and **RECONVENED** at 1:57 p.m. on **January 19, 2022**, Representative Salcido requested to be excused.

……

Motion made by Representative Rivera, seconded by Representative Rodriguez, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at **1:58 p.m.** on **January 19, 2022** pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss **EX2** under:

Section 551.071 CONSULTATION WITH ATTORNEY

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Rodriguez, Rivera, and Lizarraga
NAYS: None
ABSENT: Representative Salcido

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Rivera, and unanimously carried to **ADJOURN** the Executive Session at **2:40 p.m**. on **January 19, 2022** and **RECONVENE** the meeting of the City Council.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Rodriguez, Rivera, and Lizarraga
NAYS: None
ABSENT: Representative Salcido

……

EX1. Max Grossman v. City of El Paso; Texas Supreme Court, Case No. 21-1105. Matter No. 17-1001-171.001.001 (551.071)

NO ACTION was taken on this item.

……

EX2. Application of El Paso Electric Company to Change Rates, Public Utility Commission of Texas Docket No. 52195. Matter No. 21-1008-174 (551.071)

NO ACTION was taken on this item.

……

EX3. Application of El Paso Electric Company to Change Rates to Open Access Transmission Tariff, Federal Energy Regulatory Commission (FERC); Docket No. ER22-282-000. Matter No. 21-1008-183 (551.071)

NO ACTION was taken on this item.

……

EX4. Supplemental Compliance Filing Re: Order 864 of El Paso Electric Company, Federal Energy Regulatory Commission (FERC); Docket No. ER22-392-000. Matter No. 21-1008-183.001 (551.071**)**

NO ACTION was taken on this item.

……

EX5. City of Dallas v. Oxley Leasing North Loop, LLC, Case No. 05-21-00241-CV. Matter No. 221003-1253 (551.071)

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Molinar and carried that the City Attorney be **AUTHORIZED** to sign as amicus curiae, the appellate brief prepared and filed by the Texas Commercial Airports Association ("TCAA") in support of the City of Dallas, in its petition for review to the Texas Supreme Court from the Dallas Court of Appeals in the case styled City of Dallas v. Oxley Leasing North Loop, LLC, Case No. 05-21-00241-CY, in an issue of prime importance to the El Paso International Airport and to provide supportive public data in said appeal.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Rivera and Lizarraga.
NAYS: Representative Rodriguez
NOT PRESENT FOR THE VOTE: Representative Salcido

……

ADJOURN

Motion made by Representative Rivera, seconded by Representative Svarzbein, and unanimously carried to **ADJOURN** the meeting at **2:41p.m.** on **January 19, 2023**.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Rodriguez, Rivera, and Lizarraga
NAYS: None
ABSENT: Representative Salcido

……

APPROVED AS TO CONTENT:

_____
Laura D. Prine, City Clerk

File #: 23-122, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS

File #: 23-844, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

District 3
Airport, Sam Rodriguez, (915) 212-7301

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

That the City Manager be authorized to sign an Air Cargo Center Lease Agreement between the City of El Paso ("Lessor") and Science Applications International Corporation, a Delaware corporation ("Lessee"), for office and warehouse space, loading dock, vehicle parking space, ground service equipment parking apron, the vehicle parking area and the roadway and a fenced-in area at 301 George Perry Blvd., Suites C & D, El Paso, Texas.

The initial term is one year with one option to extend of one year. The lease is effective upon approval and terminates on June 19, 2024. The annual rental will be $238,411.42.

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: June 20, 2023

PUBLIC HEARING DATE: N/A

CONTACT PERSON: Samuel Rodriguez, P.E., Aviation Director, (915) 212-7301

DISTRICT(S) AFFECTED: 3

STRATEGIC GOAL 1: Create an Environment Conducive to Strong, Sustainable Economic Development

SUBGOAL: N/A

SUBJECT:
That the City Manager be authorized to sign an Air Cargo Center Lease Agreement between the City of El Paso ("Lessor") and Science Applications International Corporation, a Delaware corporation ("Lessee"), for office and warehouse space, loading dock, vehicle parking space, ground service equipment parking apron, the vehicle parking area and the roadway and a fenced-in area at 301 George Perry Blvd., Suites C & D, El Paso, Texas.

The Initial term is one year with one option to extend of one year. The lease is effective upon approval and terminates on June 19, 2024. The annual rental will be $238,411.42.

BACKGROUND / DISCUSSION:
The Department of Aviation is requesting approval of this lease agreement to allow Science Applications International Corporation (SAIC) to continue to operate in Suites C and D of the North Cargo Center. SAIC continues its work as a defense contractor.

The space leased is as follows: 28,122 SF of office and warehouse at $6.91 per square foot per year, 60,600 square feet of vehicle parking, loading dock, ground service equipment parking, and a fenced-in area adjacent the parking lot at $0.7260 per square foot per year. Annual initial rental fee is $238411.42

PRIOR COUNCIL ACTION:

- November 12, 2019 - Approval of a First Amendment to Air Cargo Center Agreement adding Suite D premises including landlord improvements to connect the two suites to be occupied
- February 15, 2016 - Approval of Air Cargo Center Agreement

AMOUNT AND SOURCE OF FUNDING:
N/A: This is a revenue-generating item.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Aviation
SECONDARY DEPARTMENT: N/A

**********REQUIRED AUTHORIZATION**********

DEPARTMENT HEAD: R. Mark Burdette for
Samuel Rodriguez, P.E., Director of Aviation

Revised 04/09/2021

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign an Air Cargo Center Agreement between the City of El Paso ("Lessor") and Science Applications International Corporation, a Delaware corporation ("Lessee"), for office and warehouse space, loading dock, vehicle parking space, ground service equipment parking apron, the vehicle parking area and the roadway and a fenced in area at 301 George Perry Blvd., Suites C & D, El Paso, Texas.

APPROVED this ____ day of _____, 2023.

CITY OF EL PASO

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Josette Flores
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Samuel Rodriguez, P.E.
Director of Aviation

AIR CARGO CENTER AGREEMENT
301 George Perry Blvd., Suite C&D

El Paso International Airport
El Paso, Texas

Science Applications International Corporation

TENANT

_____, 2023
Effective Date

AIR CARGO CENTER AGREEMENT
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ATTACHMENTS:

EXHIBIT "A" - Office, Warehouse, Loading Dock and Vehicle Parking, GSE Parking

EXHIBIT "B" - Vehicle Parking Area and Fenced-in Area in Parking Lot

EXHIBIT "C" - Federal Aviation Administration Required Provisions

EL PASO INTERNATIONAL AIRPORT

AIR CARGO CENTER AGREEMENT

THIS AGREEMENT, ("Agreement" or "Lease"), entered into effective as of the ___ day of _____, 2023, between the **CITY OF EL PASO, TEXAS** ("Landlord") and **Science Applications International Corporation,** a corporation organized and existing under the laws of the State of Delaware ("Tenant").

WITNESSETH:

WHEREAS, the Municipal Airports Act of the State of Texas (Chapter 22 of the Texas Transportation Code) authorizes municipal airports, as governmental entities, to establish the terms and fix the charges, rentals, or fees for the privileges or services. The charges, rentals, and fees must be reasonable and uniform for the same class of privilege or service and shall be established with due regard to the property and improvements used and the expenses of operation to the local government;

WHEREAS, Landlord owns and operates the El Paso International Airport as depicted in the Airport Layout Plan updated December 2005 ("Airport") located in the County of El Paso, Texas;

WHEREAS, Landlord has constructed an Air Cargo Center and facilities located on the Airport and has space and facilities available for lease, and Tenant desires to lease space in the Air Cargo Center;

WHEREAS, Tenant has indicated a willingness and ability to properly operate, keep and maintain the portion of the Air Cargo Center that it leases in accordance with the standards established by Landlord; and

WHEREAS, in furtherance of its authority, Landlord further desires to lease to Tenant certain facilities located at said Airport in accordance with the terms, covenants, and conditions set forth in this Agreement;

NOW THEREFORE, for and in consideration of the mutual covenants, agreements, and conditions contained herein, the parties agree as follows:

ARTICLE I
PREMISES AND PRIVILEGES

Section 1.01 Description of Premises Demised

Subject to and on the terms, conditions, covenants, agreements and undertakings hereinafter set forth, Landlord does hereby demise and lease to Tenant and Tenant does hereby lease from Landlord the following described Premises located in El Paso County, Texas, as follows:

A. That certain office and warehouse space containing approximately 28,122 square feet, more or less, in total, as shown on Exhibit "A" attached hereto and incorporated herein by reference, and also known as Air Cargo Center, 301 George Perry Blvd., Suite C, for Tenant's exclusive use:

Suite C	4,995 square feet of office space 17,027 square feet of warehouse 22,022 square feet total
Suite D	6,100 square feet of warehouse

(All square footage figures are approximate)

B. The exclusive use of the loading dock and 11,600 square feet, more or less, of vehicle parking space directly in front of the Air Cargo Center as shown on Exhibit "B";

C. The exclusive use of 11,600 square feet, more or less, of the Ground Service Equipment (GSE) parking apron directly behind said Air Cargo Center as shown on Exhibit "B"; and

D. The use of a 12,400 square foot portion of the vehicle parking area, and the roadway, and a 25,000 square foot fenced in area, which are located in front of and adjacent to the Air Cargo Center, such portion to be commensurate with Tenant's share of warehouse and office space as to that leased to the tenants that share common use of this vehicle parking area, as shown on Exhibit "B" attached hereto and incorporated herein by reference;

all of which will hereinafter be referred to as the "Premises" or "Leased Premises".

Section 1.02 Right of Ingress and Egress

Landlord hereby grants to Tenant the rights of ingress to and egress from the Premises over and across the public roadways serving the Airport for Tenant, its agents and servants, patrons and invitees, suppliers of service and furnishers of material. Said right shall be subject to such ordinances, rules and regulations as now or may hereafter have application at the Airport. In addition, if requested by Tenant, Landlord shall grant Tenant access to and use of restrooms located in the closest adjacent unoccupied suites of the Air Cargo Center. Landlord shall act diligently and cooperate with Tenant to facilitate such access and use.

Section 1.03 Right to Construct

In addition to the general privileges, uses, rights, and interests attaching to the Premises herein described and without limiting the generality thereof, Tenant shall have the right to provide for the location, construction, erection, maintenance, and removal of improvements, in any lawful manner, upon or in the Premises, for the purpose of carrying out any of the activities provided for

herein, subject, however, to the conditions herein generally or particularly set forth, including but not limited to Section 3.03.

Section 1.04 Restrictions of Privileges, Uses and Rights

Tenant covenants and agrees that it shall use the Premises for the following purposes only: office use, warehouse use, computer laboratories, integrate advanced technology into combat vehicle platforms; upgrade existing combat vehicles via electronic means; conduct a warehouse of parts needed to support the integration and upgrading activities; operate a training facility to train military personnel in the use and maintenance of the new and upgraded technology; perform software and hardware engineering; and maintain management, administrative, and personnel operations appropriate for the above functions, and any ancillary uses. Overhauling, repairs, and heavy maintenance of vehicles and equipment is prohibited but maintenance of light support equipment such as forklifts and air compressors used on the Premises and related to the warehousing and transporting of parts shall be permitted. (Any activities not listed or described herein are prohibited. This restriction of privileges, uses and rights may be modified only upon written approval by the Director of Aviation).

Tenant shall not offer, or permit to be offered, retail services or sales. In connection with the exercise of its rights under this Agreement, Tenant:

A. Shall not do, or permit to be done, anything at or about the Airport or the Premises that may interfere with the effectiveness or accessibility of the water system, drainage and sewage system, fire protection system, security system, fire hydrants and hoses, electrical system, natural gas, or other Airport systems installed or located on or within the Premises or the Airport.

B. Shall not do, or permit to be done, any act or thing upon the Airport or the Premises that will invalidate or conflict with any fire or other casualty insurance policies covering the Airport or any part thereof.

C. Shall not dispose of, or permit any employee, agent, contractor, or other person to dispose of, any waste material taken from, or products used with respect to, its aircraft or operations into the sanitary or storm sewers at the Airport or any other location on the Airport (whether liquid or solid), including but not limited to Hazardous Materials, unless such waste material or products first be properly treated by equipment installed with the prior written approval of Landlord and all other administrative bodies having appropriate jurisdiction or may remain untreated if wastewater guidelines limitations of the El Paso Water Utilities/Public Service Board are not exceeded.

D. Shall not keep or store hazardous articles and materials including, without limitation, flammable liquids and solids, corrosive liquids, compressed gasses, and magnetized or radioactive materials on the Airport except when all of the following conditions are met: (1) in accordance with standards established by the National Board of Fire Underwriters, any such liquids having a flash point of less than one

hundred degrees (100^0) Fahrenheit shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories; (2) said material shall be under the control and care of designated Tenant personnel; (3) said material shall be packaged and handled in compliance with applicable U. S. Department of Transportation, Environmental Protection Agency, or other such applicable regulations for transport and pre-transport of hazardous articles and materials; and (4) storage of hazardous materials shall comply with applicable federal, state, and local laws and regulations including, without limitation, building and fire code provisions. "Director" shall mean the Director of Aviation of the El Paso International Airport or other authorized representative of Landlord.

E. Shall not install fuel storage tanks or pumping facilities for use in fueling any vehicle at the Airport without prior written approval of Landlord, said approval to be at Landlord's sole discretion.

F. Shall not maintain or operate on the Premises or elsewhere at the Airport a cafeteria, restaurant, bar or cocktail lounge for the purpose of selling or dispensing food or beverages to the public or to its employees; nor shall Tenant in any manner otherwise provide for the sale or dispensing of food and beverages at the Airport except that Tenant may provide vending machines solely for the sale of hot and cold beverages, food, and confections to Tenant's employees in areas not accessible to the general public.

Section 1.05 Conditions of Granting Agreement

The granting of this Agreement and its acceptance by Tenant are conditioned upon the following covenants:

A. No functional alteration of the Premises shown on Exhibit "A" or functional change in the uses of the Premises shall be made without the specific written consent of Landlord; said consent to be at Landlord's sole reasonable discretion, which shall not be unreasonably withheld, conditioned, or delayed.

B. The right to use public Airport facilities in common with others authorized to do so shall be exercised only subject to and in accordance with the laws of the United States of America and the State of Texas; the rules and regulations promulgated under their authority with reference to aviation and air navigation; and all applicable rules, regulations and ordinances of Landlord now in force or hereafter prescribed or promulgated by charter authority or by law.

C. Tenant will utilize only the roadways, taxiways, or other direction, path, route, or form of travel Landlord may designate, from time to time, for Tenant's operation and movement on or about the Airport.

ARTICLE II
OBLIGATIONS OF LANDLORD

Section 2.01 Quiet Enjoyment

Landlord agrees that upon Tenant's paying rent and performing all of the covenants, conditions, and agreements herein set forth, Tenant shall and may peaceably and quietly have, hold, and enjoy the Premises hereby demised for the term of this Agreement.

Section 2.02 Landlord's Right of Entry

Due to the sensitive nature of Tenant's activities, Landlord reserves the right to enter into and upon the Premises for the purpose of inspecting the condition thereof, or to perform maintenance or repairs as may be necessary in accordance with the provisions of the Agreement, or, during the final six (6) months of the term of the Lease, for the purpose of exhibiting the same to prospective tenants, purchasers or others; provided however that, due to the sensitive nature of Tenant's activities, Landlord will give Tenant no less than twenty-four (24) hours prior notice of the proposed entry. The exercise of this right to enter the Premises shall not be deemed an eviction or disturbance of Tenant's use or possession, provided that Landlord shall exercise its best efforts not to interfere with Tenant's normal operations on the Premises. Landlord understands that Tenant may conduct operations which are classified in nature and shall make good faith efforts to exercise its rights under this section in such manner as to not jeopardize Landlord's operations or classified status.

Except in the case of life-threatening emergency, Landlord shall give Tenant reasonable prior notice of entry to the Premises, but not less than twenty-four (24) hours prior notice, and enter the Premises only during normal business hours accompanied by a representative of Tenant. Notwithstanding any other provision of this Lease, Landlord acknowledges that pursuant to Tenant's security regulations and those of Tenant's customers, access to the Premises or portions thereof may be restricted and may require, among other things, (i) advanced notice, (ii) continuous escort by authorized personnel of Tenant and/or its customers, (iii) badging, and (iv) declaration of citizenship and/or residency status for individuals entering the Premises. Without express agreement from Tenant and observance of Tenant's security regulations regarding access to the Premises by a Foreign Person (hereinafter defined), Landlord agrees to use commercially reasonable efforts to ensure that no personnel of Landlord or Landlord's contractors and vendors entering the Premises shall be a Foreign Person. A "Foreign Person" shall mean anyone who is not: (a) a lawful permanent resident as defined by 8 U.S.C. § 1101(a)(20); or (b) a "Protected Individual" as defined by 8 U.S.C. § 1324b(a)(3). "Foreign Person" also includes any foreign corporation, business association, partnership, trust, society or any other entity or group that is not incorporated or organized to do business in the United States, as well as international organizations, foreign governments and any agency or subdivision of foreign governments (e.g., diplomatic missions).

Section 2.03 Condition and Maintenance of Premises.

Landlord shall bear responsibility for the repair, maintenance and replacement of the mechanical systems of the Premises and Air Cargo Center, including but not limited to, the plumbing system including replacement of major lines, the life-safety systems and the HVAC systems. Landlord shall, at its sole cost and expense, repair, replace and supplement the HVAC system as necessary and balance air flow to ensure that the Premises are heated and cooled adequately to meet Tenant's

reasonable needs throughout the Term and any extensions or renewals thereof for its permitted use of the Premises. As of the Commencement Date, the Premises shall be delivered to Tenant with the HVAC systems balanced as necessary for the season. Landlord shall bear responsibility for the repair, maintenance and replacement of the Structural Elements of the Air Cargo Center, except for any damage caused by the act or omission of the Tenant, or any agent, employee, invitee, contractor, servant, or subtenant of Tenant, for which damage Tenant shall be responsible. "Structural Elements" shall mean the roof, foundation, load bearing columns and walls, exterior walls, exterior paint, common vehicle parking areas, and the aircraft parking apron. Maintenance and repair of the electrical system within the Premises, doors and doorways are specifically excluded from Landlord's responsibility and shall be Tenant's responsibility.

ARTICLE III
OBLIGATIONS OF TENANT

Section 3.01 Net Agreement

This Agreement in every sense shall be without cost to Landlord except as otherwise provided in the Lease including, without limitation, Landlord's maintenance, repair and replacement obligations set forth in Section 2.03 above. It shall be the sole responsibility of Tenant to keep, maintain and clean on a regular basis, repair and operate the entirety of the Premises and all improvements and facilities placed thereon at Tenant's sole cost and expense. Notwithstanding the foregoing, Tenant's obligation for the maintenance of the Premises shall not apply to the Structural Elements or mechanical systems as described in Section 2.03 above.

Section 3.02 Condition and Maintenance of Premises

Except as otherwise provided in this Lease, TENANT ACCEPTS THE PREMISES IN "AS IS" CONDITION. Except as otherwise provided for in this Lease, including without limitation Sections 2.03 or 3.01 hereinabove, Landlord has no responsibility as to the condition of the Premises and shall not be responsible for maintenance, upkeep, or repair necessary to keep the Premises in a safe and serviceable condition. Tenant shall be solely responsible for repairs and maintenance of the Premises except the Structural Elements and mechanical systems described in Section 2.03 above, and shall not cause any damage or impairment to any part of the Structural Elements.

Notwithstanding any other provision of this Lease to the contrary, Landlord represents and warrants the Premises and Air Cargo Center comply with all the requirements of all applicable governmental authorities in effect as of the Effective Date. During the Initial Term and any extensions or renewals thereof, Landlord shall take appropriate and timely action to maintain the Air Cargo Center in compliance with all applicable governmental regulations, including without limitation, the Americans with Disabilities Act, hereafter imposed by order of any governmental agency or any other authority, at its sole cost and expense and without reimbursement from Tenant; provided, however, that if any requirement is imposed solely as a result of the specific and unique use of the Premises by Tenant, then Tenant shall bear the cost of compliance.

Notwithstanding any other provision of the Lease to the contrary, Landlord represents and warrants that all the Air Cargo Center systems and equipment, including but not limited to the electrical, plumbing, mechanical, lighting, heating, ventilating and air conditioning ("HVAC") systems,

loading doors, sprinklers, telecommunications systems, uninterrupted power supply, generator(s), boilers, furnaces, and any fire suppression system shall be in good operating condition on the Effective Date. If any existing Air Cargo Center systems or equipment shall fail during this Lease, then Landlord shall rectify such failure at Landlord's sole cost and expense, except for any systems installed by Tenant.

Section 3.03 Internal Improvements.

A. General. Tenant may make improvements, additions and alterations (collectively, "Leasehold Improvements") to the Premises with the prior written approval of the Director, which approval shall not be unreasonably withheld, conditioned, or delayed. Tenant guarantees that all construction work performed by contractors hired by Tenant shall be done in accordance with applicable building codes, laws and regulations and in a good, workmanlike manner, and all materials used by Tenant's contractors shall be of an appropriate grade and quality for the use for which they are employed. All plans for improvements, alterations or renovations to the Premises, either for the construction of additional facilities or alterations to existing facilities, shall be prepared, submitted and approved as outlined in this Article, and shall be subject to the same restrictions as provided herein. Tenant, at its sole expense, must obtain appropriate approval from the Airport, all local, state, and federal agencies, as required, for the completion of any and all improvements. Tenant acknowledges that approval of any and all improvements plans or documents by the Director does not constitute approval by any other local, state, or federal agency. All improvements, furniture, fixtures, and equipment used in the Premises shall be of high quality, safe, and fire-resistant.

B. It is agreed that the Director reserves the right to reject any plans and specifications; provided however, such plans and specifications shall not be unreasonably rejected and any rejection shall specify, in reasonable detail, the basis for the rejection so that appropriate revisions may be made.

C. Upon completion of any construction project, Tenant shall provide the Director with one (1) complete set of As-Built drawings in reproducible form as reasonably specified by the Director. Tenant agrees that, upon the request of the Director, Tenant will inspect the Premises jointly with the Director to verify the As-Built drawings.

D. Construction Without Approval. If any portion of the Air Cargo Center or Leasehold Improvements are altered, erected, placed or maintained upon any portion of the Premises other than in accordance with plans and specifications approved by the Director, such alterations, erection and maintenance shall be deemed to have been undertaken without approval required herein. This restriction shall be applicable to aesthetic matters as well as architectural plans.

E. In the event of such alteration, erection, placement, or maintenance without approval, Tenant will be considered in default of this Agreement and Landlord may terminate this Agreement in accordance with the provisions set forth in Article X.

F. Notwithstanding the foregoing to the contrary, Landlord's prior consent shall not be required with respect to any cosmetic changes. "Cosmetic changes" shall mean any

Leasehold Improvements which (i) the aggregate cost during any consecutive twelve (12) month period does not exceed One Hundred Thousand and 00/100 Dollars ($100,000.00) and (ii) does not require a permit of any kind.

G. Title to Improvements. All Leasehold Improvements made to the Premises by Tenant, shall be and remain the property of Tenant until the termination of this Agreement whether by expiration of the term, cancellation, forfeiture or otherwise. Upon the termination of this Agreement, whether by expiration, cancellation, or otherwise, title to such Leasehold Improvements shall vest in accordance with Paragraph H of this Section 3.03.

H. Permanent Improvements. All permanent Leasehold Improvements, if any, made by Tenant to the Air Cargo Center, of which the Premises are a part, shall become the property of Landlord upon the expiration, cancellation or early termination of this Agreement; provided, however, that at Landlord's sole discretion, Tenant shall remove all permanent improvements and restore the Premises to the condition existing as of the effective date of this Lease provided that Landlord informs Tenant, in writing, at the time of granting approval that Landlord wants those improvements removed. All improvements other than permanent improvements and all fixtures of a non-permanent nature and all trade fixtures, machinery and equipment made or installed by Tenant may be removed from the Premises at any time by Tenant, subject to Landlord's lawful exercise of its landlord's lien, and to the extent that it does not cause structural or cosmetic damage to the Premises or any other portion of Landlord's Air Cargo Center and facilities. Notwithstanding any other provision of the Lease, Tenant shall not be required to remove any cabling at the expiration of the Lease or any extensions or renewals thereof. Tenant may, at its option and at its sole cost and expense, at any time during the Initial Term and any extensions or renewals thereof, or upon the expiration or earlier termination of the Lease, remove any movable partitions, personal property and equipment, trade fixtures, safes, computer equipment, alarm system, fire suppressant systems, supplemental air-conditioning equipment installed and paid for by Tenant, cipher, simplex or other locks, white boards and any security or computer installations now or hereafter installed and paid for by Tenant; provided, however, Tenant shall, fully, and in a good and workmanlike manner by properly qualified and licensed persons, repair at its cost any damage caused to the Premises in removing such item(s). Tenant shall clearly and permanently label and mark all computer, communications, and electrical cables installed by Tenant towards the goal that Landlord and any subsequent occupant may understand clearly the functions and purposes of said cables.

Section 3.04 Payment and Performance Bonds

Tenant, at its own cost and expense, shall cause to be made, executed, and delivered to Landlord two (2) separate bonds, as follows:

A. Prior to the date of commencement of any construction, the identified contract amount which exceeds Fifty Thousand and no/100 Dollars ($50,000.00), a contract surety bond in a sum equal to the full amount of the construction contract awarded.

B. Said bond shall guarantee the faithful performance of necessary construction and completion of improvements in accordance with approved final plans and detailed specifications; and shall guarantee Landlord against any losses and liability, damages, expenses, claims and judgments caused by or resulting from any failure of Tenant to completely perform the work.

C. Prior to the date of commencement of construction, the identified contract amount which exceeds Fifty Thousand and no/100 Dollars ($50,000), a payment bond with Tenant's contractor or contractors as principal, in a sum equal to the full amount of the construction contract awarded.

D. Said bond shall guarantee payment of all wages for labor and services engaged and of all bills for materials, supplies, and equipment used in the performance of said construction contract.

E. In accordance with Article 7.19-1 of the Texas Insurance Code, if a Performance or Payment bond is in amount of excess of ten percent (10%) of the surety's capital and surplus, Landlord will require, as a condition to accepting the bond(s), a written certification from the surety that the surety has reinsured the portion of the risk that exceeds ten percent (10%) of the surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trusted to do business in the State of Texas. If any portion of the surety's obligation is reinsured, the amount reinsured may not exceed ten percent (10%) of the reinsurer's capital and surplus.

F. In lieu of the payment and performance bonds described in paragraphs A, B, and C, above, Tenant may, at Tenant's option, provide Landlord with an irrevocable Letter of Credit in an amount equal to the full amount of the construction contract awarded. Such Letter of Credit shall be issued by a national banking association with offices in El Paso, El Paso County, Texas, shall provide for partial draws, and shall have an expiration date of at least ninety (90) days after the completion date provided in the construction contract. Such Letter of Credit shall be payable upon presentment accompanied by an affidavit by an authorized representative of Landlord indicating that the proceeds to be paid will be used by Landlord to either (i) pay sums due and owing pursuant to the construction contract awarded or (ii) complete construction of the improvements contemplated by the construction contract.

Section 3.05 Compliance with Laws

Tenant, at Tenant's expense, agrees that in the event it constructs, operates and/or maintains improvements on the Premises, such activities shall be done in accordance with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Landlord or Tenant, with respect to the use, occupation or

alteration of the Premises and any improvements thereon. By way of example and not in limitation of the foregoing, the execution of this Lease and approval of Tenant's plans by the Airport shall not preclude the requirement that Tenant obtain all other approvals necessary for development of Tenant's project such as, but not limited to, building permits and certificates of occupancy.

Tenant, at Tenant's expense, specifically agrees to make or cause to be made all such alterations to the Premises, and any improvements thereon, including, without limiting the generality of the requirements of this sentence, removing such barriers and providing such alternative services, as shall be required by the Americans with Disabilities Act of 1990 and any other laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, which relate to use or occupation of the Premises and any improvements thereon by disabled persons ("Disabilities Laws").

Tenant shall, at Tenant's expense, comply with all present and hereinafter enacted Environmental Laws, and any amendments thereto, affecting Tenant's use, operation, occupation or alteration of the Premises including any improvements thereon.

A. Definitions.

1. "Environmental Laws" means any one or all of the following as the same are amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6941 et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300h et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq.; the Clean Air Act, 42 U.S.C. Section 7401 et seq.; and the regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereinafter enacted that deal with the regulation or protection of the environment, including the ambient air, ground water, surface water, and land use, including sub-strata land.

2. "Hazardous Material" shall mean all substances, materials and wastes that are, or that become, regulated under or classified as hazardous or toxic under any Environmental Law and all petroleum products, such as gasoline, kerosene, diesel fuel, and the like.

3. "Release" shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment.

B. Compliance.

1. Tenant shall not cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released, on, under or about the Premises, or transported to and from the Premises, by

Tenant, its agents, employees, contractors, invitees, or a third party in violation of any Environmental Law; provided, further, that with respect to demolition of Existing Improvements, Tenant shall comply fully with all regulatory requirements, including, but not limited to, those governing asbestos abatement. **Tenant shall indemnify, defend and hold harmless Landlord, its successors and assigns, its employees, agents and attorneys from and against any and all liability, loss, damage, expense, penalties and legal and investigation fees or costs, arising from or related to any claim or action for injury, liability, breach of warranty or representation, or damage to persons or property and any and all claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse effects on, the environment or violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity which are incurred or assessed as a result (whether in part or in whole) of any activity or operation on or discharge from the Premises or any improvements thereon. This obligation includes, but is not limited to, all costs and expenses related to cleaning up the Premises, improvements, land, soil, underground or surface water as required under the law. Tenant's obligations and liabilities under this paragraph shall continue so long as Landlord bears any liability or responsibility under the Environmental Laws for any action that occurred on the Premises or any improvements thereon.** This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material located on the Premises or any improvements thereon, or present in the soil or ground water on, under or about the Premises.

2. The parties agree that Landlord's right to enforce Tenant's promise to indemnify is not an adequate remedy at law for Tenant's violation of any provision of this Section. Landlord shall also have all other rights and remedies provided by law or otherwise provided in this Agreement.

3. Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Premises or in any improvements thereon or permitted by Tenant results in any contamination of the Premises or any improvements thereon, Tenant shall promptly take all actions at its sole cost and expense as are necessary to return the Premises or any improvements thereon to the condition existing prior to the introduction of any such Hazardous Material to the Premises or in any improvements thereon; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions

would not potentially have any material adverse long-term effect on the Premises or on any improvements thereon.

4. Tenant shall, at Tenant's own cost and expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Government") under the Environmental Laws. Should the Government determine that site characterization, site assessment and/or a cleanup plan be prepared or that a cleanup should be undertaken on the Premises or in any improvements thereon, then Tenant shall, at Tenant's own cost and expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. At no cost or expense to Landlord, Tenant shall promptly provide all information requested by Landlord to determine the applicability of the Environmental Laws to the Premises or to respond to any governmental investigation or to respond to any claim of liability by third parties, which is related to environmental contamination.

5. Tenant shall immediately notify Landlord of any of the following: (a) any correspondence or communication from any governmental entity regarding the application of Environmental Laws to the Premises or Tenant's operation on the Premises, and (b) any change in Tenant's operation on the Premises that will change or has the potential to change Tenant's or Landlord's obligations or liabilities under the Environmental Laws.

6. Intentionally omitted.

7. Nothing in Section 3.03 will make Tenant liable or responsible for, and Tenant shall have no obligations related to any hazardous materials which (i) existed on, under or about the Premises prior Tenant's occupation under this Agreement or any previous lease Agreement with Landlord for the Premises, (ii) which migrate to the Premises from off-site, or (iii) are introduced to the Premises during Landlord or its employees, agents or contractors, or any other person or entity except to the extent caused by Tenant or its employees, agents, contractors or Air carriers.

8. Landlord shall use commercially reasonable efforts to cause its other tenants in the Air Cargo Center to comply with all Environmental Laws.

C. Reporting.

1. At any time that Tenant submits any filing pertaining to its property, operations, or presence on the Airport with any governmental entity (other than the Internal Revenue Service) by way of example but not in limitation, the Federal Aviation Administration (FAA), the Environmental Protection Agency (EPA) or the Texas Commission on Environmental Quality

(TCEQ), Tenant shall provide duplicate copies of the filing(s) and all related documents to Landlord.

2. Within ninety (90) days after expiration, termination or cessation of this Lease for any reason, Tenant shall provide a current Phase I environmental site assessment of the Premises prepared in accordance with recognized industry standards; and if, in the opinion of Landlord and based on report findings, the Premises shall require environmental remediation, Tenant shall perform same to return the Premises into a condition equal or better to that as of the effective date of the Lease. Landlord shall provide Tenant access to the Premises as needed in order for Tenant to comply with its obligations pursuant to this Section 3.05(C)(2).

Section 3.06 Maintenance

Except as set forth otherwise in this Lease, Tenant shall, at its sole cost and expense, maintain the Premises and the improvements and appurtenances thereto, in a presentable condition consistent with good business practice and equal in appearance and character to other similar improvements on said Airport. In addition, Tenant shall promptly repair all damage to the Premises or the Airport caused by its employees, patrons or its operation thereon; it is specifically understood and agreed that Tenant will be bringing heavy vehicles of various types onto the Airport and that the obligation to repair damage shall include any damage to pavement on the Airport caused by same. Tenant shall also be responsible for the upkeep and cleanliness of the Premises. Tenant agrees not to paint the exterior of the Premises without the prior written consent of Landlord; said consent to be at Landlord's sole discretion. Landlord shall also be the sole judge of the quality and content of any painting submitted by Tenant for consideration.

Tenant shall be required to perform whatever maintenance Landlord reasonably deems necessary. If said maintenance is not undertaken by Tenant within thirty (30) days after receipt of written notice, Landlord shall have the right to enter on the Premises and perform the necessary maintenance, the reasonable cost of which shall be borne by Tenant. Tenant shall remit payment within thirty (30) days after receipt of invoice.

Section 3.07 Utilities

Tenant shall pay for all costs or charges for utility services furnished to Tenant and to the exclusive use Premises during the term hereof. Tenant shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; subject to approval by all appropriate departments of the City of El Paso including, at a minimum, the Director, and Tenant shall pay for any and all service charges incurred thereof. If Landlord pays any utilities on Tenant's behalf, Tenant, upon receipt of a statement therefore, shall reimburse Landlord for Tenant's pro rata share thereof. Said share shall be calculated on a pro rata basis utilizing the square footage of each tenant's occupancy divided by the total square footage of the Air Cargo Center.

Section 3.08 Trash, Garbage, and Other Refuse

Tenant shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse caused as a result of the

operation of its business. Tenant shall provide and use suitable covered commercial type receptacles for all such garbage, trash and other refuse, and will maintain these receptacles, screened from view of adjoining properties or public streets in an attractive, safe, and sanitary manner. Piling of boxes, cartons, barrels or other similar items in an unsightly or unsafe manner, on or about the Premises shall not be permitted.

Section 3.09 Permitted Uses

Tenant covenants and agrees that in no event will it enter into any business activity on the Airport other than those specified in Section 1.04.

Section 3.10 Signage

The following regulations shall apply to all signs displayed for observation from outside a building whether displayed on, near or within a building:

A. Permitted Signs. Signs on Premises shall be limited to those identifying Tenant and to those necessary for directional purposes. The size, design and location of all signs shall require the written approval of the Director prior to installation, said written approval shall be at the Director's reasonable sole discretion. Outdoor advertising, billboards, neon, or flashing lighting shall not be permitted.

B. Lighting and Construction. All signs shall comply with all current or future building codes of the City of El Paso and with all current or future rules and regulations of the Federal Aviation Administration and its successor agencies. Tenant is solely responsible for obtaining all necessary permits and licenses.

Section 3.11 Approval of Plans

Approval of any and all improvements, plans, signs, or documents by the Director does not constitute approval of the City or any other local, state, or federal agency. It is specifically understood that the Department of Aviation is only one of numerous departments of the City and that, in addition to obtaining approval of the Director, Tenant shall be required to obtain the approval of other departments as well.

Section 3.12 Fencing and Exterior Storage

Tenant may store stock, materials, and supplies on the Premises; however, all stock, materials, and supplies that are stored outside, on the airfield side of the Premises, must be completely fenced in. The placement and design of any exterior screening, fencing and storage on the Premises shall be in accordance with plans and specifications prescribed by the Director and shall be uniform throughout the entire Air Cargo Center, ramp, and associated areas.

Section 3.13 Authorization to Enter Restricted Area

Tenant understands that all of its agents, employees, servants or independent contractors must be authorized by Landlord to enter restricted areas as defined in Title 14 of the El Paso City Code as amended. Tenant understands that no person authorized to enter a restricted area by virtue of this

Agreement may permit any person who is not otherwise authorized to enter a restricted area unless such person is, at all times while in the restricted area, in the company of an authorized person.

Section 3.14 Security

Tenant is familiar with the restrictions imposed on Landlord by 49 CFR Part 1540 and 1542 as amended and agrees to assume responsibility for compliance with said regulations as they relate to access and identification procedures on the Premises. Tenant recognizes that all persons in or on the Premises must comply with federal safety and security requirements and agrees that all employees shall, as a condition of being on the Premises, be badged by El Paso International Airport ("EPIA") and that all other persons shall be escorted in accordance with TSA requirements. Tenant shall also require that all personnel of any subcontractor or subtenant shall also be similarly badged and/or escorted.

Section 3.15 Penalties Assessed by Federal Government

Tenant understands and agrees that in the event any federal agency assesses a civil penalty against Landlord for any violation of a federal rule or regulation as a result of any act on part of Tenant, its agents, servants, employees, invitees, or independent contractors, Tenant will, upon invoice, promptly reimburse Landlord in the amount of the civil penalty assessed. Failure to reimburse Landlord within thirty (30) days of receipt of written notice shall be an event of default hereunder.

ARTICLE IV
TERM OF LEASEHOLD

Section 4.01 Term

The "Term" of this Lease will be the Initial Term and any properly exercised Option Period, as provided below. This Lease shall be for an initial term of one (1) year ("Initial Term"), commencing on _____, 20___ ("Effective Date").

Section 4.02 Option to Extend

In the event that Tenant is not in default of any terms of this Lease beyond any applicable notice and cure period, Tenant shall have the option to extend this Lease for one (1) additional term of one (1) year. Tenant may exercise the option ("Option Period") by notifying Landlord in writing in not more than one hundred twenty (120) days and not less than ninety (90) days prior to the expiration of the Initial Term. In the event Tenant exercises its option, the Lease shall be extended for one (1) year on the same terms and conditions, except that Rental for this Option Period shall be readjusted as noted below.

In the event that Tenant exercises the option to extend the Lease, the rentals shall be adjusted as set forth in Section 5.04 below, but in no event shall rentals be reduced, and in no event shall rentals be increased more than 20%; all as provided more particularly in Article V Rentals.

Tenant's option to extend the Lease shall terminate if Tenant fails to notify Landlord in writing one hundred twenty (120) days before the expiration of the Initial Term. Time is of the essence with regard to the one hundred twenty (120) day notice requirement.

Section 4.03 Early Termination

Either party may terminate this Lease upon ninety (90) days written notice to the other party.

Section 4.04 Holding Over

It is agreed and understood that any holding over by Tenant of the Premises at the expiration or cancellation of this Agreement shall operate and be construed as a tenancy from month to month at a rental of one and one-half (1.5) times the then current monthly rental, unless the hold over is caused by the City staff not placing a new agreement with Tenant regarding the Premises at the end of the term of the present Lease on the City Council Agenda on a timely basis in which case the current monthly rental rate shall continue until the new agreement is executed. No receipt or acceptance of money by Landlord from Tenant after the expiration or cancellation of this Agreement or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue or extend the terms of this Agreement, or affect any such notice, demand or suit or imply consent for any action for which Landlord's consent is required or operate as a waiver of any right of the Landlord to retake and resume possession of the Premises.

Section 4.05 National Emergency

In the event that the rights and privileges hereunder are suspended by reason of war or other national emergency, the parties will negotiate in good faith a reasonable resolution of this lease under the circumstances.

ARTICLE V
RENTALS

Section 5.01 Rental

For the purpose of computing the rental payments, Landlord and Tenant agree that the Premises comprise the following:

Suite C – Office/Warehouse	22,022 square feet total at $6.9133 per square foot per annum $152,244.69 per annum
Loading Dock and Vehicle Parking/GSE Parking/Vehicle Parking and Fenced-in Area Parking Lot	55,500 square feet total at $0.7260 per square foot per annum $40,293.00 per annum
Suite D - Office/Warehouse	6,100 square feet total at $6.9133 per square foot per annum

Loading Dock and Vehicle Parking/GSE Parking/Vehicle Parking and Fenced-in Area Parking Lot	$42,171.13 per annum 5,100 square feet total at $0.7260 per square foot per annum $3,702.60 per annum

Rentals shall be paid in equal monthly installments at the then-current per annum rate as set forth below.

The annual rental for the Initial Term shall be $238,411.42 per year payable in equal monthly installments of $19,867.62. The first and last monthly installments of Rental for the Initial Term, and any extensions or renewals thereof, shall be prorated on the basis of a three hundred sixty five (365) day year in the event the Initial Term does not commence on the first day of a calendar month or end on the last day of a calendar month.

The parties acknowledge that the Rental for the Premises during the period November 12, 2019 through the Effective Date shall be $199,098.552 (if annualized) payable in monthly installments of $16,591.54, which was the Rental in effect under the parties' Air Cargo Center Agreement dated effective February 15, 2016, as amended by that certain First Amendment to Air Cargo Center Agreement dated November 12, 2019.

Section 5.02 Commencement of Rental

Payment of Rental by Tenant to Landlord shall commence on the Effective Date, which is noted on the title page of this Lease; provided, however, in no event shall Tenant's first monthly installment of Rental be due prior to thirty (30) days following the full execution of this Lease.

Notwithstanding anything to the contrary, Tenant's obligation to pay any Rental under this Lease shall be expressly contingent upon Tenant's receipt of a valid, signed W-9 form from Landlord at least fourteen (14) days prior to the Effective Date. If Landlord fails to provide a valid, signed W-9 form, any such failure by Tenant to pay any Rental shall not impact Landlord's obligations under this Lease, nor shall it prohibit Tenant from occupying the Premises as of the Effective Date.

Section 5.03 Security Deposit

There shall be no security deposit required for this Lease.

Section 5.04 Rental Adjustment for Option Term

In the event that Tenant exercises the option to extend the term of this Lease, Landlord and Tenant agree that percentage increases in the Consumer Price Index for all Urban Consumers (CPI-U) shall govern the rent readjustment for the Option Period. For the purposes of computing such percentage increase during the Option Period, the Base Year CPI-U shall be established as that rate in place ninety (90) calendar days prior to the Effective Date of this Lease. Rents shall be adjusted pursuant to the percentage increase in the CPI-U from the Base Year CPI-U to the rate in place ninety (90) days prior to the applicable date of readjustment (i.e. the fifth (5th) anniversary date of the Effective Date. All readjustments shall be effective as of the fifth (5th) anniversary

date, without regard to the date the actual adjustment is made; provided, however, that in no event shall the readjusted rent be less than the rate in place immediately prior to such readjustment nor more than twenty percent (20%) more than the rent established at the beginning of the immediately preceding five-year period.

Section 5.05 Unpaid Rent, Fees and Charges

Any installment of rent, any fees, or other charges or monies accruing under any provisions of this Lease that are not received by the 30th day of the month in which payment is due, shall bear interest at the rate of 12% per annum.

Section 5.06 Time of Payment

All rental due hereunder shall be paid in twelve (12) equal monthly installments. Said monthly rental payments shall be paid in advance on or before the first day of each and every month during the term or any extension of this Agreement, except as otherwise provided in Section 5.02 above.

Section 5.07 Place of Payment

All payments provided herein shall be paid to Landlord at the following address:

Accounting Division
El Paso International Airport
P.O. Box 971278
El Paso, Texas 79997-1278.

ARTICLE VI
DAMAGE OR DESTRUCTION OF PREMISES

Section 6.01 Damage or Destruction

If the Premises or any portions thereof, or structures of which such space may be a part, be damaged by fire or other casualty not caused by Tenant, Director shall notify Tenant within sixty (60) days whether the space shall be repaired. If the space is to be repaired, it shall be repaired with due diligence by Landlord, and the rental allocable to the Premises rendered untenantable shall be abated for the period from the occurrence of the damage to the completion of the repairs, provided that Landlord will exert its best effort to provide Tenant with temporary substitute space, if available, at such rent as deemed necessary and reasonable by City, until such time as the repairs are completed.

If Director shall fail to notify Tenant of its decision to repair any untenantable Premises within sixty (60) days after the destruction, Landlord will be deemed to have elected to terminate this Agreement as to the space damaged and destroyed, and the Agreement shall automatically terminate as to such space as of the date of the damage or destruction.

Section 6.02 Damage Caused by Tenant

Notwithstanding the provisions of this Article 6, in the event that due to the negligence or willful act or omission of Tenant, its employees, its agents, or licensees, Premises shall be damaged or destroyed by fire, other casualty or otherwise, there shall be no abatement of rent during the repair

or replacement of said Premises. To the extent that the costs of repair or replacement shall exceed the amount of any insurance proceeds payable to Landlord by reason of such damage or destruction, Tenant shall pay the amount of such additional costs to Landlord.

ARTICLE VII
INSURANCE AND INDEMNIFICATION

Section 7.01 Liability Insurance

Tenant shall obtain, provide proof of, and maintain for the term of this Lease, Comprehensive Pollution Liability Insurance in amounts as reasonably set from time to time by Landlord, but not less than One Million Dollars ($1,000,000.00), which insurance shall cover, at a minimum, bodily injury, property damage, including natural resource damage, loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, removal, storage, disposal, and or use of the pollutant, and defense costs, including costs and expenses incurred in the investigation, defense, or settlement of claims, all covering the Premises and surrounding Landlord property. Tenant shall obtain and maintain for the term of this Lease, Commercial General Liability Insurance, including contractual liability, in an amount not less than One Million Dollars ($1,000,000.00) combined single limit for bodily injury, property damage and personal liability,

Landlord shall be named as an Additional Insured on all insurance policies, either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy.

All polices shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the Landlord or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

Section 7.02 Fire and Extended Coverage Insurance

Landlord agrees that, at all times throughout the term of this Agreement, it will keep the Air Cargo Center insured under a Texas Standard Policy of Fire and Extended Coverage Insurance, for an amount equivalent to ninety percent (90%) of the replacement cost, such replacement cost to be redetermined every three (3) years. Upon receipt of a statement therefor, Tenant shall reimburse Landlord for Tenant's pro rata share thereof. Said share shall be calculated on a pro rata basis utilizing the square footage of each tenant's occupancy divided by the total square footage of the Air Cargo Center.

If the operations conducted by Tenant, or anyone holding under Tenant, on the Premises should require the payment of a greater premium for fire and extended coverage insurance than would customarily be payable for the conduct of the air cargo activities permitted hereunder, then the amount of such additional premium cost shall also be reimbursed by Tenant to Landlord upon invoice.

Section 7.03 Environmental Insurance

Tenant agrees that, at all times throughout the term of this Agreement, it will keep the Premises insured for environmental risks with Landlord named as an additional insured as set forth more further in Section 7.01 above.

Section 7.04 Indemnification

WITHOUT LIMITING THE GENERALITY OF ANY OTHER INDEMNITY CONTAINED IN THIS AGREEMENT, TENANT AGREES TO INDEMNIFY AND HOLD LANDLORD AND ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, LIABILITIES AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, ARISING OUT OF OR ATTRIBUTED DIRECTLY OR INDIRECTLY TO THE OPERATION, CONDUCT OR MANAGEMENT OF TENANT'S ACTIVITIES ON THE PREMISES, ITS USE OF THE PREMISES, OR FROM ANY BREACH ON THE PART OF TENANT OF ANY TERMS OF THIS AGREEMENT, OR FROM ANY ACT OR NEGLIGENCE OF TENANT, ITS AGENTS, CONTRACTORS, EMPLOYEES, CONCESSIONAIRES, OR LICENSEES IN OR ABOUT THE PREMISES INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE, OR IN PART, FROM THE NEGLIGENCE OF LANDLORD. IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST LANDLORD BY REASON OF ANY SUCH CLAIM, TENANT, UPON RECEIPT OF WRITTEN NOTICE FROM LANDLORD, AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO LANDLORD. THE OBLIGATIONS OF TENANT UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR SOONER TERMINATION OF THE LEASE.

ARTICLE VIII
CONDEMNATION

Section 8.01 Definition

The following definitions apply in construing the provisions of this Agreement relating to the taking of or damage to all or any part of the Premises, or improvements thereon, or any interest in them by eminent domain or condemnation:

A. "Taking" means the taking or damaging, including severance damage by eminent domain or by condemnation for any public or quasi-public use under any statute. The transfer of title may be either a transfer resulting from the recording of a final order in condemnation or a voluntary transfer or conveyance to the condemning agency or entity under threat of condemnation and avoidance proceedings are pending.

B. "Total taking" means the taking of the fee title to all of the Premises and improvements thereon.

C. "Substantial taking" means the taking of so much of the Premises or improvements or both that one or more of the following conditions results:

1. The remaining portion of the Premises and improvements thereon after such taking would not be economically and feasibly useable by Tenant;

2. The conduct of Tenant's business on the Premises would be substantially prevented or impaired; or

3. The portion of the Premises not so taken cannot be so repaired or reconstructed, taking into consideration the amount of the award available for repair or reconstruction, as to constitute a complete rentable structure capable of producing a proportionately fair and reasonable net annual income after payment of all operation expenses including the rent and after performance of all covenants and conditions required of Tenant under this Agreement.

D. "Partial taking" means the taking of a fee title that is not either a total or substantial taking.

E. "Improvements" includes, but is not limited to, all buildings, structures, fixtures, fences, utility installations, parking facilities and landscaping on the Premises.

F. "Notice of intended taking" means any notice or notification on which a reasonably prudent person would rely and which such person would interpret as expressing an existing intention of taking as distinguished from a mere preliminary inquiry or proposal. It includes, but is not limited to, the service of a condemnation summons and complaint on a party to this Agreement. The notice is considered to have been received when a party to this Agreement receives from the condemning agency or entity a notice of intent to take in writing containing a description or map reasonably defining the extent of the taking.

G. "Award" means compensation paid for the taking, whether pursuant to judgment, or by agreement, or otherwise.

H. "Date of taking" means the date that Tenant is required to vacate the Premises pursuant to a final order of condemnation or agreement between the parties hereto.

Section 8.02 Notice of Condemnation

The party receiving any notice of the kind specified below shall promptly give the other party notice of the receipt, contents and date of the notice received:

A. Notice of intended taking;

B. Service of any legal process relating to condemnation of the Premises or improvements; or

C. Notice in connection with any proceedings or negotiations with respect to such a condemnation.

Section 8.03 Rights of Parties during Condemnation Proceeding

Landlord and Tenant shall each have the right to represent its respective interest in each proceeding or negotiation with respect to a taking or intended taking and to make full proof of its claims. No agreement, settlement, sale or transfer to or with the condemning authorities shall be made without the consent of all parties. Each party agrees to execute and deliver to any other party hereto any instrument that may be required to facilitate the provisions of this Agreement relating to the condemnation.

Section 8.04 Taking of Leasehold

Upon a total taking, Tenant's obligation to pay rent and other charges hereunder together with Tenant's interest in the leasehold shall terminate on the Date of Taking. Upon a substantial taking, Tenant may, by notice to Landlord within ninety (90) days after Tenant receives notice of the intended taking, elect to treat the taking as a total taking. If Tenant does not so notify Landlord, the taking shall be deemed a partial taking. Upon a partial taking, this Agreement shall remain in full force and effect covering the balance of the Premises not so taken, except that the rent payable hereunder shall be reduced in the same ratio as the percentage of the area of the Premises taken bears to the total area of the Premises.

Section 8.05 Total Taking

All of Tenant's obligations under the Agreement shall terminate as of the Date of Taking. Upon a total taking, all sums awarded for any Tenant-owned improvements and the leasehold estate shall be disbursed to Tenant. All sums awarded for the Premises, as unencumbered by the Tenant-owned improvements, but subject to the Agreement, shall be disbursed to Landlord.

Section 8.06 Partial Taking

Upon a partial taking, all awards shall be disbursed as follows:

A. To the cost of restoring the improvements on the Premises; and

B. The balance, if any, to Landlord and Tenant as follows: Tenant shall receive all sums awarded for Tenant-owned improvements and the Leasehold estate. Landlord shall receive all sums awarded for the Premises as unencumbered by the improvements but subject to the Agreement.

Section 8.07 Obligations of Tenant under Partial Taking

Promptly after any such partial taking, Tenant, at its expense and in accordance with any awards disbursed in accordance with Section 706, shall repair, alter, modify or reconstruct the improvements on the Premises so as to make them reasonably suitable for Tenant's continued occupancy for the uses and purposes for which the Premises are leased. Notwithstanding the foregoing to the contrary, should there be a partial taking in the last year of the initial term or any renewal term, Tenant shall be relieved of the responsibility to so repair or reconstruct the improvements on Premises as aforesaid by notifying Landlord of its intention to that effect.

Section 8.08 Taking of Temporary Use of Premises and Improvements

Upon any taking of the temporary use of all or any part or parts of the Premises or improvements, or both, for a period of any estate less than a fee ending on or before the expiration date of the term, neither the term nor the rent shall be reduced or affected in any way and Tenant shall be entitled to any award for the use or estate taken. If a result of the taking is to necessitate expenditures for changes, repairs, alterations, modifications or reconstruction of the improvements to make them reasonably suitable for Tenant's continued occupancy for the uses and purposes for which the Premises are leased, after the termination of such taking, Tenant shall receive, hold and disburse the award in trust for such work. At the completion of the work and the discharge of the Premises and improvements from all liens or claims arising therefrom, Tenant shall be entitled to any surplus and shall be liable for any deficiency.

If any such taking is for a period extending beyond the expiration date of the term, the taking shall be treated under the foregoing provisions for total, substantial and partial takings.

ARTICLE IX
ENCUMBRANCES

Section 9.01 Encumbrance

As used herein the term "Mortgage" includes a deed of trust and the term "Mortgagee" includes the beneficiary under a deed of trust. Tenant may encumber its leasehold estate and its interest in the improvements constructed and to be constructed on the Premises by the execution and delivery of a Mortgage. The Mortgagee of any such Mortgage may deliver to Landlord a written notice specifying:

A. The amount of the obligation secured by the Mortgage;

B. The date of the maturity or maturities thereof; and

C. The name and mailing address of the Mortgagee.

After receipt of such notice, Landlord shall serve such Mortgagee by certified mail at the latest address furnished by such Mortgagee a copy of every notice of default or demand served by Landlord upon Tenant under the terms and provisions of this Agreement so long as such Mortgage is in effect.

Section 9.02 Mortgagee's Rights

Upon receipt of a notice or demand in accordance with Section 8.01 above, Mortgagee shall have sixty (60) days after receipt of such notice within which, at Mortgagee's election, either:

A. To cure the default if it can be cured by the payment or expenditure of money;

B. To perform such other action as may be necessary to cure the default;

C. If the default cannot be cured within sixty (60) days, to commence performance within such sixty (60) day period and thereafter diligently prosecute same to

completion, in which event, the default will have been deemed to have been cured; or

D. To institute foreclosure proceedings and prosecute same diligently to conclusion.

Section 9.03 Rights on Foreclosure

In the event of foreclosure by Mortgagee, the purchaser at the foreclosure sale or the person acquiring Tenant's interest in lieu of foreclosure shall succeed to all of Tenant's rights, interests, duties and obligations under this Agreement.

ARTICLE X
EXPIRATION, CANCELLATION, ASSIGNMENT AND TRANSFER

Section 10.01 Expiration

This Agreement shall expire at the end of the term or any extension thereof.

Section 10.02 Cancellation

Subject to the provisions of Article IX above, this Agreement shall be subject to cancellation by Landlord in the event Tenant shall:

A. Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of ten (10) days after Landlord has notified Tenant in writing that payment was not received when due.

B. File in any court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of Tenant's property;

C. Make any general assignment for the benefit of creditors;

D. Abandon the Premises while rent is in arrears;

E. Default in the performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by Tenant, and such default continues for a period of thirty (30) days after receipt of written notice from Landlord to cure such default, unless during such thirty-day period, Tenant shall commence and thereafter diligently perform such action as may be reasonably necessary to cure such default;

F. Be adjudged bankrupt in involuntary bankruptcy proceedings;

G. Be made a party to any receivership proceeding in which a receiver is appointed for the property or affairs of Tenant where such receivership is not vacated within sixty (60) days after the appointment of such receiver; or

In any of the aforesaid events, Landlord may take immediate possession of the Premises including any and all improvements thereon and remove Tenant's effects, forcibly if necessary, without being deemed guilty of trespassing.

Failure of Landlord to declare this Agreement canceled upon the default of Tenant for any of the reasons set out shall not operate to bar or destroy the right of Landlord to cancel this Agreement by reason of any subsequent violation of the terms of this Agreement.

No receipt or acceptance of money by Landlord from Tenant after the expiration or cancellation of this Agreement or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue, or extend the term of this Agreement, or affect any such notice, demand or suit or imply consent for any action for which Landlord's consent is required or operate as a waiver of any right of the Landlord to retake and resume possession of the Premises.

Section 10.03 Repossessing and Reletting

In the event of default by Tenant hereunder which shall remain uncured after the required notices have been given pursuant to this Agreement, and for such time as provided herein, Landlord may at once thereafter, or at any time subsequent during the existence of such breach or default:

A. Enter into and upon the Premises or any part thereof and repossess the same, expelling therefrom Tenant and all personal property of Tenant (which property may be removed and stored at the cost of and for the account of Tenant), using such force as may be necessary; and

B. Either cancel this Agreement by notice or without canceling this Agreement, relet the Premises or any part thereof upon such terms and conditions as shall appear advisable to Landlord. If Landlord shall proceed to relet the Premises and the amounts received from reletting the Premises during any month or part thereof be less than the rent due and owing from Tenant during such month or part thereof under the terms of this Agreement, Tenant shall pay such deficiency to Landlord immediately upon calculation thereof, providing Landlord has exercised good faith in the terms and conditions of reletting. Payment of any such deficiencies shall be made monthly within thirty (30) days after receipt of notice of deficiency.

Section 10.04 Assignment and Transfer

Tenant is not permitted to assign this Agreement without first obtaining Landlord's written consent; said consent shall not be unreasonably withheld, conditioned or delayed.. The foregoing notwithstanding, any person or entity to which this Agreement is assigned to, pursuant to the Bankruptcy Code, 11 U.S.C. 101 et seq., shall be deemed without further act or deed to have assumed all the obligations arising under this Agreement on or after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Landlord an instrument confirming such assumption.

Section 10.05 Subleasing

Tenant may be permitted to sublease all or any part of the Premises with the prior written approval of the Director or his designee, which approval shall not be unreasonably withheld, conditioned or delayed, provided that Tenant shall limit any sublease to an entity which engages in similar defense contracting activities.

Notwithstanding anything to the contrary in this Lease, neither Landlord's prior written consent nor further written documentation shall be required in the case of:

(a) an assignment of this Lease or sublet of the Premises in whole or in part to any entity into or with which Tenant may be merged or consolidated or which acquires all or substantially all of Tenant's assets or to any entity which is a subsidiary, parent, spin-off or affiliate of Tenant; or

(b) subletting or occupancy of portions of the Premises by any contract partner, subcontractor or prime contractor working with Tenant on its business conducted from the Premises; or

(c) sublets of portions of the Premises not exceeding forty percent (40%) of the rentable area of the Premises in the aggregate at any one time, to any persons or entities provided that Tenant remains in control and possession of the balance of the Premises and remains liable for all the terms, covenants and provisions of the Lease.

Section 10.06 Landlord's Lien

Because of the nature of Tenant's business and the fact that the bulk of items in Tenant's possession would not be subject to liens, this Section is intentionally omitted.

ARTICLE XI
GENERAL PROVISIONS

Section 11.01 Right of Flight

Landlord reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for the use of said airspace for landing on, taking off from or operation on the Airport.

Landlord reserves to itself, its successors and assigns, for the use and benefit of the public, a continuing right and easement over the Premises to take any action it deems necessary to prevent the construction, erection, alteration or growth of any structure, tree or other object in the vicinity of the runways at El Paso International Airport which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Subpart C of Part 77 of the Federal Aviation Regulations.

Landlord reserves for itself, its successors and assigns the right to prevent any use of the Premises which would interfere with aircraft landing on or taking off from the Airport and the right to prevent any other use of the Premises which would constitute an airport hazard.

Section 11.02 Time Is of the Essence

Time is and shall be deemed of the essence in respect to the performance of each provision of this Agreement.

Section 11.03 Notices

All notices provided to be given under this Agreement shall be given by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

LANDLORD:	Director of Aviation El Paso International Airport 6701 Convair Road El Paso, Texas 79925-1091
TENANT:	Science Applications International Corporation – CRE Leasing c/o Jones Lang LaSalle 260 Forbes Avenue, Suite 1300 Pittsburgh, PA 15222
With copy to:	SAIC Corporate Real Estate Leasing 12010 Sunset Hills Road Reston, VA 20190
With an emailed copy to:	SAICLeaseAdmin@am.jll.com

Any notice so given shall be deemed properly delivered, given, served, or received on the date shown for delivery or rejection on the return receipt. Any party may change the address to which notices shall thereafter be given upon five (5) days prior written notice to all other parties in the manner set forth in this Section.

Section 11.04 Attorney's Fees

If either party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.

Section 11.05 Agreement Made in Texas

The laws of the State of Texas shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts in El Paso County, Texas.

Section 11.06 General Civil Rights Provision

Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the transferor.

This provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Section 11.07 Compliance with FAA Requirements and Nondiscrimination Requirements

Lessee shall comply with and shall cause its assignees, successors in interest, and any contractor, subcontractor, lower-tier subcontractor, or service provider of Lessee to comply with, to the extent required by applicable law, all provisions of **Exhibit C, Federal Aviation Administration Required Provisions**, as amended or interpreted by the FAA from time to time, which are incorporated as if fully set forth herein.

Section 11.08 Affirmative Action

Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, and any amendments thereto, and any other federal statutes or regulations applicable to the receipt of federal assistance from the Department of Transportation by local governments for Airport use, or otherwise applicable to persons leasing premises from the City of El Paso, to insure that no person shall, on the grounds of race, color, sex, age, disability or national origin be excluded from participating in or receiving the services or benefits of any program of activity covered by this Subpart. Lessee assures that it will require that its covered sub-organizations (sublessees) provide assurances to Lessor, as set forth herein, that they similarly will undertake affirmative action programs, and that they will require assurance from their sub-organizations (sublessees) to the same effect.

Section 11.09 FAA Order 1400.11

Pursuant to Federal Aviation Administration Order 1400.11, effective August 27, 2013, and because the described premises are located at the El Paso International Airport which is subject to regulation by, among others, the U.S. Federal Aviation Administration, the parties specifically agree to the following:

1. A. Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in Pertinent List of Nondiscrimination Authorities (Federal Aviation Administration Order 1400.11, Appendix 4) as same may be amended from time to time (the "Acts and Regulations") such that no person on the grounds of race, color, or national origin, will be

excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said instrument had never been made or issued. [FAA Order 1400.11, Appendix C]

2. A. The Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the listed acts and authorities appearing in the Acts and Regulations.

B. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said instrument had never been made or issued. [FAA Order 1400.11, Appendix D]

3. A. During the term of this Lease, Lessee for itself, its assignees, and successors in interest, as a part of the consideration hereof, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). Grantee shall take reasonable steps to ensure that LEP persons have meaningful access to its programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination because of sex in education programs or activities (20 USC 1681 *et seq.*).

B. In the event of breach of any of the covenants in this section 3, Lessor shall have the rights and remedies set forth in sections 1 and 2 above, in addition to all other rights and remedies available to it under applicable law. [FAA Order 1400.11, Appendix E]

Section 11.10 Cumulative Rights and Remedies

All rights and remedies of Landlord here enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by Landlord of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

Section 11.11 Interpretation

Words of gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires.

The parties acknowledge and agree that the terms, conditions and provisions of this Lease are not intended to extend beyond Lessee's lease of the Premises and associated use of the Airport, except as expressly provided herein, and in accordance with applicable law. Any security requirements

imposed by Lessee's federal government customers shall be addressed directly with Lessor. In the event Lessor receives a request pursuant to the Texas Public Information Act, for Lessee's confidential proprietary information or reports, the parties will follow the standard process required by said Act.

Section 11.12 Agreement Made in Writing

This Agreement contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their respective successors in interest.

Section 11.13 Paragraph Headings

The Table of Contents of this Agreement and the captions of the various articles and sections of this Agreement are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

Section 11.14 Severability

If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 11.15 Successors and Assigns

All of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon Landlord and Tenant and their successors, assigns, legal representatives, heirs, executors and administrators.

Section 11.16 Taxes and Other Charges

Tenant shall pay any and all taxes and governmental charges of any kind whatsoever that may be lawfully assessed against Tenant or Landlord, with respect to the Premises, any improvements, equipment, personal property or inventory thereon or Tenant's use and/or occupancy of the Premises, during the term of this Agreement including any extensions or option periods granted thereto. Tenant in good faith may contest any tax or governmental charge; provided that Tenant may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom.

Section 11.17 Waiver of Warranty of Suitability

LANDLORD DISCLAIMS ANY WARRANTY OF SUITABILITY THAT MAY ARISE BY OPERATION OF LAW. Except as otherwise provided in this Lease, TENANT LEASES THE PREMISES AS-IS AND LANDLORD DOES NOT WARRANT THAT THERE ARE NO LATENT DEFECTS THAT ARE VITAL TO TENANT'S USE OF THE PREMISES FOR THEIR INTENDED COMMERCIAL PURPOSE.

Section 11.18 Survival of Certain Provisions

All Provisions of this Agreement which expressly or impliedly contemplate or require performance after the expiration or termination of this Agreement hereunder shall survive such expiration or termination of this Agreement, including without limitation, Section 3.05.

Section 11.19 Authorization to Enter Agreement

If Tenant signs this Agreement as a corporation, Tenant warrants to Landlord that Tenant is a duly authorized and existing corporation, that Tenant is qualified to do business in the State of Texas, that Tenant has full right and authority to enter into this Agreement, and that each and every person signing on behalf of Tenant is authorized to do so. Upon Landlord's request, Tenant will provide evidence satisfactory to Landlord confirming these representations.

Section 11.20 Complete Agreement

This agreement, together with the attachment(s) attached hereto, constitutes the entire agreement among the parties relating to the terms and conditions of the agreement. The parties expressly acknowledge and warrant that there exists no other written or oral understanding, agreements or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this agreement confers no rights on any person or business entity that is not a party hereto. This agreement shall not be construed against or unfavorably to any part because of such party's involvement in the preparation or drafting of this agreement.

(Signatures begin on the following page)

LANDLORD'S SIGNATURE AND ACKNOWLEDGMENT

IN WITNESS WHEREOF, the parties have hereunto set their hands as of this ____ day of _____, 2023.

LANDLORD: CITY OF EL PASO:

_____
Tomás González
City Manager

APPROVED AS TO FORM:

_____
Josette Flores
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Samuel Rodriguez, P.E.
Director of Aviation

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____ 2023 by Tomás González as City Manager for the City of El Paso, Texas (Landlord).

_____
Notary Public, State of Texas

My Commission Expires:

_____

(Signatures continue on the following page)

TENANT'S SIGNATURE AND ACKNOWLEDGMENT

ATTEST:

Kristen Martin
Name: Kristen Martin

TENANT: Science Applications International Corporation

Michael L. Brendes
Name: Michael L. Brendes
Title: Vice President, Corporate Real Estate and Facilities

ACKNOWLEDGMENT

THE STATE OF SC)
)
COUNTY OF Georgetown)

This instrument was acknowledged before me on this 26 day of May, 2023 by Michael L Brendes as Vice President of **Science Applications International Corporation** (Tenant).

Notary Public, State of

My Commission Expires:
January 24, 2033

IVY MARTIN
Notary Public - State of South Carolina
My Commission Expires January 24, 2033

Exhibit A – Premises

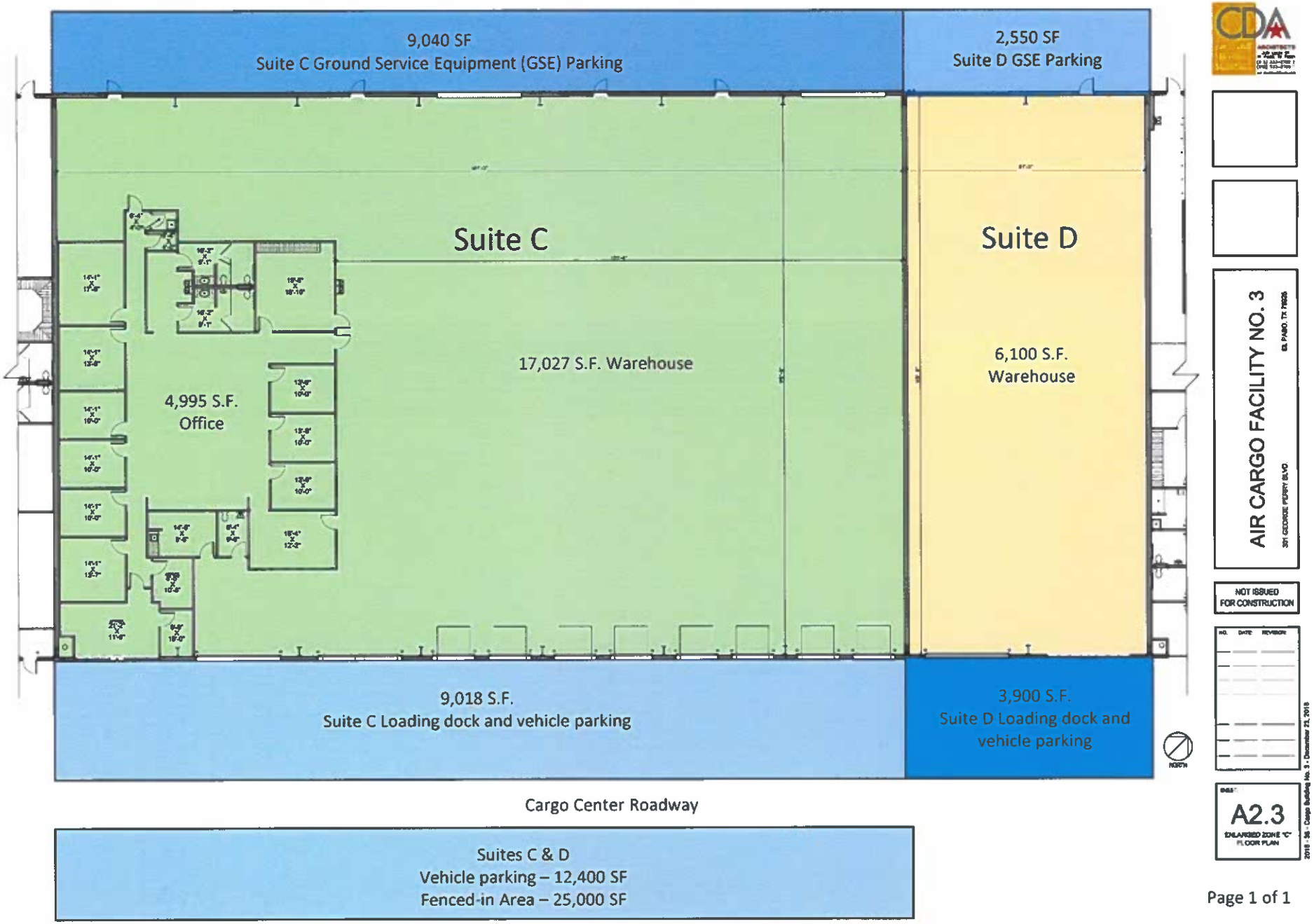
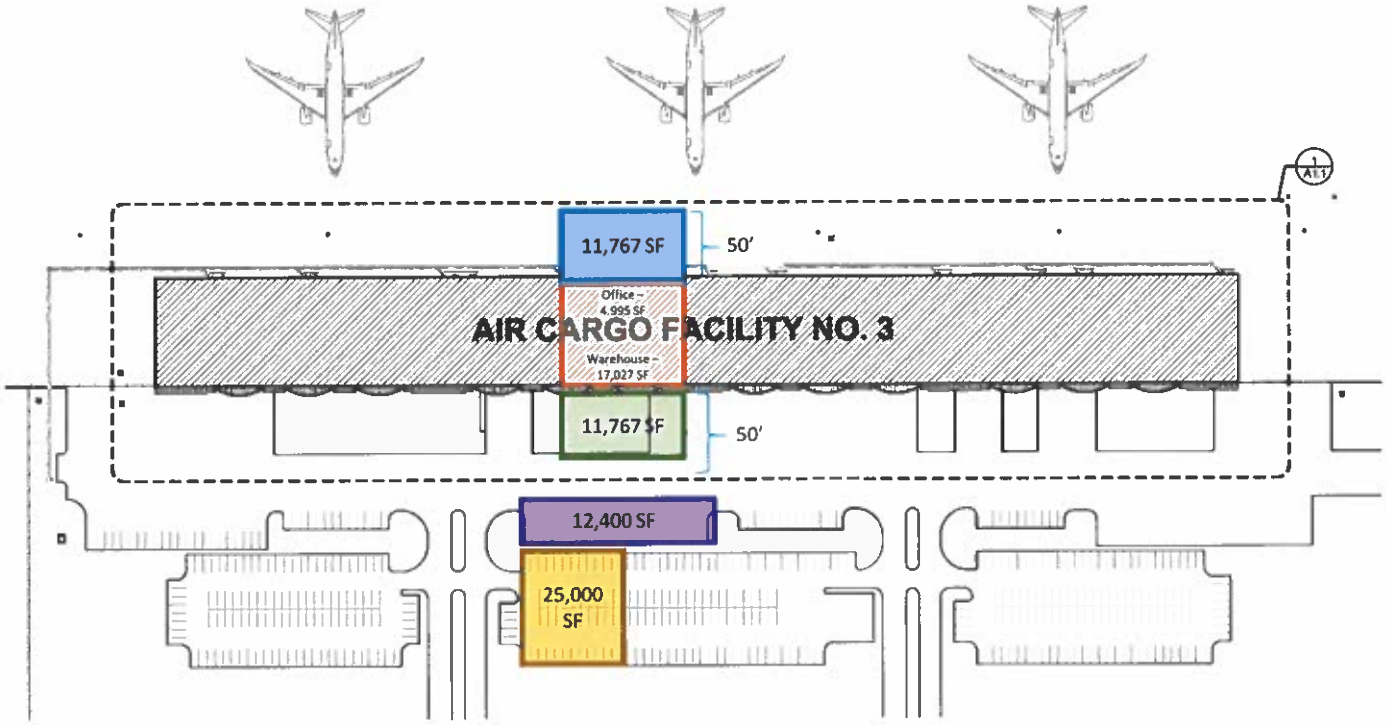


Exhibit B
Premises: GSE Parking, Office/Warehouse, Loading Doc, Vehicle Parking and Fenced-in Area



- Ground Service Equipment (GSE) Parking Space
- Loading Dock and Vehicle Parking Space
- Office/Warehouse Space
- Vehicle Parking Space
- Fenced-in Area

Exhibit "C"
Exhibit G Federal Aviation Administration Required Provisions

A. General Civil Rights Clause.

1. In all its activities within the scope of its airport program, Lessee agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If Lessee transfers its obligation to another, the transferee is obligated in the same manner as Lessee.

2. The above provision obligates Lessee for the period during which the property is owned, used or possessed by Lessee and the Airport remains obligated to the Federal Aviation Administration.

B. Compliance with Nondiscrimination Provisions. During the performance of this Lease, Lessee, for itself, its assignees, and successors in interest (hereinafter collectively referred to as "Contractor") agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Lease.

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Agreements, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Lessor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to Lessor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, Lessor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as Lessor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request Lessor to enter into any litigation to protect the interests of Lessor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

C. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27

(Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. 74087 (2005));

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

D. Transfer of Real Property Acquired or Improved Under the Airport Improvement Program.

1. Lessee for itself, its, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: In the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee will maintain and operate

such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. In the event of breach of any of the above Nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease had never been made or issued.

E. Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

1. Lessee, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

2. With respect to the Lease, in the event of breach of any of the above Non-discrimination covenants, Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

F. Subcontracts. Lessee agrees that it shall insert in any subcontracts the clauses set forth in paragraphs (A) through (E) above and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. Lessee shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (E).

File #: 23-845, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

District 3
Airport, Sam Rodriguez, (915) 212-7301

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

That the City Manager, or designee, be authorized to sign an Easement Agreement between the City of El Paso ("Grantor") and SFPP, L.P. ("Grantee") for a term of twenty years. Said easement, which will be used by Grantee to transport liquid petroleum products, shall consist of two areas located within the City of El Paso, El Paso County, Texas, as set forth below:

1. Area 1: A thirty-five (35) foot wide easement situated within the corporate limits of the City of El Paso, El Paso County, Texas, as a portion of Sections 27, 33, 34, and 40, Block 80, Township 2, Texas and Pacific Railway Company Surveys and a portion of Lot 1, Block 1, Butterfield Trail Aviation Park, Unit Two.

2. Area 2: A thirty-five (35) foot wide easement situated within the corporate limits of the City of El Paso, El Paso County, Texas, as a portion of Sections 22, 23, 26, and 27, Block 80, Township 2, Texas and Pacific Railway Company Surveys and a portion of Lot 1, Block 2, Butterfield Trail Aviation Park, Unit Two.

The initial twenty-year (20) term begins on June 20, 2023 ("Effective Date") and will end on June 19, 2043. There are no options to extend this lease beyond the initial twenty-year term. This easement agreement is comprised of two areas. The first area consists of 271,014 SF and the second area consists of 365,111 SF for a total of 636,125 SF. The price per square foot will be $0.2608 for a total of $165,901.40 paid annually.

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: June 20, 2023

PUBLIC HEARING DATE: N/A

CONTACT PERSON: Samuel Rodriguez, P.E., Aviation Director, (915) 212-7301

DISTRICT(S) AFFECTED: 3

STRATEGIC GOAL 1: Create an Environment Conducive to Strong, Sustainable Economic Development

SUBGOAL: N/A

SUBJECT:
That the City Manager, or designee, be authorized to sign an Easement Agreement between the City of El Paso ("Grantor") and SFPP, L.P. ("Grantee") for a term of twenty years. Said easement, which will be used by Grantee to transport liquid petroleum products, shall consist of two areas located within the City of El Paso, El Paso County, Texas, as set forth below:

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BACKGROUND / DISCUSSION:
The Department of Aviation is requesting approval of this easement agreement to allow SFPP, L.P. to continue to utilize their easement located on Airport property. Within the easement, there are three underground pipelines that transport refined petroleum-based products to production facilities throughout the country.

PRIOR COUNCIL ACTION:
January 09, 2007 – Approval of a 15-year Lease Agreement including two Temporary Construction Easements (TCEs) between the City of El Paso ("Grantor") and SFPP, L.P. ("Grantee").

November 13, 2007 – Approval to place an above ground cathodic protection system in accordance with Section 1.04 of the Easement Agreement of January 9, 2007.

AMOUNT AND SOURCE OF FUNDING:
N/A: This is a revenue-generating item.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO
Revised 04/09/2021

PRIMARY DEPARTMENT: Aviation
SECONDARY DEPARTMENT: N/A

**********REQUIRED AUTHORIZATION**********

DEPARTMENT HEAD: _____
Samuel Rodriguez, P.E., Director of Aviation

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager, or designee, be authorized to sign an Easement Agreement between the City of El Paso ("Grantor") and SFPP, L.P. ("Grantee") for a term of twenty years. Said easement, which will be used by Grantee to transport liquid petroleum products, shall consist of two areas located within the City of El Paso, El Paso County, Texas, as set forth below:

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APPROVED this _____ day of _____, 2023.

CITY OF EL PASO

ATTEST:

Oscar Leeser
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Samuel Rodriguez, P.E.
Director of Aviation

EASEMENT AGREEMENT

El Paso International Airport
City of El Paso, Texas
Grantor

SFPP, L.P.
Grantee

_____
Effective Date

EASEMENT AGREEMENT
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EXHIBIT A – DESCRIPTION OF EASEMENT PREMISES
EXHIBIT B – DEPICTION OF EASEMENT PREMISES (includes Exhibits B-1, B-2, B-3)
EXHIBIT C – FEDERAL AVIATION ADMINISTRATION REQUIRED PROVISIONS

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (the "Agreement") is made and entered into by and between the **CITY OF EL PASO, TEXAS** ("Grantor") and SFPP, L.P. ("Grantee"). Grantor and Grantee are referred to herein collectively as the "Parties" or individually as a "Party".

WITNESSETH:

WHEREAS, the Grantor owns and operates the El Paso International Airport (the "Airport", which is inclusive of such other Grantor owned property that is managed by the El Paso International Airport) located in the County of El Paso, State of Texas, said Airport being managed by the Director of Aviation (the "Director"); and

WHEREAS, the Grantee currently has three (3) active liquid petroleum products pipelines located within a portion of the Airport, for which Grantee's right to operate and maintain these pipelines has expired and the Parties now desire to reestablish and update those rights; and

NOW, THEREFORE, for and in consideration of the foregoing recitals and of the mutual promises and covenants of the Parties contained herein, and intending to be legally bound hereby, the Parties hereto agree as follows:

ARTICLE I – PREMISES, PRIVILEGES AND RESTRICTIONS

1.01 Easement.

A. Grant of Easement. Grantor hereby grants to Grantee a non-exclusive easement in, on, under and through the premises (the "Easement") identified as Area 1 and Area 2 within Paragraph 1.01(B) below and legally described in Exhibit A and shown on Exhibit B, which are attached hereto and incorporated herein for all purposes (the "Premises"), except for those rights retained for the benefit of Grantor. The rights, privileges, and uses granted are limited strictly to those rights, privileges, and uses granted by this Easement.

B. Description of Easement. For the purposes of this Agreement, the Parties agree that the Easement shall consist of two (2) distinct areas, which are located within the City of El Paso, El Paso County, Texas, as more fully described in **Exhibit A** and shown on **Exhibit B**, and as set forth below:

1. Area 1: A thirty-five (35) foot wide easement situated within the corporate limits of the City of El Paso, El Paso County, Texas, as a portion of Sections 27, 33, 34, and 40, Block 80, Township 2, Texas and Pacific Railway Company Surveys and a portion of Lot 1, Block 1, Butterfield Trail Aviation Park, Unit Two.

2. Area 2: A thirty-five (35) foot wide easement situated within the corporate limits of the City of El Paso, El Paso County, Texas, as a portion of Sections

22, 23, 26, and 27, Block 80, Township 2, Texas and Pacific Railway Company Surveys and a portion of Lot 1, Block 2, Butterfield Trail Aviation Park, Unit Two.

C. Specific Privileges, Uses and Rights.

1. Operation. It is Grantee's intent to operate and maintain the three (3) existing pipelines (the "Existing Pipelines") within the Premises during the Term of this Agreement. Grantee shall have certain rights of ingress to and egress from the Premises over those roadways, drives and walkways designated from time to time by the Director for operation and maintenance purposes. Grantee's rights of ingress and egress are limited by this Agreement and those applicable rules and regulations of the Airport.

2. Use. The Existing Pipelines shall be used only for the transportation of liquid petroleum products.

3. Maintenance. Upon execution of this Agreement by Grantor, Grantee shall have the right and privilege to conduct Maintenance Activities on the Existing Pipelines within the Premises. All Maintenance Activities by Grantee shall require prior notification, with regard to scheduling, security clearance, and related processes required by the Airport.

4. "Maintenance Activities". For purposes of this Agreement, "Maintenance Activities" shall mean activities undertaken to maintain, operate, repair, replace, relocate, reconstruct, and remove the Existing Pipelines, attachments and other property, equipment, conduits and appurtenances located within the Premises.

1.02 Restrictions on Privileges, Uses and Rights. Grantee covenants and agrees that in no event will it enter into any business activity on the Airport other than the Operation of, and Maintenance Activities on, the Existing Pipelines and such other activities explicitly permitted herein. Grantee shall not engage in operations during the Term of this Agreement for any purpose other than as set forth herein, except with the prior written consent of Grantor, nor for any purpose in violation of any present or future laws, ordinances, rules or regulations at any time applicable thereto of any federal, state or local or other governmental bodies or agencies, departments or offices, including without limitation Grantor.

1.03 Restrictions on Surface Installations. Grantee agrees that no drips or valve are in place on the Existing Pipeline, nor shall any drips or valves be placed on the Pipelines located on the Premises in the future. Further, and unless explicitly permitted in writing by Grantor, Grantee shall have no right to place any additional surface installation on any part of the Premises.

1.04 Signs. The placement, size and location of Grantee's signage or other notice of pipelines or other improvements in or upon the Easement shall require the approval of the Director, subject to all laws and other applicable U.S. Department of Transportation rules and regulations.

1.05 Authorization to Enter Airport Restricted Areas. Grantee understands that the Easement is located within a restricted area of the Airport and that Grantee and its agents, employees, servants or independent contractors must be authorized by Grantor to enter restricted areas of the Airport prior to their entry thereon. The authorization to enter restricted areas of the Airport is not granted by this Agreement, but shall be granted to Grantee upon Grantee's completion of security clearance and identification badging requirements necessary of all persons entering restricted areas of the Airport. As Grantee is required to comply with all applicable rules and regulations, any violation of this provision or those security rules and regulations applicable to the restricted areas of the Airport, shall be considered to be a material violation of this Agreement and grounds for termination.

1.06 Placement and Movement of the Pipelines. Grantee agrees to bury New Pipelines to a depth that is sufficient to avoid any interference with any present or future Airport operations of Grantor, including existing drainage patterns. Grantee further agrees to pay any and all damages to Grantor that may arise by the construction, maintenance, and operation of the pipelines authorized pursuant to this Easement. Grantor reserves the right to full use and enjoyment of the Airport property, including, but not limited to, the ability to lay out, construct and maintain runways, taxiways and other structures, improvements and appurtenances throughout Airport property ("Airport Improvements"). If future development of the Airport is extended to and in the vicinity of the Premises, the Grantee, its successors and assigns hereby agree that after receipt of written notification by Grantor, Grantee will either completely relocate all Pipelines and other improvements to the nearest alternative location provided by Grantor on Grantor's property, and/or lower the Pipelines to an appropriate depth under the Airport Improvements, and/or to properly encase those Pipelines or improvements where they pass under the Airport Improvements, including but not limited to runways, taxiways or roadways in a manner sufficient to withstand the weight and pressure of aircraft and airport related equipment using those Airport Improvements. Grantee shall also be responsible for restoring, to the extent practicable, the Premises to its original condition upon the relocation, lowering and/or encasing of such Pipelines and improvements. The relocation, lowering and/or encasing of the Pipelines and improvements will be accomplished at the sole cost of Grantee, its successors and assigns.

1.07 Restoration of the Premises. Upon completion of any construction, installation, removal, relocation, lowering or encasing of the Pipelines, Grantee shall remove all unused equipment, materials and pipe remaining in, on or under the surface of the Premises during construction phase and other property placed on the Premises by or for Grantee, as well as fill and level all ditches, ruts, depressions or other disturbances to the topography caused by the construction or removal operations, remove all debris and stakes or posts and generally restore the Premises to its original condition, as soon as reasonably possible. Such restoration activities shall include the replacement of any grass, landscaping, drainage or irrigation systems, and other damage caused to the Premises. Should the Grantee fail to comply with these requirements, Grantor shall provide Grantee a written notice of its failure to comply with the requirements of this section and a thirty (30) calendar day opportunity to cure and restore the Premises, and if Grantee fails to do so, Grantor may assume these responsibilities at Grantee's risk and expense, and Grantee agrees to reimburse Grantor for the cost of such activities plus ten percent (10%) for administrative and overhead costs.

1.08 Inspection of the Easement. Grantee's inspections of any developed portions of the Premises shall only be accomplished by foot or air. Inspection within the Airport Operation Area (AOA) can be performed under Airport escort. However, Grantee may inspect developed areas which may be accessed through dedicated streets; provided that such inspection by vehicle is limited to such dedicated streets. It is the intent of this section to maintain those developed areas of the Premises in the condition to which they have been developed. Such developed areas shall include, by way of example and not limitation, any Airport golf courses or parks. The use of unmanned aircraft systems ("UAS"), or "drones," for inspection purposes shall be regulated according to the purposes for which the UAS is operated in accordance with applicable federal and state regulations.

ARTICLE II – OBLIGATIONS OF GRANTEE

2.01 General. This Easement, in every sense, shall be without cost to Grantor. It shall be the sole responsibility of Grantee to keep, maintain, repair and operate Pipelines and related improvements and facilities existing or placed in, on or under the Premises or otherwise owned by Grantee at Grantee's sole cost and expense.

2.02 Condition of Premises. Grantee accepts the Premises in "AS IS" condition. Grantor has no responsibility or obligation to cause any work to be performed or to provide utilities or other services to the Premises.

2.03 Compliance with Laws. Grantee, at Grantee's expense, expressly agrees that it will locate, install, construct, operate, maintain, use and remove the Pipelines and related improvements and facilities located on the Premises as may be necessary from time to time in a safe and secure manner and in accordance with the requirements of this Agreement and in accordance with all present and future laws.

Grantee, at Grantee's expense, specifically agrees to make or cause to be made all such alterations to the Premises, and any improvements thereon, including, without limiting the generality of the requirements of this sentence, removing such barriers and providing such alternative services, as shall be required by the Americans with Disabilities Act, as amended, and any other laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, which relate to the use or occupation of the Premises and any improvements thereon by disabled persons ("Disabilities Laws").

Grantee shall, at Grantee's expense, comply with all present and hereinafter enacted Environmental Laws and any amendments thereto, affecting Grantee's use, operation, occupation or alteration of the Premises including any improvements thereon.

A. Definitions.

1. "Environmental Laws" means any one or all of the following as the same are amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 *et seq.*;

the Resource Conservation and Recovery Act, 42 U.S.C. Section 6941 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. Section 2601 *et seq.*; the Safe Drinking Water Act, 42 U.S.C. Section 300h *et seq.*; the Clean Water Act, 33 U.S.C. Section 1251 *et seq.*; the Clean Air Act, 42 U.S.C. Section 7401 *et seq.*; and the regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereinafter enacted that deal with the regulation or protection of the environment, including, but not limited to, the ambient air, ground water, surface water and land use, including sub-strata land.

2. "Hazardous Material" shall mean all substances, materials and wastes that are, or that become, regulated under or classified as hazardous or toxic under any Environmental Laws and all petroleum products, such as gasoline, kerosene, diesel fuel, and the like.

3. "Release" shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment in quantities of such that are regulated under any Environmental Laws.

B. Compliance.

1. **Grantee shall not cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released, on, under or about the Premises in violation of any Environmental Law, or transported to and from the Premises, by Grantee, its agents, employees, contractors, invitees, or a third party in violation of any Environmental Law. Without limiting the generality of any other indemnity clauses contained in this Agreement, Grantee shall indemnify, defend and hold harmless Grantor, its successors and assigns, its officers, directors, employees, agents and attorneys from and against any and all liability, loss, damage, expense, penalties and legal and investigation fees or costs, arising from or related to any claim or action for injury, liability, breach of warranty or representation, or damage to persons or property and any and all claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse effects on, the environment or violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity which are incurred or assessed as a result (whether in part or in whole) of any activity or operation on or discharge from the Premises or any improvements thereon. This obligation includes, but is not limited to, all costs and expenses related to cleaning up the Premises, improvements, land, soil, underground or surface water as required under the law. Grantee's obligations and liabilities under this**

paragraph shall continue so long as Grantor bears any liability or responsibility under the Environmental Laws for any action that occurred on the Premises or any improvements thereon. This indemnification of Grantor by Grantee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of hazardous material located on the Premises or any improvements thereon, or present in the soil or groundwater on, under or about the Premises. The Parties agree that Grantor's right to enforce Grantee's promise to indemnify is not an adequate remedy at law for Grantee's violation of any provision of this Section. Grantor shall also have all other rights and remedies provided by law or otherwise provided in this Agreement.

2. Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Premises or any improvements thereon results in any contamination of the Premises or any improvements thereon or any surrounding property, Grantee shall promptly take all actions at its sole cost and expense as are necessary to return the Premises or any improvements thereon or any surrounding property to the condition existing prior to the introduction of any such hazardous material to the Premises or any improvements thereon; provided that Grantor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term effect on the Premises or any improvements thereon.

3. Grantee shall, at Grantee's own cost and expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Government") under the Environmental Laws. Should the Government determine that site characterization, site assessment and/or a cleanup plan be prepared or that a cleanup should be undertaken on the Premises or in any improvements thereon, then Grantee shall, at Grantee's own cost and expense, prepare and submit the required plans and financial assurances and carry out the approved plans. At no cost or expense to Grantor, Grantee shall promptly provide all information requested by Grantor to determine the applicability of the Environmental Laws to the Premises or to respond to any governmental investigation or to respond to any claim of liability by third parties, which is related to environmental contamination.

4. Grantee shall immediately notify Grantor of any of the following: (a) any correspondence or communication from any governmental entity regarding the application of Environmental Laws to the Premises, and (b) any change in Grantee's operation on the Premises that will change or has the potential

to change Grantee's or Grantor's obligations or liabilities under the Environmental Laws.

5. Grantee shall insert the provisions of this section in any contract by which it grants a right or privilege to any person, firm or corporation under this Easement.

Notwithstanding any other provision in this Agreement to the contrary, Grantor shall have the right of "self-help" or similar remedy in order to minimize any damages, expenses, penalties and related fees or costs, arising from or related to a violation of any law on, under or about the Premises.

Grantee's failure or the failure of its agents, employees, contractors, invitees, sublessees or the failure of a third party to comply with any of the requirements and obligations of this Section shall constitute a material default of this Agreement and shall permit Grantor to pursue the remedies as set forth herein, in addition to all other rights and remedies provided by law or otherwise provided in the Agreement, to which Grantor may resort cumulatively, or in the alternative.

2.04 Maintenance and Repair. Grantee shall, at its sole cost and expense, maintain and repair the Premises, the Pipelines and Grantee's improvements and appurtenances thereto, in good condition consistent with good business practice. Grantee shall repair all damages to Grantor's property and equipment located on and within the Premises, including any landscaping, irrigation or drainage installations, paving, curbs, islands, buildings or other improvements. Grantor's property and equipment shall include the property and equipment of Grantor, Grantor's lessees, sublessees and those other parties with authority to use Grantor's property within the Premises.

Grantor shall be the sole judge of the quality of Grantee's repairs to the referenced property and equipment and, upon written notice by Grantor to Grantee, Grantee shall be required to perform whatever repair Grantor deems necessary. If said repairs are not undertaken by Grantee within ten (10) days after receipt of written notice, Grantor shall have the right to enter the Premises and perform the necessary repair work, the cost of which, plus ten percent (10%) for administrative and overhead costs, shall be borne by Grantee.

Grantee agrees not to paint, erect, or in any manner install any advertising or other signage on the exterior of any improvements or anywhere on the Premises, except as may be authorized in advance by the Director in writing.

2.05 Utilities. Grantee shall assume and pay for all costs or charges for utility services furnished to Grantee during the Term hereof.

2.06 Trash, Garbage and other Refuse. Grantee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Premises and the Airport, of all trash, garbage and other refuse caused as a result of Grantee's activities in a timely manner so as no accumulation of such trash, garbage, or other refuse shall occur.

2.07 Security. Grantee is familiar with the restrictions imposed by 49 C.F.R. 1540.105 and agrees to assume responsibility for compliance with said regulations as they relate to security procedures on the Premises.

2.08 Penalties Assessed by Federal Agencies. Grantee understands and agrees that in the event any federal agency assesses a civil penalty against Grantor or the Airport for any security violation as a result of or related to any act or failure to act on the part of Grantee, its agents, employees or independent contractors, Grantee shall reimburse the Grantor in the amount of the civil penalty assessed. Failure to reimburse the Grantor within thirty (30) calendar days of receipt of written notice shall constitute an event of default hereunder.

2.09 Taxes. The Grantee shall pay all taxes and governmental charges of any kind whatsoever that may be assessed against Grantee or Grantor, with respect to the Premises, any improvements, equipment, personal property or inventory thereon or Grantee's use and/or occupancy of the Premises, or any improvements thereon, during the Term of this Agreement including any extensions granted thereto. Grantor is a tax-exempt governmental entity and shall not be responsible for any taxes or assessments arising from Grantee's use of the property or possession of the Premises.

The Grantee in good faith may contest any tax or governmental charge, provided that the Grantee may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom unless, in the opinion of counsel satisfactory to the Grantor, such action will not adversely affect any right or interest of the Grantor.

2.10 Governmental Filings. In the event that Grantee submits any filing or response pertaining to its property, operations or presence at the Airport with any governmental entity (other than the Internal Revenue Service), by way of example and not in limitation the Federal Aviation Administration (FAA), the Environmental Protection Agency (EPA) or the Texas Commission on Environmental Quality (TCEQ) or any successor agencies, Grantee shall provide duplicate copies to Grantor of such filing(s) or response(s) made at the time same are made.

ARTICLE III – TERM OF EASEMENT

3.01 Term. The term of this Easement shall be for the period of twenty (20) years commencing on the date this Agreement is executed by the City (the "Effective Date") and ending on the ____ day of _____, 20___ (the "Term").

ARTICLE IV – EASEMENT FEES

4.01 Easement Fees.

A. Computation of Easement Fees. During the Term of this Agreement, Grantee agrees to pay Grantor the fees enumerated below, for the rights and privileges herein granted. As set forth in Paragraph 1.01(B), the Premises consist of two (2) distinct areas, as more fully described in **Exhibit A** and shown on **Exhibit B**. The fees applicable to Area 1 are nineteen cents ($0.1929) per square foot per annum. The fees applicable to Area 2 are thirty-one cents ($0.3120) per square foot per

annum. The Annual Fee to be paid by Grantor for **both Areas** is twenty-six cents ($0.2608) per square foot, which is based on the average rate per square foot of the two areas as set forth in Table 1. The Easement Annual Fee shall be due annually in advance on or before the anniversary of the Effective Date during the Term of this Agreement and shall be subject to any applicable increases as noted below.

Table 1

	Sq. Ft.	Annual Rate/SF	Annual Fee
Area 1	271,014	$0.1929	N/A
Area 2	365,111	$0.3120	N/A
Total	636,125	$0.2608 (Average)	$165,901.40

B. Initial Annual Fee. Upon the execution of this Agreement, Grantee shall pay to Grantor an Annual Fee for the Easement area. For the purpose of computing the Annual Fee for each segment of the Easement areas, Area 1 is comprised of approximately 271,014 square feet of land and Area 2 is comprised of approximately 365,111 square feet of land, as more clearly identified within **Exhibit A** and shown on **Exhibit B**. The initial total Easement Annual Fee for Area 1 and Area 2 shall be $165,901.40.

C. Easement Fee Increases. The Easement Annual Fee shall be adjusted every fifth (5th) year anniversary of the Effective Date of this Agreement by the cumulative percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), issued by the Bureau of Labor Statistics of the United States Department of Labor for that preceding five (5) year period; provided, however, that the adjustment of such Easement Annual Fee shall never result in a fee that is less than the immediately preceding applicable Easement Annual Fee. In addition, an appraisal will be conducted every ten (10) years.

D. Easement Fees for Pipelines Abandoned In-Place. Notwithstanding any provision of this Agreement to the contrary, Grantor hereby grants Grantee the right to abandon, in-place, all or any portion of the Pipelines without the obligation to otherwise remove the abandoned Pipelines or restore the Premises to its original condition without the Pipelines during the Term of this Agreement. However, in the event Grantee abandons any Pipelines during the Term, Grantee shall be responsible for continued payment to Grantor of all applicable fees. If Grantor provides written authorization to Grantee allowing any portion of the abandoned Pipelines to remain during the Term, the fees required herein shall no longer be applicable to the remaining portions identified in such authorization and applicable pre-paid fees shall be credited to Grantor's applicable fees for the following year. Upon the expiration or early termination of this Agreement, Grantee shall be responsible for the complete removal of all Pipelines, including those previously abandoned in-place. In the event Grantor elects to waive this required removal of all or any portion of the Pipelines, Grantor shall provide written notice to Grantee of its election prior to the expiration or early termination of this Agreement. In

such event, Grantee shall not be responsible for the payment of any additional fees associated with any portion of Pipelines permitted by Grantor to remain.

4.02 Grantor's Lost Revenue. Grantee agrees to reimburse the owners and operators of the Airport golf courses or other existing or future developments operated by or through the Airport located over or adjacent to the Easement Premises (the "Developers") for any Pipeline Construction or Maintenance Activities that adversely affect those developments at one hundred ten percent (110%) of the development's lost revenue. Relative to the Airport's future commercial and industrial development, this calculation will be based for the 601 Corridor Industrial Park and the Global Reach Infinity Park, having no previous revenue as follows: losses shall be based on budgeted revenue versus actual revenue generated for the period of any claimed loss of revenue.

4.03 Place of Payment. All payments required herein shall be paid to Grantor at the following address as may be amended from time to time by the Director in writing:

Accounting Division
El Paso International Airport
P.O. Box 971278
El Paso, Texas 79997-1278

4.04 Unpaid Fees and Charges. Any installment of any Annual Easement Fees, Monthly TCE Fees, or other charges or monies accruing under any provisions of this Agreement that are not received by the tenth (10th) day of the month in which payment is due, shall bear interest at the rate equal to the maximum allowed by law from the date when the same was due according to the terms of this Agreement until paid by Grantee.

ARTICLE V - INSURANCE AND INDEMNIFICATION

5.01 Insurance. Prior to the execution of this Agreement, Grantee shall obtain, provide proof of, and shall maintain for the Term of this Agreement, the types and amounts of insurance coverage listed below, in amounts not less than:

Comprehensive General Liability Insurance, in amounts not less than One Million Dollars ($1,000,000.00) for bodily injury to one person for each occurrence;

Two Million Dollars ($2,000,000.00) for bodily injuries to more than one person arising out of each occurrence;

One Million Dollars ($1,000,000.00) for Property Damage arising out of each occurrence; and

Three Million Dollars ($3,000,000.00) for Comprehensive Pollution Damage arising out of each occurrence, which insurance shall cover, at a minimum, bodily injury, property damage, including natural resource damage, loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, removal, storage, disposal, and or use of the pollutant, and defense costs,

including costs and expenses incurred in the investigation, defense, or settlement of claims, or in amounts equal to the maximum liability for damages for municipalities for claims arising under governmental functions, provided for under the Texas Tort Claims Act, whichever is greater.

Comprehensive Pollution Liability and Storage Tank Liability Insurance. For the duration of this Agreement, Grantee will obtain:

i. Comprehensive Pollution Liability Insurance in amounts not less than One Million Dollars ($1,000,000.00) for each occurrence, which insurance shall cover, at a minimum, bodily injury, property damage, including natural resource damage, loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, removal, storage, disposal, and or use of the pollutant, and defense costs, including costs and expenses incurred in the investigation, defense, or settlement of claims, all covering the Premises and surrounding the Landlord's property.

ii. Storage Tank Liability Insurance in amounts not less than One Million Dollars ($10,000,000.00) to cover bodily injury and property damage from pollution conditions emanating from above ground and below ground storage tanks. The Storage Tank Liability Insurance must also provide coverage for corrective action and cleanup as required by applicable federal and state laws and regulations.

5.02 Authorized Insurance Companies. All such policies of insurance shall be written by insurance companies authorized to do business in the State of Texas and shall be written by companies with an AM Best Rating of A-VII or better. Certificates of insurance shall be delivered to Grantor at least ten (10) days prior to the Effective Date of this Agreement. Each such insurance certificate shall contain:

A. A statement of the coverage provided by the policy;

B. A statement certifying the Grantor, its officers, directors, employees and agents to be listed as an additional insureds in the policy;

C. A statement of the period during which the policy is in effect;

D. A statement that the annual premium or the advance deposit premium for such policy has been paid in advance; and

E. An agreement by the insurance company issuing such policy that the policy shall not be canceled or reduced in any amount for any reason whatsoever without at least thirty (30) days prior written notice to Grantor.

5.03 **Indemnification.** WITHOUT LIMITING THE GENERALITY OF ANY OTHER INDEMNITY CONTAINED IN THIS AGREEMENT, GRANTEE AGREES TO INDEMNIFY AND HOLD GRANTOR, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, LIABILITIES AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND REASONABLE ATTORNEYS' FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, ARISING OUT OF OR ATTRIBUTED DIRECTLY, OR INDIRECTLY TO THE OPERATION, CONDUCT OR MANAGEMENT OF GRANTEE'S ACTIVITIES ON THE PREMISES, ITS USE OF THE PREMISES, OR FROM ANY BREACH ON THE PART OF GRANTEE OF ANY TERMS OF THIS AGREEMENT OR FROM ANY ACT OR NEGLIGENCE OF GRANTEE, ITS AGENTS, CONTRACTORS, EMPLOYEES, CONCESSIONAIRES, OR LICENSEES IN OR ABOUT THE PREMISES INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE, OR IN PART, FROM THE NEGLIGENCE OF GRANTOR, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS. IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST GRANTOR BY REASON OF ANY SUCH CLAIM, GRANTEE, UPON RECEIPT OF WRITTEN NOTICE FROM GRANTOR, AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO GRANTOR.

Without limiting the generality of any other indemnity contained in this Agreement, and in addition thereto (and not in satisfaction thereof), Grantee agrees that whenever Grantee shall contract for or receive the benefit of any arrangement under which any third party may indemnify Grantee with regard to any matter the subject of which Grantee has agreed to indemnify Grantor under this Agreement, the indemnification which Grantee shall or may receive from the third party ("third-party indemnification") shall be considered to be for the benefit of Grantor hereunder, as well as for the benefit of Grantee; and Grantor may enforce the third-party indemnification in a court of competent jurisdiction. Grantee agrees to: (a) include Grantor as a third-party beneficiary in all contracts providing for such third-party indemnification, with provision for Grantor to give formal notification to the contracting parties of its acceptance of the benefits as a third party beneficiary; (b) provide Grantor with copies of each contract under which Grantee shall or may receive third-party indemnification; and, (c) perform such other acts as reasonably requested by Grantor to allow Grantor to avail itself of the third-party indemnification.

ARTICLE VI - DESTRUCTION OF IMPROVEMENTS BY FIRE OR OTHER CASUALTY

6.01 Obligations of Grantee Upon Destruction of Improvements. During the Term hereof, except as may be provided within this Article, should the Pipelines or related improvements in, on, or under the Premises be damaged or destroyed, in whole or in part, by fire, explosion, or other casualty, Grantee shall give prompt notice thereof to Grantor, and Grantee, at its own cost and expense, shall either: (i) promptly repair, replace and rebuild the same, as near as practicable to the character of the improvements existing immediately prior to such time; or, (ii) remove the damaged or destroyed improvements and return the Premises as near as practicable to their original condition. Any damage or destruction of the Premises that affects the operation of the Airport functions of the Grantor shall be immediately remedied by Grantee at Grantee's sole expense.

6.02 Insurance Proceeds. Upon receipt by Grantee of the proceeds of any insurance policy or policies, Grantee shall deposit same in an escrow account to be held in trust to pay for the cost of repair or removal. Such proceeds shall be disbursed by Grantee during construction to pay the cost of such work. If the amount of such insurance proceeds is insufficient to pay the costs of the necessary repair or removal, Grantee shall pay any additional sums required, and if the amount of such insurance proceeds is in excess of the costs thereof, the amount of such excess shall be retained by Grantee only after the completion of all work required of Grantee and approval of Grantor.

6.03 Repair by Grantee. In the event Grantee elects to repair the damaged or destroyed improvements, such repairs, replacements or rebuilding shall be made by Grantee as soon as reasonably practicable. Prior to commencing construction of such repairs or replacements, Grantee shall furnish security in conformance with the security requirements as noted herein. Upon settlement with the insurance company or companies and issuance of proceeds of such insurance policy or policies shall have been paid to Grantee, Grantee shall commence such repair, replacements or rebuilding within a reasonable time and shall continue such work with reasonable diligence until completion.

6.04 Removal of Improvements and Restoration of Premises. In the event Grantee elects not to repair, rebuild or replace the improvements, Grantee shall remove all remaining improvements from the Premises, whether damaged or not, and shall restore the Premises to its condition prior to the granting of this Easement. Upon such event, this Agreement and Grantee's obligation to pay applicable Easement Annual Fees and TCE Monthly Fees will terminate. Security, as referenced in section 5.02 herein, is required for all removal activities required herein.

6.05 Immediate Repair. Grantee understands and agrees that Grantor is providing an Easement across property that is within an operating Airport. Grantee further understands and agrees that in granting this Easement, Grantor does not anticipate nor approve of any disruption in Grantor's provision of Airport services. Grantee understands and agrees that none of its activities relative to this Easement shall interfere with Grantor's operation of the Airport, except as may be explicitly granted in advance by Grantor in writing.

ARTICLE VII - EXPIRATION, TERMINATION, ASSIGNMENT AND TRANSFER

7.01 Expiration. This Agreement shall expire at the end of the Term or any extension thereof.

7.02 Termination. This Agreement shall be subject to termination by Grantor in the event Grantee shall:

A. Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of ten (10) days after Grantor has notified Grantee in writing that payment was not received when due;

B. File in any court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of Grantee's property;

C. Make any general assignment for the benefit of creditors;

D. Abandon the Easement, which shall be conclusively presumed following non-use by Grantee for one (1) year and with use not being resumed within thirty (30) days following receipt of written notice of abandonment from Grantor to Grantee;

E. Default in the performance of any of the covenants and conditions required herein (except required payments) to be kept and performed by Grantee, and such default continues for a period of thirty (30) days after receipt of written notice from Grantor to cure such default, unless during such thirty (30) day period, Grantee shall commence and thereafter diligently perform such action as may be reasonably necessary to cure such default;

F. Be adjudged bankrupt in involuntary bankruptcy proceedings; or

G. Be made a party to any receivership proceeding in which a receiver is appointed for the property or affairs of Grantee where such receivership is not vacated within sixty (60) days after the appointment of such receiver.

In any of the aforesaid events, which shall be events of default hereunder, Grantor may take immediate possession of the Premises including any and all improvements thereon and remove Grantee's effects, forcibly if necessary, without being deemed guilty of trespassing.

Failure of Grantor to declare this Agreement canceled upon the default of Grantee for any of the reasons set out shall not operate to bar or destroy the right of Grantor to cancel this Agreement by reason of any subsequent violation of the terms of this Agreement.

No receipt or acceptance of money by Grantor from Grantee after the expiration or termination of this Agreement or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue, or extend the terms of this Agreement, or affect any such notice, demand or suit or imply consent for any action for which Grantor's consent is required or operate as a waiver of any right of the Grantor to retake and resume possession of the Premises.

7.03 Repossessing and Re-granting. In the event of default by Grantee hereunder that shall remain uncured after the required notices have been given pursuant to this Agreement, and for such time as provided herein, Grantor may at once thereafter, or at any time subsequent to such breach or default:

A. Enter into and upon the Premises or any part thereof and repossess the same, expelling therefrom Grantee and all improvements, equipment and personal property of Grantee (which property may be removed and stored at the cost of and for the account of Grantee), using such force as may be necessary; and

B. Either terminate this Agreement by notice or without terminating this Agreement, re-grant the use of the Premises or any part thereof upon such terms and conditions

as shall appear advisable to Grantor. If Grantor shall proceed to re-grant the use of the Premises and the amounts received from such re-granting of the Premises during any month or part thereof be less than the fees due and owing from Grantee during such month or part thereof under the terms of this Agreement, Grantee shall pay such deficiency to Grantor immediately upon calculation thereof, providing Grantor has exercised good faith in the terms and conditions of re-granting. Payment of any such deficiencies shall be made monthly within ten (10) days after receipt of notice of deficiency.

7.04 Assignment and Transfer. Grantee may transfer or assign this Agreement without the prior written approval of Grantor.

7.05 Rights Upon Expiration or Early Termination. At the expiration or early termination of this Agreement, Grantor shall be entitled to have the Premises returned to Grantor clear of all improvements, including but not limited to the Pipelines and related improvements in, on, or under the Premises, subject to the provisions of Section 4.01 (D) herein. Grantee shall have one hundred and eighty (180) days after expiration in which to remove such improvements; provided that any occupancy by Grantee for the purposes of removal shall be subject to the fees due hereunder and provided further that Grantee shall continue to be bound by the terms and conditions of this Agreement; provided, however, that in no event shall any such continued occupancy be construed as an extension or renewal of the Agreement Term for other than the aforementioned one hundred and eighty (180) days. If Grantee fails to so remove said improvements, Grantor may remove same at Grantee's expense.

ARTICLE VIII – GENERAL PROVISIONS

8.01 Right of Flight. Grantor reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for the use of said airspace for landing on, taking off from or operation on the Airport.

Grantor reserves to itself, its successors and assigns, for the use and benefit of the public, a continuing right and easement over the Premises to take any action it deems necessary to prevent the construction, erection, alteration or growth of any structure, tree or other object in the vicinity of the runways at the Airport which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Subpart C of Part 77 of the Federal Aviation Regulations, as may be amended.

Grantor reserves for itself, its successors and assigns the right to prevent any use of the Premises which would interfere with aircraft landing on or taking off from the Airport and the right to prevent any other use of the Premises which would constitute an airport hazard.

8.02 Time is of the Essence. Time is and shall be deemed of the essence in respect to the performance of each provision of this Agreement.

8.03 Notices. All notices provided to be given under this Agreement shall be given by certified or registered mail, return receipt requested, postage fully prepaid and addressed to the proper Party; or shall be given via delivery by a recognized delivery provider. The Parties' addresses are as follows:

GRANTOR: Director of Aviation
El Paso International Airport
6701 Convair Rd.
El Paso, Texas 79925-1099

GRANTEE: Kinder Morgan, Inc.
2 North Nevada Ave.
Colorado Springs, CO 80944

Any notice so given shall be deemed properly delivered, given, served, or received on the date shown for delivery or rejection on the return receipt. Any Party may change the address to which notices shall thereafter be given upon five (5) days prior written notice to all other parties in the manner set forth in this Section.

8.04 Attorneys' Fees. If either Party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs.

8.05 Agreement Made in Texas. This Agreement is made in the State of Texas and the laws of the State of Texas shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts of El Paso County, Texas.

8.06 General Civil Rights Provision.

Grantee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Grantee transfers its obligation to another, the transferee is obligated in the same manner as the transferor.

This provision obligates Grantee for the period during which the property is owned, used or possessed by Grantee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

8.07 Compliance with FAA Requirements and Nondiscrimination Requirements.

Grantee shall comply with and shall cause its assignees, successors in interest, and any contractor, subcontractor, lower-tier subcontractor, or service provider of Grantee to comply with, to the extent required by applicable law, all provisions of Exhibit C, Federal Aviation Administration Required Provisions, as amended or interpreted by the FAA from time to time, which are incorporated as if fully set forth herein.

8.08 Affirmative Action.

Grantee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, and any amendments thereto, and any other federal statutes or regulations applicable to the receipt of federal assistance from the Department of Transportation by local governments for Airport use, or otherwise applicable to persons leasing premises from the City of El Paso, to insure that no person shall, on the grounds of race, color, sex, age, disability or national origin be excluded from participating in or receiving the services or benefits of any program of activity covered by this Subpart. Grantee assures that it will require that its covered sub-organizations (sublessees) provide assurances to Grantor, as set forth herein, that they similarly will undertake affirmative action programs, and that they will require assurance from their sub-organizations (sublessees) to the same effect.

8.09 FAA Order 1400.11.

Pursuant to Federal Aviation Administration Order 1400.11, effective August 27, 2013, and because the described premises are located at the El Paso International Airport which is subject to regulation by, among others, the U.S. Federal Aviation Administration, the parties specifically agree to the following:

1. A. Grantee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Grantee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in Pertinent List of Nondiscrimination Authorities (Federal Aviation Administration Order 1400.11, Appendix 4) as same may be amended from time to time (the "Acts and Regulations") such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to the Agreement, in the event of breach of any of the above nondiscrimination covenants, Grantor will have the right to terminate the Agreement and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said instrument had never been made or issued. [FAA Order 1400.11, Appendix C]

2. A. Grantee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Grantee will use the premises in compliance with all other requirements imposed by or pursuant to the listed acts and authorities appearing in the Acts and Regulations.

B. With respect to the Agreement, in the event of breach of any of the above nondiscrimination covenants, Grantor will have the right to terminate the Agreement and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said instrument had never been made or issued. [FAA Order 1400.11, Appendix D]

3.A. In the event of breach of any of the covenants in this section 3, Grantee shall have the rights and remedies set forth in sections 1 and 2 above, in addition to all other rights and remedies available to it under applicable law. [FAA Order 1400.11, Appendix E]

8.10 Cumulative Rights and Remedies. All rights and remedies of Grantor here enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by Grantor of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

8.11 Interpretation. Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires.

Grantee and Grantor agree that this Agreement has been freely negotiated by both Parties and that in any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Agreement or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either Party by virtue of that Party having drafted this Agreement or any portion thereof.

8.12 Agreement Made in Writing. This Agreement contains all of the agreements and conditions made between the Parties hereto and may not be modified orally or in any manner other than by agreement in writing signed by the Parties hereto or their respective successors in interest.

8.13 Paragraph Headings. The Table of Contents and the captions of the various articles and sections of this Agreement are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

8.14 Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

8.15 Survival of Certain Provisions. All provisions of this Agreement which expressly or impliedly contemplate or require performance after the expiration, cessation or termination of this Agreement, whether by default, the passage of time or otherwise, shall survive such expiration or termination of this Agreement, including specifically but without limitation the indemnification provisions found herein.

8.16 Successors and Assigns. All of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon Grantor and Grantee and their successors, assigns, legal representatives, heirs, executors and administrators.

8.17 Taxes and Other Charges. The Grantee shall pay all taxes and governmental charges of any kind whatsoever that may be assessed against Grantee or Grantor, with respect to the Premises or any improvements thereon, during the Term of this Agreement including any extensions or option periods granted thereto.

8.18 Restrictions and Reservations. This Agreement is subject to all other rights-of-way, easements, dedications, restrictions and other encumbrances of record and running with the land. Grantor reserves the right to grant any future rights-of-way, easements, dedications, restrictions, reservations or encumbrances and Grantee consents to and will diligently execute all documentation necessary to complete any future rights-of-way, easements, dedications, restrictions, reservations or encumbrances.

Grantor reserves for itself and any authorized agent to, at any reasonable time and without notice, enter upon and inspect the Premises for all legal purposes, including without limitation the purpose of ascertaining whether the maintenance of such parcel, and the maintenance, construction, or alteration of improvements or structures thereon are in compliance with all Environmental Laws and for the purpose of showing the Premises or other Airport property; Grantor shall not be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

8.19 Subordination of Agreement. All rights granted in this Agreement shall be subordinate to the rights in any deed from the United States to Grantor. This Agreement shall further be subordinate to the provisions of any existing or future agreements between Grantor and the United States relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Should the effect of such agreement with the United States Government be substantially destroy the commercial value of the Agreement, Grantee may cancel this Agreement in its entirety.

8.20 Authorization to Enter Agreement. The Parties represent and warrant to each other that each Party and the persons signing this Agreement have authority to enter into this Agreement and bind their respective organizations thereto. Further, all persons entering into this Agreement represent that their respective entity is a duly authorized and existing entity qualified to do business in Texas. Upon either Party's request, the other Party will provide evidence satisfactory to requesting Party confirming these representations.

8.21 Effective Date. This Agreement shall be effective as of the date approved by the City Council of the City of El Paso.

(Signatures begin on the following page)

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the date noted.

GRANTOR:

CITY OF EL PASO

_____
Tomás González
City Manager

APPROVED AS TO FORM:

_____
Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Samuel Rodriguez, P.E.
Director of Aviation

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Tomás González, as City Manager of the City of El Paso, Texas (Grantor).

_____
Notary Public, State of Texas

My Commission Expires:

_____

(Signatures continue on the following page)

GRANTEE:

SFPP, L.P., a Delaware limited partnership

By: Kinder Morgan Operating L.P. "D"
its general partner
By: Kinder Morgan G.P. Inc.
its general partner
By: Kinder Morgan Management, LLC,
the delegate of Kinder Morgan G.P., Inc.

By: _____
Name: Dayton Robertson
Title: Vice President

ACKNOWLEDGMENT

STATE OF Texas)
)
COUNTY OF Harris)

This instrument was acknowledged before me on this 31 day of May, 2023, by Dayton Robertson as Vice President of SFPP, L.P. (Grantee).

MATTHEW JORDAN CHRISTIE
Notary ID #129020245
My Commission Expires
July 9, 2023

_____
Notary Public, State of Texas

My Commission Expires:

7-9-23

EXHIBIT "A"

Area 1

35' WIDE SFPP, L.P. EASEMENT

A tract of land situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Sections 27, 33, 34 and 40, Block 80, Township 2, Texas and Pacific Railway Company Surveys and a portion of Lot 1, Block 1, Butterfield Trail Aviation Park, Unit Two and being more particularly described as follows, to wit:

COMMENCING for reference at a city monument located at the intersection of Shell Street and Mayflower Avenue; THENCE, **North 36°46'54" East, 458.86 feet**, to the southerly boundary line of the El Paso International Airport for the **POINT OF BEGINNING** of the easement herein described;

THENCE, leaving the southerly boundary line of the El Paso International Airport, **North 00°41'58" West, 133.69 feet** to the most westerly corner of the easement herein described;

THENCE, North 33°52'30" East, 90.17 feet to an angle point of the easement herein described;

THENCE, North 36°31'21" East, 96.77 feet to an angle point of the easement herein described;

THENCE, North 36°34'24" East, 387.24 feet to an angle point of the easement herein described;

THENCE, North 36°32'31" East, 3,545.40 feet to an angle point of the easement herein described;

THENCE, North 36°33'39" East, 2,266.14 feet to an angle point of the easement herein described;

THENCE, North 35°20'10" East, 790.06 feet to an angle point of the easement herein described;

THENCE, North 37°02'40" East, at 5.71 feet intersecting the southwesterly boundary line of Lot 1, Block 1, Butterfield Trail Aviation Park, Unit Two and continuing for a total distance of **446.81 feet** to the southwesterly right-of-way line of Global Reach Drive for the most northerly corner of the easement herein described;

THENCE, along the southwesterly right-of-way line of Global Reach Drive, **South 44°31'32" East, 35.38 feet** to the northwesterly line of a 50 feet wide Chevron Pipeline right-of-way for the most easterly corner of the easement herein described;
THENCE, leaving the southwesterly right-of-way line of Global Reach Drive and following the northwesterly line of the 50 feet wide Chevron Pipeline right-of-way, **South 37°02'40" West, 441.10 feet** to the most southerly corner of Lot 1, Block 1, Butterfield Trail Aviation Park, Unit Two for an angle point of the easement herein described;

THENCE, leaving the northwesterly line of the 50 feet wide Chevron Pipeline right-of-way and the southwesterly line of said Lot 1, **South 35°20'10" West, 789.92 feet** to an angle point of the easement herein described;

THENCE, South 36°33'39" West, 2,266.51 feet to an angle point of the easement herein described;

THENCE, South 36°32'31" West, 3,545.41 feet to an angle point of the easement herein described;

THENCE, South 36°34'24" West, 387.23 feet to an angle point of the easement herein described;

THENCE, South 36°31'21" West, 95.94 feet to an angle point of the easement herein described;

THENCE, South 33°52'30" West, 78.47 feet to an angle point of the easement herein described;

THENCE, South 00°41"58" East, 125.66 feet to the southerly line of the El Paso International Airport;

THENCE, following the southerly line of the El Paso International Airport, **North 86°01'54" West, 35.12 feet** to the **POINT OF BEGINNING;**

Said easement containing **6.2216 acres (271,014.0 square feet),** more or less and being subject to easements, restrictions and covenants of record.

Bearings are based on the U.T.M. (Universal Transverse Mercator System) Zone 13, NAD 83, for the State of Texas. Distances were scaled up to surface.

Area 2

35' WIDE SFPP, L.P. EASEMENT

A tract of land situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Sections 22, 23, 26 and 27, Block 80, Township 2, Texas and Pacific Railway Company Surveys and a portion of Lot 1, Block 2, Butterfield Trail Aviation Park, Unit Two and being more particularly described as follows, to wit:

BEGINNING at the intersection of the northeasterly right-of-way line of Global Reach Drive and the northwesterly line of a 50 feet wide Chevron Pipeline right-of-way, for the **POINT OF BEGINNING** of the easement herein described, identical to the southeasterly corner of Lot 1, Block 2, Butterfield Trail Aviation Park, Unit Two, whence a city monument located at the Global Reach monument line point of curvature bears, South 44°00'30" East, 4985.22 feet;

THENCE, leaving the northwesterly line of a 50 feet Chevron Pipeline right-of-way and following the northeasterly right-of-way line of Global Reach Drive, **North 44°31'32" West, 35.38 feet**

THENCE, leaving the northwesterly right-of-way line of Global Reach Drive, **North 37°02'40" East, 945.39 feet,** to an angle point of the easement herein described;

THENCE, North 38°06'33" East, 4.85 feet to the northeasterly line of Lot 1, Block 2, Butterfield Trail Aviation Park, Unit Two and continuing for a total distance of **137.76 feet** to an angle point of the easement herein described;

THENCE, North 36°37'36" East, 157.43 feet to an angle point of the easement herein described;

THENCE, North 36°15'31" East, 237.67 feet to an angle point of the easement herein described;

THENCE, North 36°40'03" East, 665.41 feet to an angle point of the easement herein described;

THENCE, North 36°31'45" East, 1465.25 feet to an angle point of the easement herein described;

THENCE, North 36°32'49" East, 1683.24 feet to an angle point of the easement herein described;
THENCE, North 33°51'52" East, 71.63 feet to an angle point of the easement herein described;

THENCE, North 03°16'34" East, 61.79 feet to an angle point of the easement herein described;

THENCE, North 00°06'25" West, 768.96 feet to an angle point of the easement herein described;

THENCE, North 00°17'51" West, 1359.94 feet to an angle point of the easement herein described;

THENCE, North 01°23'54" West, 80.12 feet to an angle point of the easement herein described;

THENCE, North 00°14'05" West, 835.21 feet to an angle point of the easement herein described;

THENCE, North 00°21'50" West, 1092.45 feet to an angle point of the easement herein described;

THENCE, North 00°17'19" West, 641.98 to the proposed south right-of-way line, Sta. 455+92.69, 113.79 feet Right, Inner Loop Spur, CSJ No. 0924-06-258, and continuing for a total distance of **855.26 feet** to the north boundary line of El Paso International Airport for the northwesterly corner of the easement herein described;

THENCE, following the north boundary line of El Paso International Airport, **North 89°41'34" East, 35.00 feet** to the northeasterly corner of the easement herein described, whence an aluminum cap stamped "SAM" found along the proposed south right-of-way line, Sta. 478+27.11, 100.00 feet Right, Inner Loop Spur, CSJ No. 0924-06-258, bears South 84°35'20" East, 2,009.35 feet;

THENCE, leaving the north boundary line of El Paso International Airport, **South 00°17'19" East,** 212.72 feet to the proposed south-right-of-way line, Sta. 456+27.69, 113.22 feet Right, Inner Loop Spur, CSJ No. 0924-06-258, and continuing for a total distance of **855.25 feet** to an angle point of the easement herein described;

THENCE, South 00°21'50" East, 1092.46 feet to an angle point of the easement herein described;

THENCE, South 00°14'05" East, 834.89 feet to an angle point of the easement herein described;

THENCE, South 01°23'54" East, 80.10 feet to an angle point of the easement herein described;

THENCE, South 00°17'51" East, 1360.33 feet to an angle point of the easement herein described;

THENCE, South 00°06'25" East, 770.05 feet to an angle point of the easement herein described;

THENCE, South 03°16'34" West, 72.39 feet to an angle point of the easement herein described;

THENCE, South 33°51'52" West, 82.02 feet to an angle point of the easement herein described;

THENCE, South 36°32'49" West, 1684.05 feet to an angle point of the easement herein described;

THENCE, South 36°31'45" West, 1465.28 feet to an angle point of the easement herein described;

THENCE, South 36°40'03" West, 665.32 feet to an angle point of the easement herein described;

THENCE, South 36°15'31" West, 237.66 feet to an angle point of the easement herein described;

THENCE, South 36°37'36" West, 158.00 feet to an angle point of the easement herein described;

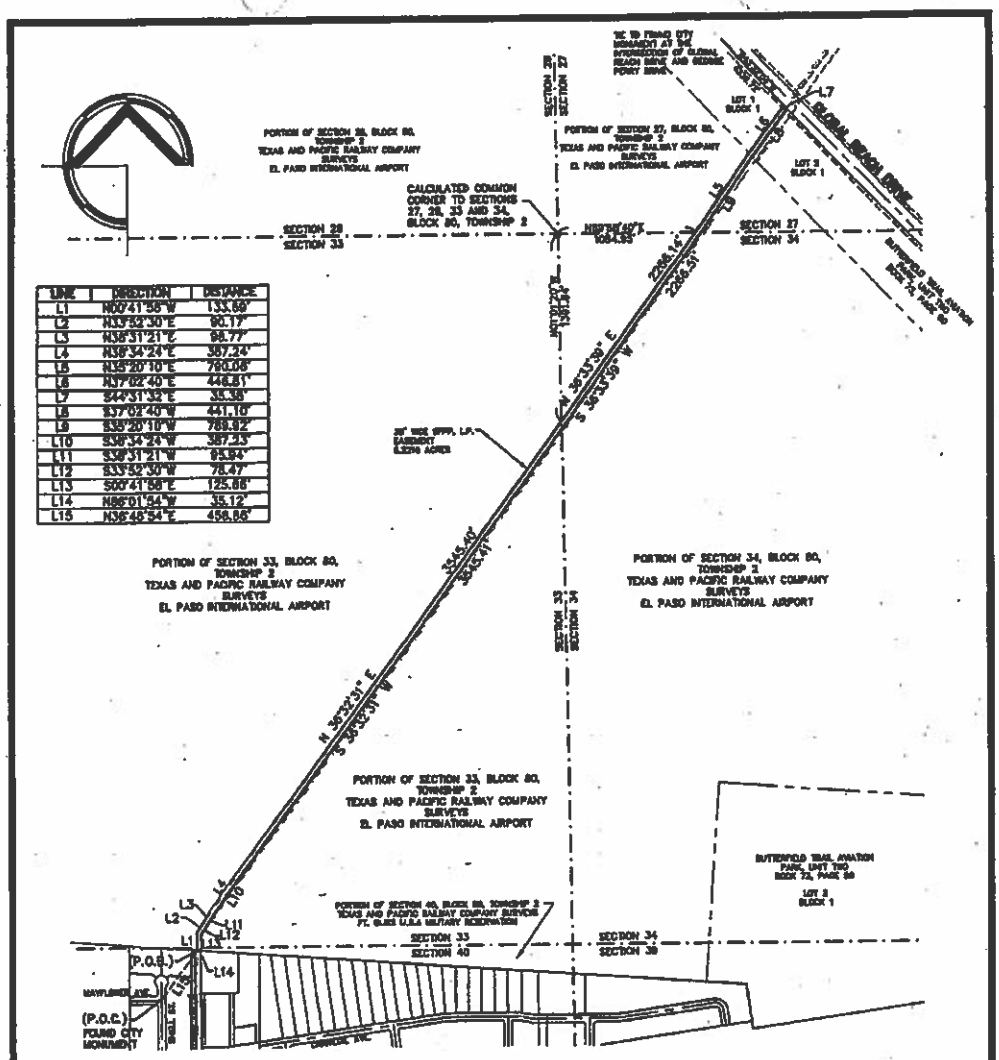
THENCE, South 38°06'33" West, 137.89 feet to intersection of the northeasterly boundary of Lot 1, Block 2, Butterfield Trail Aviation Park, Unit Two and the northwesterly line of a 50 feet wide Chevron Pipeline right-of-way, for an angle point of the easement herein described;

THENCE, leaving the boundary line of said Lot 1, Block 2 and following the northwesterly line of the 50 feet wide Chevron Pipeline right-of-way, **South 37°02'40" West, 950.26 feet** to the **POINT OF BEGINNING;**

Said easement containing **8.3818 acres (365,110.8 square feet),** more or less and being subject to easements, restrictions and covenants of record.

Bearings are based on the U.T.M. (Universal Transverse Mercator System) Zone 13, NAD 83, for the State of Texas. Distances were scaled up to surface.

Descriptions prepared by:
Isaac Camacho, TX RPLS No. 5337
Brock & Bustillos Inc.
417 Executive Center Blvd.
El Paso, TX 79902
915-542-4900



LINE	DIRECTION	DISTANCE
L1	N00°41'58"W	133.69'
L2	N33°52'30"E	90.17'
L3	N38°31'21"E	98.77'
L4	N38°34'24"E	387.24'
L5	N35°20'10"E	780.06'
L6	N37°02'40"E	448.81'
L7	S44°31'32"E	35.38'
L8	S37°02'40"W	441.10'
L9	S35°20'10"W	788.82'
L10	S38°34'24"W	387.23'
L11	S38°31'21"W	95.84'
L12	S33°52'30"W	78.47'
L13	S00°41'58"E	125.66'
L14	N89°01'54"W	35.12'
L15	N36°48'54"E	458.86'

NOTES:

1. SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS MAY EXIST WHERE NONE ARE SHOWN.

2. NO CORNERS WERE SET FOR THE 35' WIDE SFPP, L.P. EASEMENT.

3. BEARINGS ARE BASED ON U.T.M. (UNIVERSAL TRANSVERSE MERCATOR SYSTEM) ZONE 13, NAD 83, FOR THE STATE OF TEXAS. DISTANCES SHOWN WERE SCALED UP TO SURFACE.

REFERENCE DOCUMENTS:

1. PLAT OF A SURVEY OF SECTIONS 2, 4, 6, 8, 10, 14, 26, 18, 22, 20, BLOCK 80, TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, PREPARED BY S.A. CALDWELL, PROVIDED BY THE TEXAS GENERAL LAND OFFICE HOLDINGS, AUSTIN, TEXAS.

2. PLAT OF A RESURVEY OF BLOCKS 76, 77, 78, TOWNSHIP 3, PARTS OF BLOCK 75, 76, 77, TOWNSHIP 6, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS. PREPARED BY R.W. BAKER, DATED JULY 1 THRU DECEMBER 15, 1973, PROVIDED BY THE TEXAS GENERAL LAND OFFICE HOLDINGS, AUSTIN, TEXAS.

3. PLAT OF SURVEY OF BLOCKS 80 AND 81, TOWNSHIPS 1 AND 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, PREPARED BY JACOB KUECHLER, DATED JANUARY, 1906, PROVIDED BY THE TEXAS GENERAL LAND OFFICE HOLDINGS, AUSTIN, TEXAS.

4. BUTTERFIELD TRAIL AVIATION PARK, UNIT TWO, RECORDED IN BOOK 78, PAGES 87 AND 87A, EL PASO COUNTY PLAT RECORDS.

EXHIBIT B-1

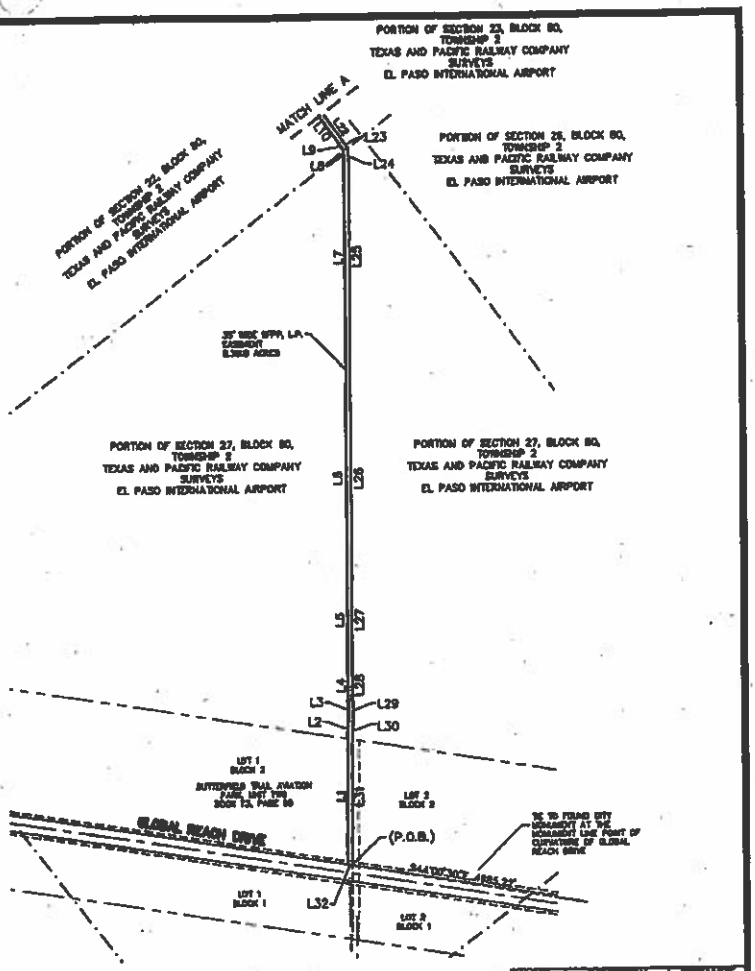
35' SFPP, L.P. EASEMENT

DRAWN BY: A.A. CHECKED BY: I.C. DATE: 09/29/06 SCALE: N.T.S.

A PORTION OF SECTIONS 27, 33, 34 AND 40, BLOCK 80, TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, AND A PORTION OF LOT 1, BLOCK 1, BUTTERFIELD TRAIL AVIATION PARK, UNIT TWO, CITY OF EL PASO, EL PASO COUNTY, TEXAS.

FILE NO: S-6645-01

BROCK & BUSTILLOS INC.
CONSULTING CIVIL ENGINEERS
LAND SURVEYORS
417 EXECUTIVE CENTER-EL PASO, TX 79902-PH (915) 542-4800
FAX (915) 542-2867-WWW.BROCKBUSTILLOS.COM



LINE	DIRECTION	DISTANCE
L1	N37°02'40"E	948.30'
L2	N36°08'33"E	137.76'
L3	N36°37'36"E	157.43'
L4	N36°18'31"E	237.67'
L5	N36°40'03"E	685.41'
L6	N36°31'48"E	1465.28'
L7	N36°32'49"E	1883.24'
L8	N33°51'52"E	71.63'
L9	N03°16'34"E	61.79'
L10	N00°08'25"W	788.88'
L11	N00°17'51"W	1359.94'
L12	N01°23'54"W	80.12'
L13	N00°14'05"W	834.71'
L14	N00°21'50"W	1092.48'
L15	N00°17'19"W	855.26'
L16	N89°41'34"E	35.00'
L17	S00°17'19"E	855.25'
L18	S00°21'50"E	1092.48'
L19	S00°14'05"E	834.69'
L20	S01°23'54"E	80.10'
L21	S00°17'51"E	1360.33'
L22	S00°08'25"E	770.05'
L23	S03°16'34"W	72.39'
L24	S33°51'52"W	82.02'
L25	S36°32'49"W	1884.09'
L26	S36°31'48"W	1465.28'
L27	S36°40'03"W	685.32'
L28	S36°18'31"W	237.68'
L29	S36°37'36"W	158.00'
L30	S36°08'33"W	137.89'
L31	S37°02'40"W	950.28'
L32	N44°31'32"W	35.36'

NOTES:

1. SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS MAY EXIST WHERE NONE ARE SHOWN.
2. NO CORNERS WERE SET FOR THE 35' WIDE SFPP, L.P. EASEMENT.
3. BEARINGS ARE BASED ON U.T.M. (UNIVERSAL TRANSVERSE MERCATOR SYSTEM) ZONE 13, NAD 83, FOR THE STATE OF TEXAS. DISTANCES SHOWN WERE SCALED UP TO SURFACE.

REV:10-27-06
REV:10-20-06
SHEET 1 OF 2

EXHIBIT B-2

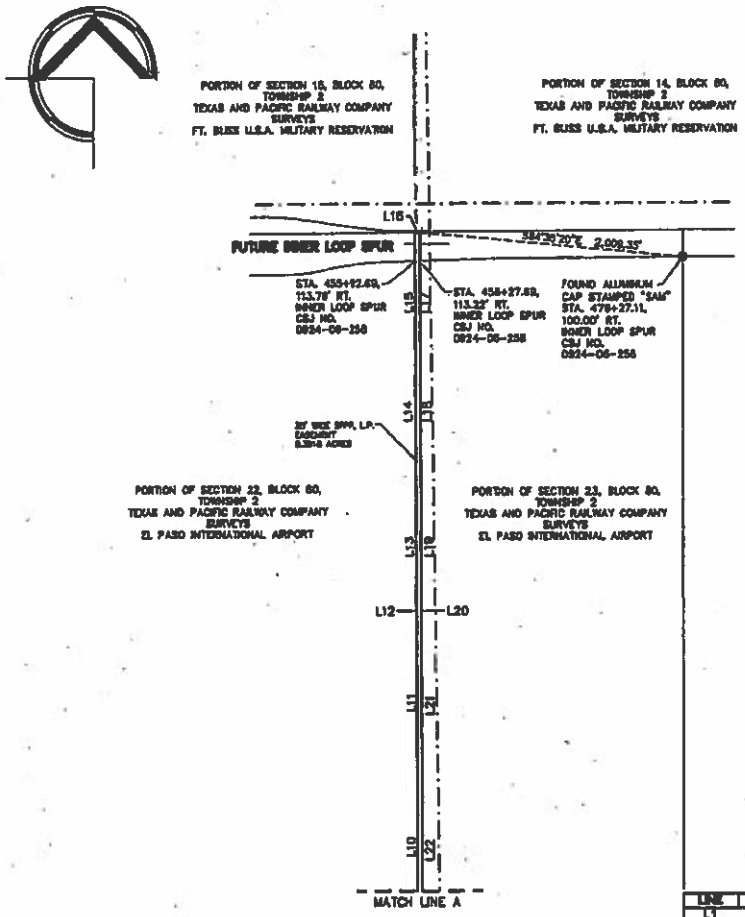
35' SFPP, L.P. EASEMENT

DRAWN BY: A.A. CHECKED BY: I.C. DATE: 09/29/06 SCALE: N.T.S.

A PORTION OF SECTION 22, 23, 26 AND 27, BLOCK 80, TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, AND A PORTION OF LOT 1, BLOCK 2, BUTTERFIELD TRAIL AVIATION PARK, UNIT TWO, CITY OF EL PASO, EL PASO COUNTY, TEXAS.

BROCK & BUSTILLOS INC.
CONSULTING CIVIL ENGINEERS
LAND SURVEYORS
417 EXECUTIVE CENTER-EL PASO, TX 79902-PH (915) 542-4900
FAX (915) 542-2867-WWW.BROCKBUSTILLOS.COM

FILE NO: S-6645-01



LINE	DIRECTION	DISTANCE
L1	N37°02'40"E	943.39'
L2	N38°08'33"E	137.76'
L3	N39°37'36"E	137.43'
L4	N38°18'31"E	257.87'
L5	N39°40'03"E	885.41'
L6	N39°31'45"E	1485.25'
L7	N39°32'49"E	1683.24'
L8	N33°51'52"E	71.63'
L9	N01°18'34"E	61.79'
L10	N00°08'25"W	768.96'
L11	N00°17'51"W	1359.94'
L12	N01°23'54"W	80.12'
L13	N00°14'05"W	833.21'
L14	N00°21'50"W	1092.48'
L15	N00°17'19"W	855.28'
L16	N89°41'34"E	35.00'
L17	S00°17'19"E	855.28'
L18	S00°21'50"E	1092.48'
L19	S00°14'05"E	854.89'
L20	S01°23'54"E	80.10'
L21	S00°17'51"E	1360.33'
L22	S00°08'25"E	770.05'
L23	S01°18'34"W	72.36'
L24	S33°51'52"W	82.02'
L25	S39°32'49"W	1684.05'
L26	S39°31'45"W	1485.28'
L27	S39°40'03"W	885.32'
L28	S39°18'31"W	257.86'
L29	S38°37'36"W	158.00'
L30	S38°08'33"W	137.89'
L31	S37°02'40"W	950.26'
L32	N44°31'32"W	35.38'

REFERENCE DOCUMENTS:

1. PLAT OF A SURVEY OF SECTIONS 2, 4, 6, 8, 10, 14, 26, 18, 22, 20, BLOCK 80, TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, PREPARED BY S.A. CALDWELL, PROVIDED BY THE TEXAS GENERAL LAND OFFICE HOLDINGS, AUSTIN, TEXAS.

2. PLAT OF A RESURVEY OF BLOCKS 76, 77, 78, TOWNSHIP 3, PARTS OF BLOCK 75, 78, 77, TOWNSHIP 5, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, PREPARED BY R.W. BAKER, DATED JULY 1 THRU DECEMBER 15, 1973, PROVIDED BY THE TEXAS GENERAL LAND OFFICE HOLDINGS, AUSTIN, TEXAS.

3. PLAT OF SURVEY OF BLOCKS 80 AND 81, TOWNSHIPS 1 AND 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, PREPARED BY JACOB KUECHLER, DATED JANUARY, 1908, PROVIDED BY THE TEXAS GENERAL LAND OFFICE HOLDINGS, AUSTIN, TEXAS.

4. BUTTERFIELD TRAIL AVIATION PARK, UNIT TWO, RECORDED IN BOOK 78, PAGES 87 AND 87A, EL PASO COUNTY PLAT RECORDS.

REV:10-27-08
REV:10-20-08
SHEET 2 OF 2

35' SFPP, L.P. EASEMENT

DRAWN BY: A.A. CHECKED BY: I.C. DATE: 09/29/06 SCALE: N.T.S.

A PORTION OF SECTION 22, 23, 26 AND 27, BLOCK 80, TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, AND A PORTION OF LOT 1, BLOCK 2, BUTTERFIELD TRAIL AVIATION PARK, UNIT TWO, CITY OF EL PASO, EL PASO COUNTY, TEXAS.

EXHIBIT B-3

FILE NO: S-6645-01

BROCK & BUSTILLOS INC.
CONSULTING CIVIL ENGINEERS
LAND SURVEYORS
417 EXECUTIVE CENTER-EL PASO, TX 79902-PH (915) 542-4900
FAX (915) 542-2887-WWW.BROCKBUSTILLOS.COM

Exhibit "C"
Federal Aviation Administration Required Provisions

A. General Civil Rights Clause.

1. In all its activities within the scope of its airport program, Grantee agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If Grantee transfers its obligation to another, the transferee is obligated in the same manner as Grantee.

2. The above provision obligates Grantee for the period during which the property is owned, used or possessed by Grantee and the Airport remains obligated to the Federal Aviation Administration.

B. Compliance with Nondiscrimination Provisions. During the performance of this Lease, Grantee, for itself, its assignees, and successors in interest (hereinafter collectively referred to as "Contractor") agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Lease.

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Agreements, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Grantor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to Grantor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, Grantor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as Grantor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request Grantor to enter into any litigation to protect the interests of Grantor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

C. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, Grantee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27

(Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. 74087 (2005));

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

D. Transfer of Real Property Acquired or Improved Under the Airport Improvement Program.

1. Grantee for itself, its, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: In the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Grantee will maintain and

operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. In the event of breach of any of the above Nondiscrimination covenants, Grantor will have the right to terminate the Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease had never been made or issued.

E. Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

1. Grantee, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Grantee will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

2. With respect to the Lease, in the event of breach of any of the above Non-discrimination covenants, Grantor will have the right to terminate the Lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

F. Subcontracts. Grantee agrees that it shall insert in any subcontracts the clauses set forth in paragraphs (A) through (E) above and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. Grantee shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (E).

File #: 23-846, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Fire, Chief Jonathan Killings, (915) 212-5665

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

That the Mayor be authorized to exercise the option to renew the term of the Interlocal Agreement between the City of El Paso ("City") and the El Paso County Hospital District d/b/a University Medical Center ("UMC") for the City to provide certain personnel and routine ambulance vehicle maintenance services for UMC's Mobile Stroke Unit in exchange for UMC paying the City an amount not to exceed $130,000.00 annually for the City's staffing services and separate amount not to exceed $7,200.00 annually for the City's routine ambulance vehicle maintenance services, for the first one (1) year term of the three one (1) year renewal options.

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Fire Department

AGENDA DATE: June 20, 2023

PUBLIC HEARING DATE: June 20, 2023

CONTACT PERSON NAME AND PHONE NUMBER: Jonathan Killings, Fire Chief (915) 212-5665

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 2: Set the Standard for a Safe and Secure City

SUBGOAL: 2.3: Increase Public Safety Operational Efficiency

SUBJECT:
That the Mayor be authorized to exercise the option to renew the term of the Interlocal Agreement between the City of El Paso ("City") and the El Paso County Hospital District d/b/a University Medical Center ("UMC") for the City to provide certain personnel and routine ambulance vehicle maintenance services for UMC's Mobile Stroke Unit in exchange for UMC paying the City an amount not to exceed $130,000.00 annually for the City's staffing services and separate amount not to exceed $7,200.00 annually for the City's routine ambulance vehicle maintenance services, for the first one (1) year term of the three one (1) year renewal options.

BACKGROUND / DISCUSSION:
This is the first one (1) year term of the three one (1) year renewal options between UMC and the City's Interlocal Agreement signed on May 25, 2021.

PRIOR COUNCIL ACTION:
UMC Contract No. 20-1006-1296-PL#10790v521.8548.

AMOUNT AND SOURCE OF FUNDING:
The item is part of the operational budget.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X__ YES ___NO

PRIMARY DEPARTMENT: Fire Department

SECONDARY DEPARTMENT:

*********************REQUIRED AUTHORIZATION*********************

DEPARTMENT HEAD:

Robert Arvizu Acting Fire Chief signing on behalf of Chief Killings

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to exercise the option to renew the term of the Interlocal Agreement between the City of El Paso ("City") and the El Paso County Hospital District d/b/a University Medical Center ("UMC") for the City to provide certain personnel and routine ambulance vehicle maintenance services for UMC's Mobile Stroke Unit in exchange for UMC paying the City an amount not to exceed $130,000.00 annually for the City's staffing services and separate amount not to exceed $7,200.00 annually for the City's routine ambulance vehicle maintenance services, for the first one (1) year term of the three one (1) year renewal options.

ADOPTED THIS _____ DAY OF _____ 2023.

THE CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Carlos L. Armendariz
Assistant City Attorney

APPROVED AS TO CONTENT:

Robert Arvizu On behalf of Chief Killings
Jonathan P. Killings
Fire Chief

UNIVERSITY MEDICAL CENTER
OF EL PASO

RECEIVED
June 6 2023
CITY OF EL PASO
CITY MANAGER'S OFFICE

May 19, 2023

The City of El Paso
Attn: City Manager
P.O. Box 1890
El Paso, Texas 79950-1890

BY CERTIFIED MAIL

RE: Notice of Renewal of Interlocal Agreement regarding Mobile Stroke Unit

The El Paso County Hospital District d/b/a University Medical Center of El Paso ("UMC") and the City of El Paso, Texas entered into that certain Interlocal Agreement regarding UMC's mobile stroke unit, with an effective date of May 25, 2021 (the "Agreement"). Pursuant to Section 2, paragraphs B and C of the Agreement, with this letter, UMC hereby sends notice of its intent to renew the Agreement for one additional year (a "renewal term"). The renewal term will terminate on May 24, 2024 unless terminated at an earlier date pursuant to the Agreement.

We thank you for the services that you have provided to UMC.

Sincerely,

R. Jacob Cintron
President & Chief Executive Officer

Reviewed by Legal Department:

Daniel F. Collins, Attorney

CC: The City of El Paso
Attn: Fire Chief
P.O. Box 1890
El Paso, Texas 79950-1890

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign an Amendment to an Interlocal Agreement by and between the City of El Paso ("City") and the El Paso County Hospital District d/b/a University Medical Center ("UMC") to establish timely notification and change the maximum annual staffing fee amount that UMC will allocate to the City for staffing of the Mobile Stroke Unit ("MSU") not to exceed $70,000.00 annually for the EMT-Paramedic and not to exceed $60,000.00 annually for EMT-Basic, and in return, the City, through the El Paso Fire Department will provide an adequate pool of EMT-Paramedics and EMT-Basic to staff the MSU throughout the applicable service periods.

PASSED and APPROVED this 13th day of December, 2022.

CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Carlos Armendariz
Assistant City Attorney

APPROVED AS TO CONTENT:

Jonathan Killings
Interim Fire Chief

20-1006-1296 | 1217207
MSU UMC Interlocal resolution
CLA

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT FOR OPERATION OF A MOBILE STROKE UNIT BETWEEN THE EL PASO COUNTY HOSPITAL DISTRICT D/B/A UNIVERSITY MEDICAL CENTER OF EL PASO AND THE CITY OF EL PASO, TEXAS

This Amendment is made to the Agreement previously executed by and between the El Paso County Hospital District d/b/a University Medical Center of El Paso ("UMC") and the City of El Paso, Texas ("City") on May 25, 2021, and becomes effective on December 1, 2022.

It is mutually understood and agreed by and between the undersigned contracting parties to amend the Agreement previously beginning on May 25, 2021 as follows:

A. The underlined language is added to Section 1.D. as follows:

> "D. The Parties agree that the MSU will transport the patient to the closest most appropriate hospital as time is of the essence in transporting suspected stroke patients. Transportation and treatment decisions shall be made in accordance with the usual and customary medical practices of the medical community and all applicable laws and regulations. UMC shall file a copy of its treatment protocols and transport policies with the Fire Chief and shall forward any changes in such protocols (to include general orders) or procedures no less than five (5) business days prior to implementation of same."

B. Subsection "F" is hereby added to Section 1 as follows:

> "F. The Parties agree that data regarding the MSU will come from UMC as the record keeper and can be provided within ten (10) business days of written request. EPFD associates will document as requested by UMC."

C. The underlined language is added to Attachment "A", Section A.1. as follows:

> "1. The City agrees to provide staff as described in this Attachment "A", under the terms of this Agreement, no less than forty (40) hours per week, during MSU service periods, throughout the Term and any renewal period of this Agreement. UMC will provide thirty (30) days' notice to City if hours of operation will be extended or adjusted."

D. The underlined language is added to Attachment "A", Section A.2. as follows:

> "2. The City, by and through the El Paso Fire Department ("EPFD") will provide an adequate pool of EMT-Paramedics to assure that the MSU is staffed by one EMT-Paramedic and one EMT-Basic (collectively, the "EMTs") throughout MSU service periods to provide appropriate medical services consistent with EMT-Paramedic

training and license requirements and to drive the MSU during the service periods. The EPFD will provide UMC with a list of eligible employees to staff and drive an MSU, including names and EMT-Paramedic license credentials and certification/license number."

E. Language in Attachment "A", Section A.3. is hereby stricken and replaced with the underlined language as follows:

"3. The City will communicate to its EMTs assigned to staff and drive the MSU that they will wear their appropriate EPFD EMT uniform while on duty on the MSU."

F. Language in Attachment "A", Section A.4. is hereby stricken and replaced with the underlined language as follows:

"4. The City will communicate to its EMTs assigned to staff and drive the MSU that said EMTs will supply any equipment normally supplied by the City to City EMTs in the performance of their duties."

G. Language in Attachment "B", Section A.4. is hereby stricken and replaced with the underlined language as follows:

"4. UMC will provide all equipment and supplies not normally supplied by the City to City EMTs for the function of the MSU."

H. The underlined language is added to Attachment "C", Section A. as follows:

"A. UMC will pay City the following amount for staffing of the MSU:

1. $31.50 per hour worked for the EMT-Paramedic, as a staffing fee ("Staffing Fee") which shall not exceed $70,000.00 annually.
2. $27.50 per hour worked for the EMT-Basic, as a staffing fee which will not exceed $60,000 annually."

I. The underlined language is added to Attachment "C", Section C.1. as follows:

"1. The City shall request payment from UMC via invoice to UMC's Accounts Payable Department. The City shall submit its invoice on a monthly basis to UMC to account for all City employees utilized to staff the MSU, and for City labor and costs of materials and parts necessary to perform the MSU maintenance. All City invoices will reference this Agreement and the Effective Date of this Agreement. The City shall submit invoices within forty-five (45) days of month's end."

All other terms and conditions not amended herein to remain in full force and effect.

Signature page for the City of El Paso, First Amendment to Interlocal Agreement between the City of El Paso and the El Paso County Hospital District d/b/a University Medical Center of El Paso.

APPROVED this 13th **day of** December, **2022.**

CITY OF EL PASO

Oscar Leeser, Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Carlos L. Armendariz
Assistant City Attorney

APPROVED AS TO CONTENT:

Jonathan Killings
Interim Fire Chief

Signature page for the El Paso County Hospital District d/b/a University Medical Center of El Paso, First Amendment to Interlocal Agreement between the City of El Paso and the El Paso County Hospital District d/b/a University Medical Center of El Paso.

UNIVERSITY MEDICAL CENTER OF EL PASO



R. Jacob Cintron, President/CEO

APPROVED AS TO FORM:



Ryan Kerr, Attorney

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign an Interlocal Agreement by and between the City of El Paso ("City") and our Communities of Excellence partner, the El Paso County Hospital District d/b/a University Medical Center ("UMC") for the City to provide certain personnel and routine ambulance vehicle maintenance services for UMC's Mobile Stroke Unit in exchange for UMC paying the City an amount not to exceed $100,000.00 annually for the City's staffing services and a separate amount not to exceed $7,200.00 annually for the City's routine ambulance vehicle maintenance services, for an initial term of two (2) years beginning on June 1, 2021, subject to three one (1) year renewals.

PASSED and APPROVED this 25th day of May, 2021.

CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Josette Flores
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Mario M. D'Agostino, Fire Chief
El Paso Fire Department

THE STATE OF TEXAS	§	**INTERLOCAL AGREEMENT**
	§	
COUNTY OF EL PASO	§	**BETWEEN THE CITY OF EL PASO, TEXAS AND THE EL PASO COUNTY HOSPITAL DISTRICT D/B/A UNIVERSITY MEDICAL CENTER OF EL PASO FOR THE OPERATION OF A MOBILE STROKE UNIT**

This Interlocal Agreement ("**Agreement**") is made this 25th day of May, 2021 ("**Effective Date**") between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas ("**City**"), and the El Paso County Hospital District D/B/A University Medical Center of El Paso, a political subdivision organized and existing under the laws of the State of Texas ("**UMC**"). For the convenience of the parties, all defined terms appear in **bold face** print when first defined.

WHEREAS, the Texas Interlocal Cooperation Act, V.T.C.A., Government Code §791.001, *et seq.* allows local governments and political subdivisions of the state to contract among each other for the provision of governmental functions and services; and

WHEREAS, the City and UMC are authorized to enter into this Agreement pursuant to said Interlocal Cooperation Act for purposes of providing governmental services for the advancement of public health and welfare; and

WHEREAS, the City's Fire Department staffs, manages and maintains the City's ambulance fleet, and is ready and capable of providing ambulance services to the local community; and

WHEREAS, UMC owns and operates a Mobile Stroke Unit ("MSU") and seeks to offer specialized ambulance services with that MSU to the local community; and

WHEREAS, City and UMC may be referred to herein individually as a "Party" or collectively as the "Parties", and

WHEREAS, under the terms of this Agreement, the Parties are engaging in a governmental function by facilitating emergency medical services for the benefit of the residents of El Paso, Texas.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

SECTION 1. PURPOSE.

A. The City will provide emergency services personnel and MSU maintenance services to UMC in accordance with the provisions detailed in **Attachment "A"** ("**Work**").

B. UMC will respond to possible stroke emergency incidents upon the request of the Fire Chief or his designee, and will perform the services detailed in **Attachment "B"** ("Mobile Stroke Unit").

C. UMC will pay the City for the City's emergency service personnel who drive and work on the MSU, and City personnel who provide labor on the MSU, plus parts and supplies for routine maintenance costs for the MSU in accordance with the provisions set out in **Attachment "C"**.

D. The Parties agree that the MSU will transport the patient to the closest most appropriate hospital as time is of the essence in transporting suspected stroke patients. Transportation and treatment decisions shall be made in accordance with the usual and customary medical practices of the medical community and all applicable laws and regulations. UMC shall file a copy of its treatment protocols and transport policies with the Fire Chief and shall forward any changes in such protocols or procedures no less than five (5) business days prior to implementation of same.

E. Attending to the Customer. All patient care and transport decisions are the responsibility of the highest medically trained and highest credentialed person on the scene. After a complete patient assessment and if the patient is stable, patient will be attended by the most appropriate certified medical professional.

SECTION 2. TERM.

A. This Agreement will commence on the Effective Date and will be for a two (2) year term ("**Term**").

B. Renewal Period. This Agreement may be renewed for one year a total of three (3) times if both Parties agree. If UMC intends to renew this Agreement, then it must send a notice of intent renew to the City at least ninety (90) calendar days before the Term or any renewal period of this Agreement expires.

C. Notwithstanding Section 2, Paragraph B of this Agreement, prior to the expiration of the Term or any renewal period, the City Manager is authorized to grant a ninety (90) day extension of this Agreement under the same terms and conditions in effect at the time that UMC makes its written renewal, whether or not UMC timely submits its renewal request notice.

D. UMC understands, agrees, and accepts that the City reserves its rights to require: a) that the terms, conditions, and provisions of this Agreement be modified upon UMC's request for renewal of the Agreement and b) that UMC submit additional information and documents as conditions for renewing this Agreement.

SECTION 3. UMC STATUS AS A HOSPITAL DISTRICT.

A. Hospital District and Assumed Name. UMC shall, forward to and maintain on file with the Fire Chief documentation showing UMC's status as a hospital district in the State of Texas and a written statement of any name by which it does business if different than the hospital district entity name within fifteen (15) business days of the grant of this Agreement, unless required to be performed at an earlier time by other legal provisions.

B. Any additions or changes in the information, which is required to be submitted to the City pursuant to this section, shall be forwarded in written form by UMC to the Fire Chief within thirty (30) calendar days of such changes.

C. Non-compliance and Revocation. Failure to comply with this section shall constitute a material breach by UMC and shall constitute grounds for termination of this Agreement by the City.

SECTION 4. NO INDEMNIFICATION.

A. The Parties agree that neither Party will have the right to seek indemnification or contribution from the other Party for any losses, costs, expenses, or damages arising from this Agreement.

B. Each Party must handle any claims resulting from their actions in this Agreement.

C. Each Party agrees that each will be responsible for the acts or omissions of its respective representatives.

D. NEITHER PARTY IS AGREEING TO WAIVE IMMUNITY OR TO EXPAND ANY EXISTING WAIVER OF IMMUNITY, OF ANY KIND OR NATURE, FROM SUIT OR LIABILITY.

SECTION 5. INSURANCE.

A. UMC shall be required to obtain, and maintain in effect through the Term and any of the renewal periods of this Agreement, insurance coverage for motor vehicle liability and professional liability that meets the requirements set forth in Title 25, § 157, Texas Administrative Code.

B. If UMC self-insures, it shall submit evidence of financial responsibility by self-insuring to the limit imposed by the tort claims provisions of the Texas Civil Practice and Remedies Code.

C. If UMC obtains an insurance policy, it shall be written by an insurance company authorized to do business in Texas.

D. City understands that UMC is a political subdivision of the State of Texas and is governed by the Texas Tort Claims Act ("TTCA"), Chapter 101, Civil Practice and Remedies Code. As such, City understands and agrees that UMC provides coverage to its medical professionals up to the limits on liability set forth in the TTCA: $100,000.00 per individual and $300,000.00 per single occurrence for bodily injury or death.

E. UMC shall not operate its service during any period for which: 1) its insurance lapses for any reason; 2) its insurance is suspended, revoked or canceled; or 3) the amount of effective coverage of its insurance has been reduced below the minimum coverage amounts required by this Agreement. Failure to keep the policy in full force and effect throughout the term of this Agreement shall be grounds for termination of the Agreement.

F. UMC shall forward to the Fire Chief a copy of each certificate of insurance issued or evidence of self-insurance within ten (10) business days after the execution of this Agreement and as such, policy or policies are modified, renewed, suspended or canceled.

SECTION 6. TERMINATION.

A. This Agreement may be terminated as provided in this section.

1. **TERMINATION FOR CONVENIENCE**. Either Party may terminate this Agreement for any reason by sending a written notice to the non-terminating party at least ninety (90) calendar days before termination.

2. **TERMINATION BY EITHER PARTY FOR CAUSE**. Either Party may terminate this Agreement if one Party fails to fulfill the obligations set out in this Agreement. Before terminating this Agreement pursuant to this provision the terminating party will provide written notice of intent to terminate enumerating the failures for which the termination is being sought and provide at least ninety (90) calendar days to the non-terminating party to cure such failure. In the event the appropriate State agency suspends or revokes the required ambulance license, all activity under this Agreement shall cease until such time as said license has been reinstated by the State agency.

B. Upon termination of this Agreement for any reason, the MSU shall cease service until UMC enters into an ambulance franchise agreement with the City with regard to the MSU ambulance services. UMC shall not operate the MSU without city personnel unless UMC has a franchise agreement with the City.

SECTION 6. GENERAL PROVISIONS.

A. **NO WAIVER**. Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement will not operate as a waiver of such right.

B. **DRIVER'S LICENSE REQUIRED.** Anyone driving the MSU must possess at all times a valid driver's license.

C. **CURRENT REVENUES**. Pursuant to Section 791.011(d)(3), Texas Government Code, each Party paying for the performance of governmental functions or services will make those payments from current revenues available to the paying party.

D. **INDEPENDENT CONTRACTOR RELATIONSHIP.**

1. This Agreement does not create an employee-employer relationship between UMC and the City. As such, neither Party is subject to the liabilities or obligations obtained by the other under the performance of this Agreement.

2. In carrying out the terms of this Agreement, UMC shall employ its own personnel, and such employees shall be and act under the exclusive and complete supervision and control of their employer, save any personnel contracted from the City under the terms of this Agreement that shall provide services to UMC as independent contractors.

E. **TIME IS OF THE ESSENCE**. The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement **"business days"** means Monday through Friday excluding City of El Paso holidays and **"calendar days"** means Monday through Sunday excluding City of El Paso holidays. Whenever this agreement shall set forth any time for an act to be performed by or on behalf of a Party, the time shall be deemed of the essence and any failure within the control of the Party to perform within the time allotted shall be sufficient ground for the possible termination of the Agreement pursuant to Section 6 of this Agreement.

F. **NOTICES**. The parties will send all notices required by this Agreement in writing, postmarked, and delivered by certified mail. All notices are considered received three (3) business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt

of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

To the City:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890
With a Copy to:	The City of El Paso Attn: Fire Chief P. O. Box 1890 El Paso, Texas 79950-1890
To UMC:	President & CEO University Medical Center of El Paso Attn: President & CEO 4815 Alameda Ave. El Paso, Texas 79901

G. **CONFIDENTIALITY**.

1. The Parties agree to maintain and secure the confidentiality of the patients' protected health information as mandated by the Health Insurance Portability and Accountability Act ("**HIPAA**"). As City will have access to patient health information ("**PHI**"), the Parties agree to the Business Associate Agreement attached as **Attachment "D"** to this Agreement.

2. UMC acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act). In the event either party receives a request under the Texas Public Information Act for information the parties have agreed to be confidential either under this Agreement or otherwise excepted from disclosure under Chapter 552, Texas Government Code, the party shall immediately notify the other party and confer on whether disclosure should be opposed. It is expressly agreed that either Party may request a determination from the Attorney General of the State of Texas in regard to the application of the Texas Public Information Act to the requested information and whether the information is to be made available to the public. It is further agreed that either Party, its officers and employees shall have the right to rely on the determinations of the Texas Attorney General, and that either Party, its officers and employees shall have no liability to the other Party for disclosure to the public in reliance on a decision by the Attorney General.

3. Customer Medical Records and Privacy. UMC shall be responsible for protecting the rights of customers as set forth in the Emergency Health Care Act, Texas Health and Safety Code, Section 773.001 *et. seq.*, and other applicable laws, as amended.

H. **GOVERNING LAW**. This Agreement is governed by Texas law.

I. **VENUE**. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.

J. **JUDICIAL RELIEF, COSTS AND ATTORNEY'S FEES**. In addition to all remedies provided in this Agreement, the City or UMC shall have the right to apply to any court of competent jurisdiction to secure judicial relief, as it shall deem proper. Each Party shall pay its own costs and attorney's fees.

K. **SEVERABILITY.** A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.

L. **HEADINGS**. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.

M. **COMPLIANCE WITH THE LAWS**. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.

1. The MSU must comply fully with Texas Department of State Health Services requirements for Specialized Emergency Medical Service Vehicle, as amended.

2. Non-Discrimination. UMC shall not refuse mobile stroke ambulance transport service to any person or customer who requests the service for a lawful purpose and which UMC has the ability to render. UMC shall not, as to rates, charges, quality of service, or in any other respect, make or grant any unreasonable preference or advantage, nor subject any person to any prejudice or disadvantage.

3. Personnel and EEOC. The Parties shall strictly adhere to the equal employment opportunity requirements of federal and state statutes and local regulations, and laws related to nondiscrimination in effect at the time of the Effective Date and as amended.

N. **FORCE MAJEURE**. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.

O. **SUCCESSORS AND ASSIGNS**. This Agreement is binding on the City and UMC, and UMC's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement.

P. **THIRD-PARTY BENEFICIARIES**. There are no third party beneficiaries for this Agreement.

Q. **AMENDMENTS.** This Agreement may only be amended by written agreement signed by both Parties.

R. **PROVISIONS SURVIVING THIS AGREEMENT.** Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement.

S. **REPRESENTATIONS AND WARRANTIES**. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.

T. **ENTIRE AGREEMENT**. This Agreement constitutes the entire agreement between the parties.

Signature page for the City of El Paso, Interlocal Agreement between the City of El Paso and the El Paso County Hospital District d/b/a University Medical Center of El Paso.

APPROVED this 25th day of May 2021.

CITY OF EL PASO

Oscar Leeser, Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Josette Flores
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Mario M. D'Agostino
Fire Chief

Signature page for the El Paso County Hospital District d/b/a University Medical Center of El Paso , Interlocal Agreement between the City of El Paso and the the El Paso County Hospital District d/b/a University Medical Center of El Paso.

UNIVERSITY MEDICAL CENTER OF EL PASO



R. Jacob Cintron, President/CEO

Reviewed by Legal Department:



Ryan Kerr, Attorney

ATTACHMENT "A"

OBLIGATIONS OF THE CITY

A. **The City's Staffing Services**: The City will provide the following staffing services for UMC pursuant to the following terms and conditions:

1. The City agrees to provide staff as described in this Attachment "A", under the terms of this Agreement, no less than forty (40) hours per week, during MSU service periods, throughout the Term and any renewal period of this Agreement

2. The City, by and through the El Paso Fire Department ("EPFD") will provide an adequate pool of EMT-Paramedics to assure that the MSU is staffed by one EMT-Paramedic throughout MSU service periods to provide appropriate medical services consistent with EMT-Paramedic training and license requirements and to drive the MSU during the service periods.
   a. The EPFD will provide UMC with a list of eligible employees to staff and drive an MSU, including names and EMT-Paramedic license credentials and certification/license number.

3. The City will communicate to its EMT-Paramedics assigned to staff and drive the MSU that they will wear their appropriate EPFD EMT-Paramedic uniform while on duty on the MSU.

4. The City will communicate to its EMT-Paramedic assigned to staff and drive the MSU that said EMT-Paramedics will supply any equipment normally supplied by the City to City EMT-Paramedic in the performance of his duties.

5. The City will pay all payrolls, payroll taxes (including by not limited to Federal Social Security Taxes, Federal and State Unemployment Taxes and State Workers Compensation Taxes), insurance premiums, license fees, fingerprinting costs, outfitting expenses, and all other expenses of the City or City's employee in performing under this Agreement.

6. **Licensure/Certification/Registration:** The City shall, at all times during the term of this Agreement, satisfy all State and federal certifications, regulations, or licensure requirements and render services under this Agreement in compliance with all applicable statutes, regulations, standards, rules, and directives of state, federal, and other governmental and regulatory bodies having jurisdiction over the City. The City agrees to give written notice to UMC within five (5) business days in the case of suspension or revocation, or initiation of any proceeding that could result in any change in the status, suspension or revocation, of such licensure, certification, or registration.

Evidence of such licensing, certification or registration, if applicable, shall be submitted to UMC upon request.

7. **Code of Conduct**. City staff shall conduct themselves in a professional manner and abide by all applicable laws and regulations while the MSU is in service.

B. **The City's MSU Maintenance Services**: The City will provide the following MSU maintenance services for UMC pursuant to the following terms and conditions:

1. Upon request from UMC, EPFD will provide solely preventative maintenance on the MSU, including but not limited to the changing of engine oil, transmission fluid and other fluids as necessary, air filters, oil filters, belts and other items which are routinely inspected, maintained or changed for preventative maintenance according to manufacture recommendations.

2. The City shall not perform MSU maintenance (meaning either labor or cost of materials or part necessary to perform maintenance) in excess of the annual dollar amount set forth in Attachment "C".

3. The City shall not perform any maintenance on the MSU's medical equipment.

ATTACHMENT "B"

OBLIGATIONS OF UMC

A. **UMC's Obligations**: UMC will provide the Mobile Stroke Unit services in response to request of the Fire Chief or designee for possible stroke emergency incidents, pursuant to the following terms and conditions:

1. Availability of Service. UMC will offer the service at a minimum of forty (40) hours per week to the general public within the City of El Paso. This timeframe may be adjusted due to unit availability, i.e. maintenance, staffing and continuous education needs. The Parties will notify their personnel staffing the MSU that staff shall use their best efforts to schedule continuous education and maintenance at times that do not conflict with their MSU service. UMC shall notify the Fire Chief or designee when the unit becomes unavailable for service.

2. MSU Equipment. The MSU shall include the following equipment:
   a. UMC shall equip the MSU with a radio capable of maintaining direct radio communication with the EPFD Communications Center through either an 800MHz trunked commercial radio system. UMC shall so equip each ambulance at its sole expense and such radios shall be used to coordinate emergency communications with EPFD when responding to an incident as directed by the Fire Chief or when an emergency is encountered with in the Service Area.

3. UMC shall bill and collect charges for services from the patient or responsible party at UMC's sole expense.

4. UMC will provide all equipment and supplies not normally supplied by the City to City EMT-Paramedic for the function of the MSU.

B. In exchange for the MSU maintenance services provided to UMC by the City, UMC agrees to pay to the City the price set forth in Attachment "C" for the City's labor and the cost of the materials and parts necessary to perform maintenance.

C. **Permits**. UMC shall obtain and maintain, at its own expense, all required permits and licenses necessary for the operation of UMC's service under applicable laws and the terms of this Agreement.

D. **Licensure/Certification/Registration:** UMC shall, at all times during the term of this Agreement, satisfy all State and federal certifications, regulations, or licensure

requirements and render services under this Agreement in compliance with all applicable statutes, regulations, standards, rules, and directives of state, federal, and other governmental and regulatory bodies having jurisdiction over the MSU service offered to the public.

1. UMC shall give written notice to the City within five (5) business days in the case of suspension or revocation, or initiation of any proceeding that could result in any change in the status, suspension or revocation, of such licensure, certification, or registration.
2. Evidence of such licensing, certification or registration, if applicable, shall be submitted to the City upon request.
3. The basis set forth by the State of Texas for the suspension, revocation, or non-renewal of UMC's required license(s) shall not constitute a reasonable basis for the cancellation, termination or revocation of this Agreement by the City of El Paso; instead, it will constitute a suspension of the MSU service until such time as the license suspension, revocation or non-renewal is resolved.

E. **UMC STAFF**

1. Uniforms. UMC's MSU staff shall be required to wear uniforms while performing duties associated with the transportation and care of a customer. Uniform style and color provided by UMC shall have the prior written approval of the Fire Chief and shall not resemble the uniform of the Fire Department. UMC shall assure that its MSU personnel, when on the MSU or when on the scene of an emergency involving the MSU services, shall wear medical scrubs or other appropriate professional emergency medical attire (no cartoons or distracting images) and that they are prominently identified by the individual's last name and first initial of the first name, the certification of license level and the EMS Provider's name.

2. Representation as EMT. Neither UMC nor its employees shall hold out to the public in any manner that they are trained Emergency Medical Technicians or Paramedics unless they have been so certified by the Texas Department of State Health Services, Emergency Medical Services Division.

3. As a complement to the EMT-Paramedic provided by the City for MSU staffing purposes, UMC shall provide any other personnel needed to sustain current level of care for the patient as determined by the attending physician.

F. Statement from Physician; Reportable Communicable Diseases. If an individual employed by either Party contracts a communicable disease which is required to be reported to

appropriate federal, state or local health authorities, the Party employing the individual shall immediately notify the other Party that the individual is unable to perform their duties and shall, prior to permitting the individual to resume his or her duties, submit to the other Party, a physician's statement that the individual has recovered from his or her illness and may resume providing care as permitted by those laws governing emergency medical personnel and communicable diseases.

ATTACHMENT "C"

CONSIDERATION

A. UMC will pay City the following amount for staffing of the MSU:

1. $31.50 per hour worked, as a staffing fee ("Staffing Fee") which shall not exceed $100,000.00 annually.

B. UMC will pay City the following amount for maintenance of the MSU:

1. $65.00 per hour for City labor and the cost of materials and parts necessary to perform the maintenance, which shall not exceed $7,200.00 annually.

C. Payment shall be provided to the City by UMC as follows:

1. The City shall request payment from UMC via invoice to UMC's Accounts Payable Department. The City shall submit its invoice on a monthly basis to UMC to account for all City employees utilized to staff the MSU, and for City labor and costs of materials and parts necessary to perform the MSU maintenance. All City invoices will reference this Agreement and the Effective Date of this Agreement.

2. Payment in full shall be due to the City from UMC within forty-five (45) calendar days of receipt of an invoice from the City.

ATTACHMENT "D"

A. HHS PRIVACY REGULATIONS. The Health Insurance Portability and Accountability Act (HIPAA) Standards for Privacy of Individually Identifiable Health Information (Privacy Rule), as amended by the HITECH Act and regulations promulgated thereunder by the U.S. Department of Health and Human Services, and any subsequent amendments or modifications thereto (collectively, "HIPAA"); see 45 CFR Part 160 and Subparts A and E of Part 164, requires that City offer assurances to UMC that the City will safeguard any protected health information received or created on behalf of the City. Pursuant to this requirement, the following is set forth:

1. Definitions. The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear, or as provided in (l)(h) to this Section.

   a. Agreement shall refer to this document.

   b. Business Associate means City.

   c. HHS Privacy Regulations shall mean the Code of Federal Regulations ("C.F.R.") at Title 45, Sections 160 and 164, in effect, or as amended.

   d. Individual shall mean the person who is the subject of the Information, and has the same meaning as the term "individual" as defined in 45 C.F.R. 160.103, as amended.

   e. Information shall mean any "health information" provided and/or made available by UMC to BUSINESS ASSOCIATE, and has the same meaning as the term "health information" as defined by 45 C.F.R. 160.103, as amended.

   f. Parties shall mean UMC and BUSINESS ASSOCIATE.

   g. Secretary shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.

   h. Catch-all definition: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. Part 160 and 164, in effect, or as amended: breach, data aggregation, designated record set, disclosure, health care operations, protected health information, required by law, subcontractor, and use.

2. Limits on Use and Disclosure Established by Terms of Agreement. BUSINESS ASSOCIATE hereby agrees that it shall be prohibited from using or disclosing the Information provided or made available by UMC for any other purpose other than as expressly permitted or required by this Agreement (ref. 45 C.F.R. 164.504(e)(2).)

3. Stated Purposes for which BUSINESS ASSOCIATE May Use or Disclose Information. The Parties hereby agree that BUSINESS ASSOCIATE shall be permitted to use and/or disclose Information provided or made available from UMC for the following stated purposes: to provide ambulance, public health, and related support services (service) to the community of the CITY for the mutual benefit and general welfare of BUSINESS ASSOCIATE and UMC (ref. 45 C.F.R. 164.504(e)(2); 65 Fed. Reg. 82505.)

4. Use of Information for Management, Administrative and Legal Responsibilities. BUSINESS ASSOCIATE is permitted to use Information if necessary for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE. (ref. 45 C.F.R. 164.504(e)(4)(i)(A-B)).

5. Disclosure of Information for Management, Administration and Legal Responsibilities. BUSINESS ASSOCIATE is permitted to disclose Information received from UMC for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE, provided:
   a. The disclosure is required by law; or

   b. The BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies the BUSINESS ASSOCIATE of any instance of which it is aware in which the confidentiality of the information has been breached. (ref. 45 C.F.R. 164.504(e)(4)(ii)).

6. Data Aggregation Services. BUSINESS ASSOCIATE is also permitted to use or disclose Information to provide data aggregation services, as that term is defined by 45 C.F.R. 164.501, relating to the health care operations of UMC. (ref. 45 C.F.R. 164.504(e)(2)(i)(B)).

7. BUSINESS ASSOCIATE OBLIGATIONS:

   a. Limits on Use and Further Disclosure Established by Agreement and Law. BUSINESS ASSOCIATE hereby agrees that the Information provided or made available by UMC shall not be further used or disclosed other than as permitted or required by the Agreement or as required by law. (ref. 45 C.F.R. 164.504(e)(2)(ii)(A)).

b. Appropriate Safeguards. BUSINESS ASSOCIATE will establish and maintain appropriate safeguards to prevent any use or disclosure of the Information, other than as provided for by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(B)).

c. Reports of Improper Use or Disclosure. BUSINESS ASSOCIATE hereby agrees that it shall report to UMC within two (2) business days of discovery any use or disclosure of Information not provided for or allowed by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(C)).

d. Subcontractors and Agents. In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, BUSINESS ASSOCIATE agrees to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of BUSINESS ASSOCIATE agree in writing to the same restrictions and conditions that apply through this Agreement to BUSINESS ASSOCIATE with respect to such Information.

e. Right of Access to Information. BUSINESS ASSOCIATE hereby agrees to make available and provide a right of access to Information by an Individual. This right of access shall conform with and meet all of the requirements of Section 181.102 of the Texas Health and Safety Code, requiring that not later than the 15th business day after the date of the receipt of a written request from a person for the person's electronic health record, BUSINESS ASSOCIATE shall provide the requested record to the person in electronic form unless the person agrees to accept the record in another form, and with any further requirements of 45 C.F.R. 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(E)).

f. Correction of Health Information by Individuals. BUSINESS ASSOCIATE shall, upon receipt of notice from the UMC, amend or correct protected health information (PHI) in its possession or under its control.

g. Amendment and Incorporation of Amendments. BUSINESS ASSOCIATE agrees to make Information available for amendment and to incorporate any amendments to Information in accordance with 45 C.F.R. 164.504(e)(2)(ii)(F).

h. Provide Accounting. BUSINESS ASSOCIATE agrees to make Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504 (e)(2)(ii)(G)).

i. Access to Books and Records. BUSINESS ASSOCIATE hereby agrees to make its internal practices, books, and records relating to the use or disclosure of Information received from, or created or received by BUSINESS ASSOCIATE on behalf of UMC, available to the Secretary or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations. (ref. 45 C.F.R. 164.504(e)(2)(ii)(I)).

j. Return or Destruction of Information. At the termination of this Agreement, BUSINESS ASSOCIATE hereby agrees to adhere to 45 C.F.R. 164.504(e)(2)(ii)(J)). Provisions of this subsection shall survive termination of this Agreement.

k. Mitigation Procedures. BUSINESS ASSOCIATE agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of Information in a manner contrary to this Agreement or the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530 (f)).

l. Sanction Procedures. BUSINESS ASSOCIATE agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement of the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(e)(1))

m. Subpart E of 45 C.F.R. Part 164, as amended. To the extent BUSINESS ASSOCIATE is to carry out one or more of UMC'S obligations under Subpart E of 45 C.F.R. Part 164, as amended, BUSINESS ASSOCIATE shall comply with the requirements of Subpart E that apply to UMC in the performance of such obligation(s).

n. Prohibition against the Sale of Protected Health Information. The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.153, and any amendments of that section.

o. Notice and Authorization Required for Electronic Disclosure of PHI. The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.154, and any amendments of that section, regarding the requirement of providing notice to an Individual for whom the BUSINESS ASSOCIATE creates or receives protected health information if the Individual's PHI is subject to electronic disclosure.

p. State Law on Medical Records Privacy. The BUSINESS ASSOCIATE shall abide by the requirements set forth in Texas Health and Safety Code Section 181.001 et. seq., and any amendments of that chapter.

8. Property Rights. The Information provided by UMC to the BUSINESS ASSOCIATE shall be and remain the property of UMC. BUSINESS ASSOCIATE agrees that it

acquires no title or rights to the Information, including any de-identified Information, as a result of this Agreement.

9. Modifications. UMC and BUSINESS ASSOCIATE agree to modify this Business Associate Agreement, in order to comply with Administrative Simplification requirements of HIPAA, as set forth in Title 45, Part 164, of the Code of Federal Regulations, as amended.

10. Automatic Amendment. Upon the effective date of any amendment to the regulations promulgated by HHS with respect to PHI, this Business Associate Agreement shall automatically amend such that the obligations imposed on BUSINESS ASSOCIATE as a Business Associate remain in compliance with such regulations.

File #: 23-882, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

Districts 1, 2, 3, 4, 6, 7, 8
Environmental Services Department, Nicholas N. Ybarra, (915) 212-6000

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

That the Solid Waste liens on the attachment posted with this agenda be approved. (See Attachment A)

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: June 20, 2023
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Nick Ybarra, (915) 212-6000

DISTRICT(S) AFFECTED: 1, 2, 3, 4, 6, 7, 8

STRATEGIC GOAL: Goal 3 – Promote the Visual Image of El Paso

SUBGOAL:

SUBJECT:
That the Solid Waste liens on the attachment posted with this agenda be approved (See Attachment A).

BACKGROUND / DISCUSSION:
N/A

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X__ YES ___NO

PRIMARY DEPARTMENT: Environmental Services Department
SECONDARY DEPARTMENT:

**********REQUIRED AUTHORIZATION**********

DEPARTMENT HEAD: Nicholas H. Ybarra

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Revised 04/09/2021

ATTACHMENT A

SOLID WASTE LIENS

June 20, 2023

Address	Owner of Record	Amount	District
6869 S DESERT BLVD	WP CAMPUS PARK WEST LLC	$392.00	1
949 GOMEZ RD	JUAREZ CAROLINA	$379.50	1
316 BIRD AVE	PUGH STEPHEN THOMAS	$2,621.00	1
119 ATLANTIC RD	BEST DEAL INSUTALTION & CONTRACTING LLC	$427.00	1
3600 MONROE AVE	STEPHANIDIS TEDDIE	$469.00	2
4905 WICHITA CIRCLE	MCTA PROPERTIES LLC	$462.75	2
3410 HAMILTON AVE	GUERRERO GLORIA & MARTHA	$932.90	2
2527 MOREHEAD AVE	MOUNTAIN SHADOW APARTMENTS C/O MOUNTAIN SHADOW APARTMENTS LLC	$381.50	2
3214 IDALIA AVE	TORRES GREGORIO & CARMEN FI	$420.60	2
3510 MCKINLEY AVE	GONZALEZ VICTORIA R	$358.50	2
7801 HACIENDA AVE	GOMEZ ANA B	$334.00	3
1800 WAINWRIGHT DR	ANGELOS TOM	$682.00	3
5329 OLAN CT	SANDOVAL JOSE E & GLORIA R	$577.00	4
5829 PORPOISE DR	BOSQUE JOSE L & LILIA S	$1,258.00	4
10040 ALCAN ST	COTTONTAIL HOMES LLC	$343.50	4
1023 LOMA VERDE DR	ROJAS ANGELICA A H	$510.00	6
2401 RED SAILS DR AB	ALVAREZ DAVID	$339.00	6
3314 MARTINA PL	ANYSPA GROUP LLC – SERIES 3314 MARTINA PL	$637.00	6
2818 E GLEN DR AB	CHAN HON WAH & 1	$377.00	6
1512 ROBERT WYNN DR	DELGADO DANIELLE T	$339.00	7

9446 NOTTINGHAM DR	UNIGOB INVESTMENTS LLC SERIES D	$317.00	7
601 N RESLER DR	601 RESLER LLC	$344.00	8
1130 MYRTLE AVE	GARCIA JESUS & MAGDALENA	$344.00	8
1130 MYRTLE AVE	GARCIA JESUS & MAGDALENA	$442.00	8
1300 E PAISANO DR	ZAPATA ALFREDO G	$450.00	8
3425 PERA AVE	CJES INVESTMENTS LLC – SERIES HOLDINGS	$459.12	8
2909 CYPRESS AVE	NAVA ROBERT & MANUELA D C/O ROSE STERLING JONES	$595.00	8

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, WP CAMPUS PARK WEST LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 6869 S Desert Blvd, more particularly described as Nly Pt OF 1 (204.70 Ft On St- 462.25 Ft On S- 223.20 Ft On W- Irreg On N) (106301.0 Sq Ft), Block 1, Campus Park #1 Subdivision, City of El Paso, El Paso County, Texas, PID #C070-999-0010-0125

to be $392.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 30th day of March, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED NINETY TWO AND 00/100 DOLLARS ($392.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, JUAREZ CAROLINA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 949 Gomez Rd, more particularly described as Tr 1-N (2.0637 Ac), Block 10, Upper Valley Subdivision, City of El Paso, El Paso County, Texas, PID #U819-999-0100-01N0

to be $379.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 24th day of March, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SEVENTY NINE AND 50/100 DOLLARS ($379.50) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, PUGH STEPHEN THOMAS, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 316 Bird Ave, more particularly described as Lot 3 (11115 Sq Ft), , Marwood Replat Subdivision, City of El Paso, El Paso County, Texas, PID #M141-999-0000-0300

to be $2621.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 18th day of May, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount TWO THOUSAND SIX HUNDRED TWENTY ONE AND 00/100 DOLLARS ($2621.00) to be a lien on the above described property, said amount being due and

payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2023, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, BEST DEAL INSUTALTION & CONTRACTING LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 119 Atlantic Rd, more particularly described as Lot 1, Block 1, Pacific Park #2 Subdivision, City of El Paso, El Paso County, Texas, PID #P013-999-U201-0100

to be $427.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 28th day of March, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED TWENTY SEVEN AND 00/100 DOLLARS ($427.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, STEPHANIDIS TEDDIE, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 3600 Monroe Ave, more particularly described as Lots 31 & 32 (6600 Sq Ft), Block 25, Morningside Heights Subdivision, City of El Paso, El Paso County, Texas, PID #M794-999-0250-9100

to be $469.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 8th day of April, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED SIXTY NINE AND 00/100 DOLLARS ($469.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MCTA PROPERTIES LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 4905 Wichita Circle, more particularly described as Lot 2070, Block 85, Mountain View Subdivision, City of El Paso, El Paso County, Texas, PID #M851-999-0850-2100

to be $462.75, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 27th day of April, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED SIXTY TWO AND 75/100 DOLLARS ($462.75) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2023, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GUERRERO GLORIA & MARTHA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 3410 Hamilton Ave, more particularly described as Lots 25 & 26 (6000 Sq Ft), Block 43, Grandview Subdivision, City of El Paso, El Paso County, Texas, PID #G686-999-0430-7100

to be $932.90, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 29th day of April, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount NINE HUNDRED THIRTY TWO AND 90/100 DOLLARS ($932.90) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2023, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MOUNTAIN SHADOW APARTMENTS C/O MOUNTAIN SHADOW APARTMENTS LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 2527 Morehead Ave, more particularly described as Lots 14 & 15 (6000 Sq Ft), Block 33, Military Heights Subdivision, City of El Paso, El Paso County, Texas, PID #M436-999-0330-3100

to be $381.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 13th day of April, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED EIGHTY ONE AND 50/100 DOLLARS ($381.50) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2023, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, TORRES GREGORIO & CARMEN FI, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 3214 Idalia Ave, more particularly described as Lots 25 & 26 (6000 Sq Ft), Block 24, Grandview Subdivision, City of El Paso, El Paso County, Texas, PID #G686-999-0240-7300

to be $420.60, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 5th day of May, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED TWENTY AND 60/100 DOLLARS ($420.60) to be a lien on the above described property, said amount being due and payable within ten (10)

days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2023, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GONZALEZ VICTORIA R, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 3510 McKinley Ave, more particularly described as Lots 27 & 28 (6000 Sq Ft), Block 53, Grandview Subdivision, City of El Paso, El Paso County, Texas, PID #G686-999-0530-7900

to be $358.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 26th day of April, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FIFTY EIGHT AND 50/100 DOLLARS ($358.50) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2023, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GOMEZ ANA B, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 7801 Hacienda Ave, more particularly described as Lot 1, Block 2,
> Hervey Place Subdivision, City of El Paso, El Paso County, Texas,
> PID #H333-999-0020-0100

to be $334.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 12th day of April, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY FOUR AND 00/100 DOLLARS ($334.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 20__.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ANGELOS TOM, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 1800 Wainwright Dr, more particularly described as Lot 23, Block 8, Terry Allen Subdivision, City of El Paso, El Paso County, Texas, PID #T188-999-0080-6700

to be $682.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 27th day of April, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED EIGHTY TWO AND 00/100 DOLLARS ($682.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2023, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SANDOVAL JOSE E & GLORIA R, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 5329 Olan Ct, more particularly described as Lot 8 (7035 Sq Ft), Block 6, Skyview Subdivision, City of El Paso, El Paso County, Texas, PID #S502-999-0060-7100

to be $577.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 31st day of March, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED SEVENTY SEVEN AND 00/100 DOLLARS ($577.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, BOSQUE JOSE L & LILIA S, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 5829 Porpoise Dr, more particularly described as Lot 8 (6700 Sq Ft), Block 17, Dolphin Terrace Subdivision, City of El Paso, El Paso County, Texas, PID #D672-999-0170-2900

to be $1258.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 29th day of March, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount ONE THOUSAND TWO HUNDRED FIFTY EIGHT AND 00/100 DOLLARS ($1258.00) to be a lien on the above described property, said amount being due and

payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, COTTONTAIL HOMES LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 10040 Alcan St, more particularly described as Lot 54 (7150 Sq Ft), Block 7, Colonia Verde Subdivision, City of El Paso, El Paso County, Texas, PID #C741-999-0070-5400

to be $343.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 8th day of April, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY THREE AND 50/100 DOLLARS ($343.50) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ROJAS ANGELICA A H, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 1023 Loma Verde Dr, more particularly described as Lot 3, Block 1, Ranchos De Santiago Subdivision, City of El Paso, El Paso County, Texas, PID #R241-999-0010-0300

to be $510.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 21st day of April, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED TEN AND 00/100 DOLLARS ($510.00) to be a lien on the above described property, said amount being due and payable within ten (10) days

from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2023, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ALVAREZ DAVID, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 2401 Red Sails Dr AB, more particularly described as Sly 55 Ft Of 2 (Irreg On St 155.16 Ft On Sly 55 Ft On Wly 156.40 Ft On Nly) (7627 Sq Ft), Block 12, East Glen Subdivision, City of El Paso, El Paso County, Texas, PID #E054-999-0120-0760

to be $339.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 20th day of April, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY NINE AND 00/100 DOLLARS ($339.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2023, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ANYSPA GROUP LLC-SERIES 3314 MARTINA PL, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 3314 Martina Pl, more particularly described as Lot 8 (5115.87 Sq Ft), Block 12, Staton Heights #3 Subdivision, City of El Paso, El Paso County, Texas, PID #S619-999-0120-0800

to be $637.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15th day of Apil, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED THIRTY SEVEN AND 00/100 DOLLARS ($637.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2023, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, CHAN HON WAH & 1, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 2818 E Glen Dr AB, more particularly described as S 53.50 Ft On N 107 Ft Of 12 (Homesite) (3210 Sq Ft), Block 2, East Glen Replat B Subdivision, City of El Paso, El Paso County, Texas, PID #E054-999-0020-4400

to be $377.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 19th day of April, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SEVENTY SEVEN AND 00/100 DOLLARS ($377.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2023, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, DELGADO DANIELLE T, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 1512 Robert Wynn Dr, more particularly described as Lot 15, Block 226, Vista Del Sol #42 Subdivision, City of El Paso, El Paso County, Texas, PID #V893-999-2260-2900

to be $339.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 7th day of April, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY NINE AND 00/100 DOLLARS ($339.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, UNIGOB INVESTMENTS LLC SERIES D, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 9446 Nottingham Dr, more particularly described as Lot 12 (6000.00 Sq Ft), Block 13, Lancaster Addition #2 Subdivision, City of El Paso, El Paso County, Texas, PID #L201-999-0130-2300

to be $317.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 18th day of February, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SEVENTEEN AND 00/100 DOLLARS ($317.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, 601 RESLER LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 601 N Resler Dr, more particularly described as Sely Pt Of 1 (193.52 Ft On Ely- 255.18 Ft On Sly- 73.14 Ft On Wly- 225 Ft On Nly) (30000 Sq Ft), Block 3, West Hills #2 Subdivision, City of El Paso, El Paso County, Texas, PID #W145-999-0030-0170

to be $344.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 6th day of May, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY FOUR AND 00/100 DOLLARS ($344.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2023, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GARCIA JESUS & MAGDALENA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 1130 Myrtle Ave, more particularly described as N 91.5 Ft Of 15 & W 12.1667 Ft Of 16 & N 84 Ft Of E 12.8333 Ft Of 16 (4420.20 Sq Ft), Block 16, Franklin Heights Subdivision, City of El Paso, El Paso County, Texas, PID #F607-999-0160-6400

to be $344.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 13th day of April, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY FOUR AND 00/100 DOLLARS ($344.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2023, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GARCIA JESUS & MAGDALENA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 1130 Myrtle Ave, more particularly described as N 91.5 Ft Of 15 & W 12.1667 Ft Of 16 & N 84 Ft Of E 12.8333 Ft Of 16 (4420.20 Sq Ft), Block 16, Franklin Heights Subdivision, City of El Paso, El Paso County, Texas, PID #F607-999-0160-6400

to be $442.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 1st day of November, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FORTY TWO AND 00/100 DOLLARS ($442.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2023, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ZAPATA ALFREDO G, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 1300 E Paisano Dr, more particularly described as Lots 11 To 15, Block 72, Magoffin Subdivision, City of El Paso, El Paso County, Texas, PID #M028-999-0720-4600

to be $450.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 12th day of May, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FIFTY AND 00/100 DOLLARS ($450.00) to be a lien on the above described property, said amount being due and payable within ten (10) days

from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2023, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, CJES INVESTMENTS LLC-SERIES HOLDINGS, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 3425 Pera Ave, more particularly described as Lots 9 & 12 (14000.00 Sq Ft), Block 11, East El Paso Subdivision, City of El Paso, El Paso County, Texas, PID #E014-999-0110-1100

to be $459.12, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 11th day of May, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FIFTY NINE AND 12/100 DOLLARS ($459.12) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2023, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, NAVA ROBERT & MANUELA D C/O ROSE STERLING JONES, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 2909 Cypress Ave, more particularly described as Lot 5 (3500 Sq Ft),P-1 GARDEN, City of El Paso, El Paso County, Texas, PID #G126-999-0020-1700

to be $595.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 5th day of May, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED NINETY FIVE AND 00/100 DOLLARS ($595.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2023.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2023, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

ATTACHMENT A

SOLID WASTE LIENS

June 20, 2023

Address	Owner of Record	Amount	District
6869 S DESERT BLVD	WP CAMPUS PARK WEST LLC	$392.00	1
949 GOMEZ RD	JUAREZ CAROLINA	$379.50	1
316 BIRD AVE	PUGH STEPHEN THOMAS	$2,621.00	1
119 ATLANTIC RD	BEST DEAL INSUTALTION & CONTRACTING LLC	$427.00	1
3600 MONROE AVE	STEPHANIDIS TEDDIE	$469.00	2
4905 WICHITA CIRCLE	MCTA PROPERTIES LLC	$462.75	2
3410 HAMILTON AVE	GUERRERO GLORIA & MARTHA	$932.90	2
2527 MOREHEAD AVE	MOUNTAIN SHADOW APARTMENTS C/O MOUNTAIN SHADOW APARTMENTS LLC	$381.50	2
3214 IDALIA AVE	TORRES GREGORIO & CARMEN FI	$420.60	2
3510 MCKINLEY AVE	GONZALEZ VICTORIA R	$358.50	2
7801 HACIENDA AVE	GOMEZ ANA B	$334.00	3
1800 WAINWRIGHT DR	ANGELOS TOM	$682.00	3
5329 OLAN CT	SANDOVAL JOSE E & GLORIA R	$577.00	4
5829 PORPOISE DR	BOSQUE JOSE L & LILIA S	$1,258.00	4
10040 ALCAN ST	COTTONTAIL HOMES LLC	$343.50	4
1023 LOMA VERDE DR	ROJAS ANGELICA A H	$510.00	6
2401 RED SAILS DR AB	ALVAREZ DAVID	$339.00	6
3314 MARTINA PL	ANYSPA GROUP LLC – SERIES 3314 MARTINA PL	$637.00	6
2818 E GLEN DR AB	CHAN HON WAH & 1	$377.00	6
1512 ROBERT WYNN DR	DELGADO DANIELLE T	$339.00	7

9446 NOTTINGHAM DR	UNIGOB INVESTMENTS LLC SERIES D	$317.00	7
601 N RESLER DR	601 RESLER LLC	$344.00	8
1130 MYRTLE AVE	GARCIA JESUS & MAGDALENA	$344.00	8
1130 MYRTLE AVE	GARCIA JESUS & MAGDALENA	$442.00	8
1300 E PAISANO DR	ZAPATA ALFREDO G	$450.00	8
3425 PERA AVE	CJES INVESTMENTS LLC – SERIES HOLDINGS	$459.12	8
2909 CYPRESS AVE	NAVA ROBERT & MANUELA D C/O ROSE STERLING JONES	$595.00	8

File #: 23-903, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
City Clerk's Office, Laura D. Prine, (915) 212-0049

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

A Resolution scheduling standing Work Sessions in accordance with El Paso Municipal Charter.

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: City Clerk's Office

AGENDA DATE: June 20, 2023

CONTACT PERSON NAME AND PHONE NUMBER: Laura D. Prine, (915) 212-0049

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: GOAL 6 SET THE STANDARD FOR SOUND GOVERNANCE AND FISCAL MANAGEMENT

SUBGOAL: 6.8 Support transparent and inclusive government.

SUBJECT:

A Resolution to approve the transition from bimonthly Work Sessions to monthly Work Sessions in accordance with the El Paso Municipal Charter.

BACKGROUND / DISCUSSION:

In recent years, standing work sessions have been scheduled on Mondays before each Regular City Council Meetings or on Tuesdays of the affected weeks where a City holiday falls on a Monday.

Approval of this resolution will amend the work session schedule and agenda review meeting schedule to occur on a monthly basis consequently, a work session and agenda review meeting will be scheduled on the Monday before the second Regular City Council meeting of each month beginning in July with the next work session to be scheduled on July 17th.

PRIOR COUNCIL ACTION:

December 1, 2015 – a Resolution was adopted establishing standing Monday City Council Work Sessions.
February 16, 2021 – a Resolution was approved to allow a change in the meeting schedule from Monday/ Tuesday to Tuesday/Wednesday when a City holiday falls on a Monday.

AMOUNT AND SOURCE OF FUNDING:

N/A

**********REQUIRED AUTHORIZATION**********

DEPARTMENT HEAD: Laura D Prine 6/13/2023

RESOLUTION

WHEREAS, Section 3.5(A) of the El Paso City Charter, as approved by the voters on November 3, 2015, requires that Regular meetings of the Council shall be held in Council chambers no less than once every other week at such times as may be prescribed by resolution;

WHEREAS, Section 3.5(A) of the Charter also allows "special meetings and informal work sessions of the Council [to] be called by the Mayor or a majority of the entire Council by giving written notice to the City Clerk";

WHEREAS, on December 1, 2015, Council established the regularly scheduled meetings, and also resolved to call standing Monday City Council Work Sessions;

WHEREAS, Council desires to allow for flexible days for the regular meetings and standing Work Sessions for weeks that are affected by holidays or other City closures; and

WHEREAS, City Council wishes to hold one standing Monday City Council Work Session and agenda review meeting per month rather than every meeting week.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL AS FOLLOWS;

1. **REGULAR CITY COUNCIL MEETINGS.** Commencing on Tuesday, February 16, 2021, and continuing every other Tuesday thereafter, the El Paso City Council shall conduct Regular City Council meetings to address the business of City Council, including but not limited to the adoption of ordinances, provided however, that if such Tuesday falls on the day after a City holiday or other closure, City Council may conduct the regular meeting on Wednesday of that same week if there is a standing City Council Work Session scheduled for that week.

2. **STANDING CITY COUNCIL WORK SESSIONS.** Commencing on the Monday before the second Regular City Council meeting in July, 2023 and continuing the Monday prior to the second Regular City Council meeting every month thereafter, the El Paso City Council shall conduct a standing Work Session for the purpose of reviewing the agenda prior to the relevant Tuesday Regular City Council Meeting and any other matter which a Council member or the City Manager determine is appropriate for a standing City Council Work Session, or Executive Session items as determined appropriate by the City Attorney. However, if there is a City holiday or other closure on such Monday, City Council may conduct the standing work session on Tuesday of that same week.

3. By the adoption of this Resolution, the City Council Work Sessions are regularly scheduled and approved by a majority of Council. This Resolution shall constitute notice to the City Clerk as required by Section 3.5 (A) and no further action by the Mayor or City Council shall be required to call City Council Work Sessions on the

Monday immediately preceding the second Regular City Council Meetings each month, or the Tuesday immediately preceding Regular Wednesday City Council Meetings on weeks that the Council meeting is affected by a City holiday or other closure.

4. The City Manager is hereby authorized to set the agendas for the standing City Council Work Sessions and to cancel a standing City Council Work Session in the event he determines there is no need for a work session, or if a quorum of council is not available to attend the standing City Council Work Session.

5. That Exhibit "B", to the City Council Rules of Order when referring to call to the public during Regular City Council meetings shall include regular City Council meetings held on Wednesdays hereunder.

6. All City Council Rules and Procedures not expressly modified herein remain in full force and effect.

Passed and Approved this _____ day of _____, 2023.

CITY OF EL PASO

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Kristen L. Hamilton-Karam
Deputy City Attorney

File #: 23-884, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

District 8
Capital Improvement Department, Yvette Hernandez, (915) 212-1860

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

That the City Engineer is authorized to terminate Contract 2021-0026 (Central Business District, Phase IV) pursuant to the provisions of Local Government General Requirements and Covenants, Item 8L, Paragraph 8, and termination shall be effective upon approval by City Council. The City will make any final payment due to the Contractor upon termination of the Contract.

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: **June 20, 2023**
PUBLIC HEARING DATE: N/A
CONTACT PERSON(S) NAME AND PHONE NUMBER: **Yvette Hernandez, (915) 212-1860**

DISTRICT(S) AFFECTED: **8**
STRATEGIC GOAL: **No.7: Enhance and Sustain El Paso's Infrastructure Network**
SUBGOAL: **N/A**

SUBJECT:
That the City Engineer is authorized to terminate Contract 2021-0026 (Central Business District, Phase IV) pursuant to the provisions of Local Government General Requirements and Covenants, Item 8L, Paragraph 8, and termination shall be effective upon approval by City Council. The City will make any final payment due to the Contractor upon termination of the Contract.

BACKGROUND / DISCUSSION:

The Owner has determined the termination of the Contract is in the best interest of the City.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___NO

PRIMARY DEPARTMENT: Capital Improvement Department
SECONDARY DEPARTMENT:

*********************REQUIRED AUTHORIZATION**********************

DEPARTMENT HEAD: Hernandez

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Revised 04/09/2021

R E S O L U T I O N

WHEREAS, on July 7, 2021, the City of El Paso ("City") awarded Contract No. 2021-0026 Central Business District, Phase IV ("Contract") to Lesna Construction, Inc.; and

WHEREAS, pursuant to the Local Government General Requirements and Covenants, Item 8L, Paragraph 8, the City may terminate the Contract should the City determine that termination is in the best interest of the City; and

WHEREAS, the City has determined that termination of the Contract is in the best interest of the City and desires to terminate the Contract.

NOW, THEREFORE, BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF EL PASO:

That the City Engineer is authorized to terminate Contract 2021-0026 (Central Business District, Phase IV) pursuant to the provisions of Local Government General Requirements and Covenants, Item 8L, Paragraph 8, and termination shall be effective upon approval by City Council. The City will make any final payment due to the Contractor upon termination of the Contract.

APPROVED this _____ day of _____ 2023.

THE CITY OF EL PASO:

_____
Oscar Leeser,
Mayor

ATTEST

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Roberta Brito
_____
Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Yvette Hernandez
_____
Yvette Hernandez, City Engineer
Capital Improvements Department

CBD IV Contract Termination / Change Order

June 20, 2023

Contract Termination

- After months of delays, CBD IV project was not moving forward under the contractor Lesna's care
- Given the overall project delay, unsuccessful negotiations, and lack of project progress, the City could not afford the delays both financially and to the community
- **Both the City and Lesna have agreed amicably to end the contract**.

Change Order

- **Administrative** item to the termination of the contract
- This change order is a **Deductive** change order – **mechanism to zero out the Purchase Order to Lesna Construction**
- The amount of the deductive change equates to the work that was not completed
- The new contract amount of $2,399,031.83 includes $583,427.78 to be paid to Lesna Construction, Inc., for illumination materials and incidentals.

Project Location

- Campbell Street
- Kansas Street
- Oregon Street
- Father Rahm Ave
- 6th Avenue



Next Steps

- The designer of record prepared construction plans to complete the remaining work along Campbell Street.
- The Campbell Street construction package opened bids on June 14, 2023. Award and execution of contract to follow.

Recommendations

- That the City Engineer is authorized to terminate Contract 2021-0026 (CBD IV) pursuant to the provisions of Local Government General Requirements and Covenants. Termination shall be effective upon approval by City Council. The City will make any final payment due to the Contractor upon termination of the Contract.
- That the City Council approves the deductive change order in the amount of $10,522,005.17 to Contract No. 2021-0026.

Thank you

Mission

Deliver exceptional services to support a high quality of life and place for our community

Values

Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople

Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

Misión

Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

Valores

Integridad, **R**espeto, **E**xcelencia, **R**esponsabilidad, **P**ersonas

Visión

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño

File #: 23-888, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

District 8

Capital Improvement Department, Yvette Hernandez, (915) 212-1860

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

That the City Council approves a deductive change order in the amount of $10,522,005.17 to Contract No. 2021-0026 Central Business District Phase IV ("Project"). The new contract amount of $2,399,031.83 includes $583,427.78 to be paid to the Project contractor, Lesna Construction, Inc., for illumination materials and incidentals. There is no change in contract time resulting from this change order. The City Manager, or designee, is authorized to execute any documents necessary to carry out the intent of this Resolution.

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: **June 20, 2023**
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: **Yvette Hernandez, (915) 212-1860**

DISTRICT(S) AFFECTED: **8**

STRATEGIC GOAL: **No.7: Enhance and Sustain El Paso's Infrastructure Network**

SUBGOAL: **N/A**

SUBJECT:
That the City Council approves the attached deductive change order in the amount of $10,522,005.17 to Contract No. 2021-0026 Central Business District Phase IV ("Project"). The new contract amount of $2,399,031.83 includes $583,427.78 to be paid to the Project contractor, Lesna Construction, Inc., for illumination materials and incidentals. There is no change in contract time resulting from this change order. The City Manager, or designee, is authorized to execute any documents necessary to carry out the intent of this Resolution.

BACKGROUND / DISCUSSION:
The change order is for the deductive change order for the work not completed by Lesna Construction, Inc. in addition to the cost of materials on hand and delivery of said materials to a City of El Paso facility for the Central Business District Phase IV Project.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
FHWA and State – 80%
CO's – 20%

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___NO

PRIMARY DEPARTMENT: Capital Improvement Department
SECONDARY DEPARTMENT:

*********************REQUIRED AUTHORIZATION*********************

DEPARTMENT HEAD: Yvette Hernandez

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Revised 04/09/2021

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Council approves the attached deductive change order in the amount of $10,522,005.17 to Contract No. 2021-0026 Central Business District Phase IV ("Project"). The new contract amount of $2,399,031.83 includes $583,427.78 to be paid to the Project contractor, Lesna Construction, Inc., for illumination materials and incidentals. There is no change in contract time resulting from this change order. The City Manager, or designee, is authorized to execute any documents necessary to carry out the intent of this Resolution.

APPROVED THIS _____ DAY OF _____ 2023.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Yvette Hernandez, P.E.
City Engineer

CITY OF EL PASO CONSTRUCTION CHANGE ORDER

CONSTRUCTION CHANGE ORDER NO.: 7 **DATE:** May 15, 2023 ☐ **SCOPE CHANGE**

PROJECT: Central Business Distric Phase IV **SOLICITATION NO.** Solicitation 2021-0026 CSJ 0924-06-562 ☐ **CONSTRUCTION CHANGE**

Original Contract Amount:	$ 12,736,130.53	Contract Time to Final Completion	415
Net Change by previous Change Orders:	$ 184,906.47	Total days added due to Change Orders and CQN's	117
Net Change by previous Construction Quantity Notices:	$ -	Total days added for this Change Order	0
Amount of this Construction Change Order:	$ (10,522,005.17)	New Contract Time to Final Completion:	532
New Amended Contract Amount:	$ 2,399,031.83	Current Final Due Date	1/24/2024
Change Order Percentage:	-81.16%	New final Due Date	
			Contract to be terminated

CONTRACTOR NAME: Lesna Construction, Inc.

Please provide a detailed scope of work of the change order (see back for reason/justification):

Scope of Work: Compensate the contractor for remaining material on hand (134 Acorns and components).Contract will be terminated by convenience.

Specifications: Standard specifications for construction and maintenance of highways, streets and bridges. General conditions sections 4L and 9L.

Drawings: No changes in plans or specifications.

Cost and Bid Schedule:

Add line item to be included for final payment

- CO #7 Item 1 - Illumination Materials and Incidentals (Federal, State and Local Portion) for a total of $583,427.78 (invoice cost)	$	583,427.78

PO Line Item Reductions

Reduce line I (Federal and State funds) by	$	(7,608,436.67)
Reduce line II (Local funds) by	$	(325,278.06)
Close Lines IV, V, VI VII IX and X	$	(2,588,290.44)
Total	**$**	**(10,522,005.17)**
Current PO Amount	$	11,105,432.95
Remaining PO Amount after CO #7 Reduction	$	583,427.78

Time: No additional time

Summary:

Reduce contract amount by $10,522,005.17

NO CHANGE in contract time.

Work described above shall be performed in accordance to applicable specifications, special provisions, terms and conditions of the original contract. Unless specifically noted, this change order addresses all compensation for time, money, material, equipment, labor, tools, and incidentals including all direct and indirect costs associated with the scope of work.

WORKING DAYS ADDED TO CONTRACT TIME: 0 **TOTAL CHANGE ORDER AMOUNT:** $ (10,522,005.17)

CONTRACTOR

I, _____, of Lesna Construction, Inc. agree and accept the terms and conditions of this change order.

Signature: _____ Date: _____

CITY OF EL PASO (OWNER)

I, Yvette Hernandez, P.E. of the City of El Paso hereby authorize and direct the Contractor to proceed with additional work as described in this form.

Signature: _____ Date: _____

Yvette Hernandez, P.E.

CITY OF EL PASO CONSTRUCTION CHANGE ORDER- Pg. 2

CONSTRUCTION CHANGE ORDER NO.: 7 **DATE:** May 15, 2023 0 **SCOPE CHANGE**

PROJECT: Central Business Distric Phase IV **SOLICITATION NO.** on 2021-0026CSJ 0924- 0 **CONSTRUCTION CHANGE**

Project Number	PCP19TRAN03		
Class	38170/28300/28320/38290/38030/38230		
Department	190		
Fund	4950/4710/4510/4743/4970		
Account	580272		

PURCAHSE ORDER # 2200000031

CONTRACTOR NAME: Lesna Construction, Inc.

PROVIDE REASON/JUSTIFICATION FOR CHANGE ORDER:

The change order is necessary in order to compensate the contractor for materials on hand and to deliver material on hand to the City's facility since contract 2021-0026 for this project will be terminated.

Price and Time:
In August 17, 2022 the contractor initially requested the compensation of $158,357.67 for Project Overhead costs under Time Suspension Period (Time Impacts II). Request was rejected due to General Conditions 4.6.2 Project Overhead “Time extensions and suspensions alone will not be justification for reimbursement for the project overhead”. Breakdown of overhead costs was requested in August 22, 2022.

In October 28, 2022 contractor requested a compensation of $1,138,028.12 for Time Impacts II. Request for compensation included submittal process, RFI's, meetings, schedules, payments, payrolls, material on hand, contractor costs and additional bond costs. This request was rejected on December 23, 2022 due to the claim including un-reimbursable items and missing supporting documentation.

In January 31, 2023 contractor requested a compensation of $853,113.94. Request for compensation included illumination materials costs, subcontractor costs, additional bond costs and expenses of termination settlement. Request was rejected on February 17, 2023 due to the claim including un-reimbursable items and missing supporting documentation.

In February 24, 2023 contractor requested a compensation of $627,481.55. Request for compensation included:

*Illumination materials and incidentals with a total cost of $583,427.78 based on material invoices. This cost has been accepted and will be included in this CO.

*Subcontractor costs to deliver illumination materials to a City facility with a cost of $8,256.79. This cost has been accepted based on independent cost estimate (attached) using Equipment Watch. This will be paid as part of CO#8.

*Subcontractor markup with a cost of $29,584.29, this cost was based on 5% of the materials and subcontractor cost. This item has been rejected since subcontractor markup can only be added to subcontractor costs and not materials as per section 9L of the General Requirements and Covenants. Only $412.84 will be included in CO#8.
*Additional bond with a cost of $6,212.69, this cost was based on 1% of the materials and subcontractor cost. This item has been rejected since additional bond costs can only be added to subcontractor costs and not materials as per section 9L of the General Requirements and Covenants. Only $82.57 will be included in CO#8.

0 **TOTAL CHANGE ORDER AMOUNT:** $ (10,522,005.17)

Project Manager recommends approval: _____

Engineering Division Manager recommends approval: Margaret K Schroeder

Financing Department approval: (If Required) _____

REQUEST FOR PO INCREASE/DECREASE FOR CHANGE ORDER

CONSTRUCTION CHANGE ORDER NO.: 7 **DATE:** May 15, 2023 [x] **INCREASE** [ ] **DECREASE**

PROJECT: Central Business Distric Phase IV **SOLICITATION NO.** on 2021-0026CSJ 0924-

Project Number PCP19TRAN03
Class 38170/28300/28320/38290/38030/38230
Department 190
Fund 4950/4710/4510/4743/4970
Account 580272

PURCHASE ORDER # 2200000031

CONTRACTOR NAME: Lesna Construction, Inc.

AS A RESULT OF THIS CHANGE ORDER, PLEASE MAKE THE FOLLOWING ADJUSTMENT TO THE PUCHASE ORDER:

LINE	ADDED AMOUNT
1	$ (7,608,436.67)
2	$ (325,278.06)
4	$ (46,372.54)
5	$ (1,305,101.40)
6	$ (862,388.50)
7	$ (245,502.00)
9	$ (528.79)
10	$ (128,397.21)

TOTAL NET CHANGE TO PURCHASE ORDER

-$10,522,005.17

(should match cost below)

Additional funding/direction:

TOTAL CHANGE ORDER AMOUNT: -$10,522,005.17

Project Manager

Engineering Division Manager recommends approval: Margaret K Schroeder

Contract Compliance

CBD IV Contract Termination / Change Order

June 20, 2023

Contract Termination

- After months of delays, CBD IV project was not moving forward under the contractor Lesna's care
- Given the overall project delay, unsuccessful negotiations, and lack of project progress, the City could not afford the delays both financially and to the community
- **Both the City and Lesna have agreed amicably to end the contract**.

Change Order

- **Administrative** item to the termination of the contract
- This change order is a **Deductive** change order – **mechanism to zero out the Purchase Order to Lesna Construction**
- The amount of the deductive change equates to the work that was not completed
- The new contract amount of $2,399,031.83 includes $583,427.78 to be paid to Lesna Construction, Inc., for illumination materials and incidentals.

Project Location

- Campbell Street
- Kansas Street
- Oregon Street
- Father Rahm Ave
- 6th Avenue



Next Steps

- The designer of record prepared construction plans to complete the remaining work along Campbell Street.
- The Campbell Street construction package opened bids on June 14, 2023. Award and execution of contract to follow.

Recommendations

- That the City Engineer is authorized to terminate Contract 2021-0026 (CBD IV) pursuant to the provisions of Local Government General Requirements and Covenants. Termination shall be effective upon approval by City Council. The City will make any final payment due to the Contractor upon termination of the Contract.
- That the City Council approves the deductive change order in the amount of $10,522,005.17 to Contract No. 2021-0026.

Thank you

Mission

Deliver exceptional services to support a high quality of life and place for our community

Values

Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople

Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

Misión

Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

Valores

Integridad, **R**espeto, **E**xcelencia, **R**esponsabilidad, **P**ersonas

Visión

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño

File #: 23-870, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Community and Human Development, Nicole Ferrini, (915) 212-1659

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

A Resolution authorizing the City Manager to sign all contracts, contract amendments and related documents between the City of El Paso and the State of Texas to receive a projected $ 478,775 in 2023-2024 Homeless Housing and Services Program (HHSP) funds from the Texas Department of Housing & Community Affairs (TDHCA); and authorizing the Director of the Department of Community and Human Development (DCHD) to sign all contracts, amendments and related documents between the City of El Paso and agencies receiving sub-awards of 2023-2024 HHSP funds from the City, as well as all certifications, performance reports, and other related documents.

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: 6/20/2023
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Nicole Ferrini, 915-212-1659

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 8 – Nurture and promote a healthy, sustainable community

SUBGOAL: 8.1 – Deliver prevention, intervention and mobilization services to promote a healthy, productive and safe community

SUBJECT:
APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include $ amount if applicable.
Discussion and action on a resolution authorizing the City Manager to sign all contracts, contract amendments and related documents between the City of El Paso and the State of Texas to receive a projected $ 478,775 in 2023-2024 Homeless Housing and Services Program (HHSP) funds from the Texas Department of Housing & Community Affairs (TDHCA); and authorizing the Director of the Department of Community and Human Development (DCHD) to sign all contracts, amendments and related documents between the City of El Paso and agencies receiving sub-awards of 2023-2024 HHSP funds from the City, as well as all certifications, performance reports, and other related documents.

BACKGROUND / DISCUSSION:
Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?
In 2009, funding for the Homeless Housing and Services Program (HHSP), a program administered by the Texas Department of Housing & Community Affairs (TDHCA), was established by the Texas State Legislature to address the needs of persons and families experiencing homelessness, or at risk of becoming homeless.
The 2023-2024 formula allocation for El Paso in general HHSP funds is projected to be $358,611. These general HHSP funds will be sub-awarded to non-profit agencies providing homeless prevention, homeless assistance, and case management services. The City of El Paso is also projecting a supplemental set-aside of $120,164 specifically to support efforts to address youth homelessness. Those activities include homeless assistance and case management for youth ages 24 and below.

PRIOR COUNCIL ACTION:
Has the Council previously considered this item or a closely related one?
N/A

AMOUNT AND SOURCE OF FUNDING:
How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

Projected funding of $ 478,775 in HHSP funds from TDHCA

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X__ YES ___NO

PRIMARY DEPARTMENT: Department of Community + Human Development
SECONDARY DEPARTMENT: N/A

Revised 04/09/2021

********************REQUIRED AUTHORIZATION*********************

DEPARTMENT HEAD: 

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

WHEREAS, in 2009, funding for the Homeless Housing and Services Program (HHSP), a program administered by the Texas Department of Housing & Community Affairs (TDHCA), was established by the Texas State Legislature to address the needs of persons and families experiencing homelessness, or at risk of becoming homeless; and

WHEREAS, the Department of Community and Human Development (DCHD) is projecting level funding from the previous year, which would result in TDHCA appropriated General Revenue Funds in the amount of $478,775.00 to award to the City of El Paso under 2023-2024 HHSP funding to be executed under two contracts; one contract for general HHSP funds totaling $358,611 for homelessness prevention, homeless assistance and case management activities; the other for youth set-aside funds totaling $120,164 for homeless assistance and case management. The period of both contracts to run through August 31st, 2024.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. That the City Manager, or designee, be authorized to sign all contracts, contract amendments and related documents between the City of El Paso and the State of Texas and/or TDHCA for 2023-2024 HHSP funds; and

2. That the Director of DCHD, or designee, be authorized to sign all contracts, amendments and related documents between the City of El Paso and agencies receiving sub-awards from the City (Sub-Grantee Agencies) for 2023-2024 HHSP funds, as well as all certifications, performance reports, and related documents for TDHCA and Sub-Grantee Agencies.

APPROVED this _____ day of _____, 2023.

CITY OF EL PASO:

_____
Oscar Leeser, Mayor

ATTEST:

_____
Laura D. Prine, City Clerk

APPROVED AS TO FORM:

_____
Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicole Ferrini
Climate & Sustainability Officer

2023-2024 Homeless Housing and Services Program (HHSP) Tentative Recommended Budget

Applicant	Address	Project Description	Component	Rep. District	Current Budget (2023-2024)	Recommended 49th Year Budget
YWCA - YWCA HHSP	3700 Altura Ave. El Paso, TX 79930	YWCA will make decent housing available to at least 44 HHSP eligible individuals and 15 households through the provision of rental assistance, supportive services, and basic needs assistance.	Homeless Assistance Case Management	Citywide	$ 69,687.00	$ 91,310.00
El Paso Human Services - EPHSI Housing Program	820 Montana Ave. El Paso, TX 79902	At least 60 HHSP eligible clients/30 households will access or keep a suitable living environment through the availability of rental and/or financial assistance, case management and supportive services which will enable them to obtain and/or maintain affordable housing.	Homeless Assistance Homeless Prevention Case Management	Citywide	$ 115,913.00	$ 132,235.00
La Posada Home - La Posada HHSP	1020 N. Campbell St. El Paso, TX 79902	At least 75 HHSP eligible clients/20 households will recieve access to job training, self-help classes, parenting classes, and other services, which will empower clients to move into rental housing and maintain permanent housing for at least 6 months.	Homeless Assistance Case Management	Citywide	N/A	$ 126,866.00
El Paso Human Services - EPHSI Youth Transitional Housing Program	820 Montana Ave. El Paso Texas 79902	At least 10 HHSP Youth Set-Aside eligible clients and 8 households will receive access to a suitable living environment through the availability of transitional housing, case management and essential services, which will enable them to obtain permanent housing and exit to permanent affordable housing.	Homeless Assistance Case Management	Citywide	N/A	$ 99,210.00
Community + Human Development - HHSP City Administrative Fees	City 3, 801 Texas Ave, 3rd Floor El Paso, Texas, 79901	Grantee will use approximately 6% for administrative cost.	N/A	N/A	$ 29,154.00	$ 29,154.00
				48th YEAR HHSP BUDGET TOTAL	$ 214,754.00	$ 478,775.00

Community + Human Development

2023-2024
Homeless Housing and Services Program (HHSP) Recommendation



community + human development

Advance Equity — **Reduce Poverty** — **Build Sustainability**

Civic Empowerment

- **Equity + Access**
- Climate Action
- Volunteerism + Engagement

Human Services

- Homelessness
- Health + Wellbeing
- Recreation + Lifestyle

Neighborhood Development

- Housing
- Community Revitalization
- Quality of Life

Our responsibility is to serve as the catalyst for community partnerships, collaboration + change ensuring **equity, resilience + sustainability** for the most vulnerable El Pasoans by giving voice to the underrepresented, supporting a strong system of human services & investing in El Paso homes, families + neighborhoods.



Homeless, Housing and Services Program

STATE TDHCA FUNDS

HHSP OBJECTIVES:

General. The local objectives for HHSP General funding are to:

1. Prevent at-risk families and Individuals from becoming homeless;
2. Rapidly re-house individuals and families who are experiencing homelessness;
3. Provide case management to ensure successful outcomes.

Youth Set-Aside. The local objectives for HHSP Youth Set Aside funding are to:

1. Provide case management to eligible youth (Ages 18 to 24);
2. Provide transitional housing for youth (Ages 18 to 24) ;
3. Provide essential services to youth (Ages 18 to 24) in transitional housing.

2023-2024 HHSP General Recommendation

Projected Allocation: $358,611

1. Homeless Assistance (RRH): $191,267.27
2. Homeless Prevention: $30,390
3. Case Management: $104,029.72

2023-2024 HHSP Youth Recommendation

Projected Allocation: $120,164

1. Homeless Assistance (RRH): $52,204.20
2. Case Management: $47,005.80



For questions, please contact DCHD staff by email at HHSP@elpasotexas.gov

MISSION



Deliver exceptional services to support a high quality of life and place for our community

VISION



Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

VALUES

Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople

File #: 23-865, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Community and Human Development, Nicole Ferrini, (915) 212-1659

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

A Resolution authorizing the City Manager to sign all contracts, contract amendments and related documents between the City of El Paso and the State of Texas to receive $71,149 in 2023-2024 Ending Homelessness Fund (EHF) from the Texas Department of Housing & Community Affairs (TDHCA); and authorizing the Director of the Department of Community and Human Development (DCHD) to sign all contracts, amendments and related documents between the City of El Paso and agencies receiving sub-awards of 2023-2024 EHF funds from the City, as well as all certifications, performance reports, and other related documents.

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: 6/20/2023
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Nicole Ferrini, 915-212-1659

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 8 – Nurture and promote a healthy, sustainable community

SUBGOAL: 8.1 – Deliver prevention, intervention and mobilization services to promote a healthy, productive and safe community

SUBJECT:
APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include $ amount if applicable.
Action on a resolution authorizing the City Manager to sign all contracts, contract amendments and related documents between the City of El Paso and the State of Texas to receive $71,149 in 2023-2024 Ending Homelessness Fund (EHF) from the Texas Department of Housing & Community Affairs (TDHCA); and authorizing the Director of the Department of Community and Human Development (DCHD) to sign all contracts, amendments and related documents between the City of El Paso and agencies receiving sub-awards of 2023-2024 EHF funds from the City, as well as all certifications, performance reports, and other related documents.

BACKGROUND / DISCUSSION:
Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?
In 2017, funding for the Ending Homelessness Fund (EHF), a program administered by the Texas Department of Housing & Community Affairs (TDHCA), was established by the Texas State Legislature to address the needs of persons and families experiencing homelessness, or at risk of becoming homeless.
The 2023-2024 EHF award for El Paso is $71,149. EHF will be sub-awarded to a non-profit agency providing homeless prevention, homeless assistance, and/or case management services.

PRIOR COUNCIL ACTION:
Has the Council previously considered this item or a closely related one?
N/A

AMOUNT AND SOURCE OF FUNDING:
How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

$71,149 in EHF funds from TDHCA

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X__ YES _____NO

PRIMARY DEPARTMENT: Department of Community + Human Development
SECONDARY DEPARTMENT: N/A

********************REQUIRED AUTHORIZATION********************

DEPARTMENT HEAD: _____

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

WHEREAS, in 2017, funding for the Ending Homelessness Fund (EHF), a program administered by the Texas Department of Housing and Community Affairs (TDHCA), was established by the Texas State Legislature to address the needs of persons and families experiencing homelessness, or at risk of becoming homeless; and

WHEREAS, the City of El Paso's Department of Community and Human Development (DCHD) has been awarded $71,149 of 2023-2024 EHF funds by the TDHCA to be executed under one contract for homelessness prevention, homeless assistance, and case management activities.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager, or designee, is authorized to sign all contracts, contract amendments and related documents between the City of El Paso and the State of Texas and/or Texas Department of Housing and Community Affairs for 2023-2024 EHF funds; and

That the Director of DCHD be authorized to sign all contracts, amendments and related documents between the City of El Paso and agencies receiving sub-awards from the City (Sub-Grantee Agencies) for 2023-2024 EHF funds, as well as all certifications, performance reports, and related documents for TDHCA and Sub-Grantee Agencies. Further, that the City Manager or designee, is authorized to exercise all rights under the signed agreements including termination and reallocation of funds.

APPROVED this _____ day of _____ 2023.

THE CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicole Ferrini
Climate & Sustainability Officer

HQ 23-930 | Tran #495161 | CHD
TDHCA-Ending Homeless Fund (EHF)
JG

2023-2024 Homeless Housing and Services Program (HHSP) Tentative Recommended Budget

Applicant	Address	Project Description	Component	Rep. District	Current Budget (2023-2024)	Recommended 49th Year Budget
The Salvation Army	4300 E. Paisano, El Paso, Texas 79905-4339	At least 78 individuals/26 households will obtain a suitable living environment through the availability and provision of case management, homeless prevention, and rapid rehousing activities.	Homeless Assistance Homeless Prevention Case Management	Citywide	N/A	$ 71,149.00
			49th YEAR EFN BUDGET TOTAL		$ -	**$ 71,149.00**

Community + Human Development

2023-2024

Ending Homelessness Fund (EHF) Grant

community + human development

Advance Equity — **Reduce Poverty** — **Build Sustainability**

Civic Empowerment

- **Equity + Access**
- Climate Action
- Volunteerism + Engagement

Human Services

- Homelessness
- Health + Wellbeing
- Recreation + Lifestyle

Neighborhood Development

- Housing
- Community Revitalization
- Quality of Life

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2023-2024 Ending Homelessness Fund (EHF) Grant Recommendation

Texas Department of Housing and Community Affairs (TDHCA) distributes the contributions to the Fund to eligible cities and counties that administer the current state-funded Homeless Housing and Services Program (HHSP).

$71,149

1. Homeless Assistance (RRH)
2. Homeless Prevention
3. Case Management

Mission

Deliver exceptional services to support a high quality of life and place for our community

Values

Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople

Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

Legislation Text

File #: 23-890, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Capital Improvement Department, Yvette Hernandez, (915) 212-1860

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

That Interim City Manager, Cary Westin, be appointed as a City Representative to the Transportation Policy Board (TPB) for the Metropolitan Planning Organization to replace City Manager, Tomas Gonzalez, effective immediately.

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: **June 20, 2023**
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: **Yvette Hernandez, (915) 212-1860**

DISTRICT(S) AFFECTED: **All Districts**

STRATEGIC GOAL: **No.7: Enhance and Sustain El Paso's Infrastructure Network**

SUBGOAL: **N/A**

SUBJECT:
That Interim City Manager, Cary Westin, be appointed as a City Representative to the Transportation Policy Board (TPB) for the Metropolitan Planning Organization to replace City Manager, Tomas Gonzalez, effective immediately.

BACKGROUND / DISCUSSION:
TPB bylaws provide that representatives of local units of government shall be appointed by and serve at the pleasure of the appointing local units of government they represent. There has become a vacancy regarding a city representative on the TPB and the City of El Paso now desires to appoint Interim City Manager, Cary Westin, as a City representative to the TPB replacing City Manager, Tomas Gonzalez.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ___ YES ___NO

PRIMARY DEPARTMENT: Capital Improvement Department
SECONDARY DEPARTMENT:

********************REQUIRED AUTHORIZATION*********************

DEPARTMENT HEAD: Yhernandez

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Revised 04/09/2021

RESOLUTION

WHEREAS, the By-laws and Procedures for the Metropolitan Planning Organization's Transportation Policy Board (TPB) provide that the City of El Paso's representation on the TPB shall be equal to the number of unincorporated Texas municipalities who have representation on the TPB; and

WHEREAS, the TPB bylaws provide that representatives of local units of government shall be appointed by and serve at the pleasure of the appointing local units of government they represent; and

WHEREAS, there has become a vacancy regarding a City representative on the TPB; and

WHEREAS, the City of El Paso now desires to appoint Interim City Manager, Cary Westin, as a City representative to the TPB replacing City Manager, Tomas Gonzalez.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That Interim City Manager, Cary Westin, be appointed as a City Representative to the Transportation Policy Board (TPB) for the Metropolitan Planning Organization to replace City Manager, Tomas Gonzalez, effective immediately.

PASSED AND APPROVED this _____day of _____ 2023.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine City Clerk

APPROVED AS TO FORM:

_____
Roberta Brito
Assistant City Attorney

HQ 23-951 | Tran #495413 | CID
TPB Board Appointment -Cary Westin
RAB

File #: 23-902, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

Members of the City Council, Mayor Oscar Leeser, (915) 212-0021

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Camille Maldonado-Rivera to the City Accessibility Advisory Committee by Mayor Oscar Leeser.

Board Appointment Form

City Clerk

Submitted On:
Jun 13, 2023, 11:51AM MDT

Appointing Office	Mayor Oscar Leeser
Agenda Placement	Consent
Date of Council Meeting	Tuesday, June 21, 2023
Name of Board	City Accessibility Advisory Committee
Agenda Posting Language	Re-appointment of Camille Maldonado-Rivera to the City Accessibility Advisory Committee by Mayor Oscar Leeser.
Appointment Type	Regular
List the nominee's qualifications to serve on this Board	Resume is attached.
Nominee Name	Camille Maldonado Rivera
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted]
Nominee Primary Phone Number	[redacted]
Which District does the nominee reside in?	District 6
Does the appointee have a relative working for the City?	N/A
Has the appointee been a member of any other city boards?	City Accessibility Advisory Committee
List all real estate owned in El Paso County	[redacted]
Previous Appointee	Camille Maldonado Rivera
Reason for Vacancy	Term Expired
Date of Appointment	June 20, 2023
Term Begins On	April 21, 2023
Term Expires On	April 20, 2025
Term	1st Term
Upload File(s)	Resume Camille Maldonado Rivera.pdf

CAMILLE *MALDONADO-RIVERA*

[redacted]

Knowledgeable training leader with proven skills in program and team management. Successful at evaluating training needs and program operations to make effective decisions. Conversational abilities in English and Spanish. Energetic and multi-dimensional lecturer specialized in various topics in the disabilities area, as well as parent and professional's resources and services in the community.

EXPERIENCE

JANUARY 2023 – PRESENT

Beautiful Minds MALI Board of Directors Chair

- Lead the board by engaging individual board members to work as a unit.
- Serve as the contact point for individual board members on boar issues.
- Create a purposeful agenda in collaboration with the chief executive and follow it.
- Thoughtfully contributed to board plans and strategic decision making.
- Offered recommendations to board on ways to improve success of proposed plans and assure efficient execution.
- Directing, alongside board members, the non-profit organization events, especially the Annual Art Exhibition for Individuals with Different Abilities and Siblings.
- Created programs to promote new opportunities for individuals with disabilities and their family members in the areas of science, engineering, and art, as part of the Beautiful Minds MALI way of promoting its values and goals.
- Worked with team members and staff in educating and assisting individuals with different abilities to create beautiful art pieces and promote the need of equal opportunities and inclusion of individuals with disabilities.

MARCH 2022 – PRESENT

Collaboration with Beautiful Minds MALI, Angel's Mission and Proyecto RISAS

- Training for El Paso County Constables on Autism and Sensory Processing Disorder
  - The purpose of this training is to educate the officers in Autism Spectrum Disorder and Sensory Processing Disorder so that they can identify these individuals and better serve the community.
  - Definition and characteristics on both, Autism Spectrum Disorder and Sensory Processing Disorder.
  - Data and statistics.
  - Explanation of all senses and how they affect the behavior of individuals on the spectrum.
  - Tips on how to best approach, address and engage an individual on the spectrum.

MAY 2021 – AUGUST 2021

EL PASO LEADERSHIP AND ADVOCACY INSTITUTE COORDINATOR

PASO DEL NORTE CHILDREN'S DEVELOPMENT CENTER, EL PASO, TEXAS

- Completed the Partners in Policy Making on-line training from the Minnesota Governor's Council on Developmental Disabilities.
- Responsible for the coordination and implementation of the grant funded program, El Paso Leadership and Advocacy Institute.
- Set agenda, organized plans and managed program operations, updates, and new implementations.
- Worked alongside PDN Children's leadership to establish clear training goals for parents and professionals caring for individuals with disabilities.
- Teach the institutes at least twice a month and/or secure presenters knowledgeable in the topic.
- Collaborated with program partner to promote program and recruit a minimum of 30 participants to complete the Leadership and Advocacy Institute program, reaching a goal of more than 100 participants in 4 months.
- Planed and coordinated meetings with program partner for the El Paso Disability Coalition.
- Recruited new and existing ten-percenters to become involved in the El Paso Disability Coalition and its efforts.
- Created and hosted ten-percenters event with community leaders in advocacy.
- Identified advocacy opportunities for graduates of the institutes to join non-profit boards, stakeholder meetings, advisory boards, and any other advocacy opportunity.
- Maintained client records, participant information, and collect and prepare evaluative data.
- Provided accurate data and complete monthly and quarterly reports by set deadlines.
- Attended Community Resource Center (CRC) meetings as advised by CRC Supervisor.

DECEMBER 2020 – 2022

BOARD OF DIRECTORS SECRETARY

BEAUTIFUL MINDS MALI, EL PASO, TEXAS

- Thoughtfully contributed to board plans and strategic decision making.
- Set board agendas and schedules and oversaw performance and progress.
- Offered recommendations to board on ways to improve success of proposed plans and assure efficient execution.
- In charge of photography and video to manage and maintain the non-profit organization website by writing content in Facebook and Instagram pages, creating email, and promoting the events and organization.
- Directing, alongside board members, the non-profit organization events, especially the Annual Art Exhibition for Individuals with Different Abilities and Siblings.
- Boosted parents and community members participation in Facebook and Instagram pages more than 100% by driving engagement, increasing outreach, and improving service offerings.

- Created programs to promote new opportunities for individuals with disabilities and their family members in the areas of science, engineering, and art, as part of the Beautiful Minds MALI way of promoting its values and goals.
- Collaborated in the implementation of Project Fusion and The Art Spot to promote family time, learning through experiences, creativity, and exploration and in a family-driven environment.
- Worked with team members and staff in educating and assisting individuals with different abilities to create beautiful art pieces and promote the need of equal opportunities and inclusion of individuals with disabilities.

JANUARY 2019 – CURRENT

Volunteer Parent Leader

Partners Resource Network – PEN Project, El Paso, TX

- Assisted parents in receiving high-quality, appropriate, and up-to-date information on IDEA law, Section 504, services, and resources for children with disabilities.
- Worked successfully with diverse group of coworkers to accomplish goals and create better opportunities for parents and self-advocates ages 0-26 years, to get educated and become better advocates.
- Assisted parents before, during and after ARD meetings.
- Presented workshops and webinars on a variety of Special Education topics like IDEA law, Section 504, Autism, ADHD, Sensory Processing Disorder, ARD Process, Evaluation and Services for Individuals with Disabilities, among others.
- Keep an organized file of parent information and resources provided while assisting families over the phone or in-person.
- Worked closely with team members to deliver project requirements, develop solutions, and meet deadlines.
- Assisted team members in yearly events like Camp Ability, PEN Project conferences, and monthly support meetings in partnership with the Socorro Independent School District Autism Specialists.

AUGUST 2019 – CURRENT

VOLUNTEER LECTURER

Children's Disabilities Information Coalition (CDIC) – El Paso, TX

- Created instructional and lecture plans for classes in compliance with course objectives, in various topics relating to disabilities.
- Created presentations to deliver lectures at in-person and online learning environments.
- Prepared and delivered lectures to parents and professionals on topics such as Sensory Processing Disorder, Autism and ADHD during conferences, symposiums, in-person classes and webinars.
- Assisted staff and team members in creating plans and opportunities for individuals with disabilities in collaboration with community partners like PEN Project, Paso del Norte Children's Development Center, Region 19 Special Education Department, The Ark of El Paso, MCH Family Outreach and others.

- Assisted in providing classes or presentations for the Autism Academy and the ADHD Academy in partnership with PDN Children's and Ysleta Independent School District.
- Collaborated in the creation, writing, and editing of the book "Hopelighting" for the 32nd Annual Children's Disabilities Symposium "Empowering *This* Ability".

AUGUST 2018 – CURRENT

VOLUNTEER LECTURER

Paso del Norte Children's Development Center – El Paso, TX

- Utilized diverse teaching methods, lectures, presentations, and class activities to deliver proper education to parents and professionals that care for individuals with disabilities in such disability's characteristics and resources.
- Organized activities and class events to drive learning objectives and promote engagement.
- Created presentations to deliver lectures in classrooms and online learning environments.
- Selected innovative teaching methods to deliver course content.
- Prepared and delivered lectures to parents and professionals on topics such as Autism Definition and Diagnosis, Sensory Processing Disorder, ADHD Definition and Diagnosis, Biomedical Interventions for Autism, Medications and Treatment Options for ADHD, IDEA law, Section 504, and Rights and Responsibilities of Parents of Individuals with Disabilities.
- Attended and spoke at conferences and seminars, sharing information and insights gleaned from such events.
- Improved knowledge of Autism, ADHD, Sensory Processing Disorder, IDEA law and Section 504, through continuous learning, research and participation in workshops and conferences.

MARCH 2018 – CURRENT

VOLUNTEER PARENT

Autism Society of Texas El Paso – El Paso, TX

- Assisted board members in creation of events and opportunities for families of children impacted by Autism.
- Assisted families in providing up-to-date information and resources about autism and related services.
- In charge of photography and video of the Annual Run/Walk for Autism and providing these digital photos to parents and family members through the Autism Society of Texas-El Paso Facebook page.
- Collaborated with community partners in updating the new resource center.

MARCH 2008 – APRIL 2009

IN-HOME SENIOR CARE

COMFORT KEEPERS SENIOR CARE, EL PASO, TEXAS

Education

December 2007
DOCTOR OF MEDICINE, GENERAL MEDICINE
UNIVERSIDAD IBEROAMERICANA, SANTO DOMINGO, DOMINICAN REPUBLIC

MAY 2002
BACHELOR'S DEGREE IN SOCIAL STUDIES
UNIVERSIDAD DE PUERTO RICO, RIO PIEDRAS CAMPUS
Major: Political Science
Minor: Natural Sciences (Biology)

MAY 1998
HIGH SCHOOL DIPLOMA
COLEGIO DE LA SALLE, BAYAMON, PUERTO RICO

NOVEMBER 2021
COMMUNITY WORKSHOP – PARENTING THE SENSOERY CHILD
STAR INSTITUTE (ONLINE TRAINING), COLORADO CITY, COLORADO

JANUARY 2019
PARENT LEADERSHIP TRAINING
PEN PROJECT, EL PASO, TEXAS

Skills

- Critical thinking
- Problem Solving
- Creative
- Project coordination
- Process evaluation
- Documentation skills
- Great interpersonal skills
- Empathic
- Work well with team members/partners
- Service oriented
- Bilingual
- Continuous training/updating skills

Activities

As a mom of two amazing kids, I am a family-oriented person. I enjoy cooking, baking and the outdoors, especially camping with my husband. One of my favorite hobbies is photography. I enjoy my volunteer work and I do it to make an impact in my community, I believe is the best legacy I can leave my kids and the future generations. Working with children and young adults is my favorite type of volunteer work, alongside educating parents and professionals.

PRESENTATIONS

- PDN Children's Autism Academy (2019 – Present)
    - Biomedical Interventions for Autism
    - Sensory Processing Disorder
- PDN Children's ADHD Academy (2019 – Present)
    - ADHD Medications and Other Treatments
- Parent Leader presentations for PEN Project/SISD Autism Specialists monthly meetings (2019 – Present)
    - Autism
    - IDEA law and 504 plan
    - Organizing Your Child's Paperwork
    - Documentation of Your Child's Records
    - Mental Health for Caregiver
    - The ARD Process
    - Sensory Processing Disorder
- Canutillo Student Support Services-CISD Hub with Maria Fuentes (2023)
    - Sensory Processing Disorder
- Canutillo ISD Autism Conference (2022)
    - Sensory Processing Disorder
- 33rd Annual Disabilities Symposium "Empowering *This* Ability" (2022)
    - Keynote Speaker – "Hopelighting"
- Together for Autism Region 19 Conference (2022)
    - "Hopelighting"
- 7mo Congreso Binacional de Autismo (2022)
    - Trastorno de Procesamiento Sensorial
- Autism Tuesdays 2022
    - Sensory Processing Disorder
- Canutillo Student Support Services (2021)
    - Sensory Processing Disorder
- 32nd Annual Disabilities Symposium "Empowering *This* Ability" (2021)
    - "Hopelighting" Co-Author
- Together for Autism Region 19 Conference 2021
    - Sensory Processing Disorder
- PEN Project Conferencia Anual de Educación Especial "Unidos por un Futuro Mejor"
    - Sensory Processing Disorder (2021)
    - ADHD (2020)
- 31st Annual Disabilities Symposium "Empowering *This* Ability" (2019)
    - Sensory Processing Disorder

File #: 23-908, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

Members of the City Council, Representative Alexsandra Annello, (915) 212-0002

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Juan Carlos Gomez to the Capital Improvements Advisory Committee by Representative Alexsandra Annello, District 2.

Board Appointment Form

City Clerk

Submitted On:
Jun 13, 2023, 12:55PM MDT

Appointing Office	Representative Alexsandra Annello, District 2
Agenda Placement	Consent
Date of Council Meeting	Tuesday, June 21, 2023
Name of Board	Capital Improvements Advisory Committee
Agenda Posting Language	Appointment of Juan Carlos Gomez to the Capital Improvements Advisory Committee by Representative Alexsandra Annello, District 2.
Appointment Type	Regular
List the nominee's qualifications to serve on this Board	Background in Education and a Master's in Public Administration. Outstanding Public Administration Research Award from the Institute for Policy and Economic Development at the University of Texas El Paso and a part of Pi Alpha Alpha, the National Honor Society for Public Affairs and Administration at the University of Texas El Paso.
Nominee Name	Juan Carlos Gomez
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted]
Nominee Primary Phone Number	[redacted]
Which District does the nominee reside in?	District 2
Does the appointee have a relative working for the City?	N/A
Has the appointee been a member of any other city boards?	N/A
List all real estate owned in El Paso County	[redacted]
Previous Appointee	Victor Soto
Reason for Vacancy	Term Expired
Date of Appointment	June 20, 2023
Term Begins On	October 29, 2022
Term Expires On	October 28, 2025
Term	1st Term
Upload File(s)	juan carlos gomez resume.pdf

Juan Carlos Gomez

[redacted]

Education

August 2016— October 2017
Principal Alternative Certification Academy
Region 19 Education Service Center

August 2004 - December 2006
Master's of Public
Administration
University of Texas-El Paso

August 1992 - May 1997
Bachelor of Arts
University of Texas-El Paso

Positions Held

August 2015 - Present
Instructional Coach
El Paso Independent School District
Dr. Tinajero PreK-8th

Responsible for increasing teacher proficiency and student achievement by providing engaging and effective professional development. Work and collaborate effectively with leadership team to plan and implement campus initiatives. Coach teachers to implement instructional best practices and use grade-level resources.

August 1999 – August 2015
Bilingual Elementary Teacher
El Paso Independent School District
Rosa Guerrero Elementary

Responsible for implementing state curriculum and using the state standards to provide engaging, high-quality, and effective instruction to bilingual elementary students.

Awards, Fellowships, Grants

Institute for Policy and Economic Development University
of Texas-El Paso
Outstanding Public Administration Research Award
May 2007

Pi Alpha Alpha
National Honor Society for Public Affairs and Administration
University of Texas-El Paso Chapter
May 2007

Languages

Fluent in English and Spanish

File #: 23-910, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Christina Olivares to the Americorps Seniors Advisory Council by Representative Cassandra Hernandez, District 3.

Board Appointment Form

City Clerk

Submitted On:
Jun 13, 2023, 05:48PM MDT

Appointing Office	Representative Cassandra Hernandez, District 3
Agenda Placement	Consent
Date of Council Meeting	Tuesday, June 21, 2023
Name of Board	Americorps Seniors Advisory Council
Agenda Posting Language	Appointment of Christina Olivares to the Americorps Seniors Advisory Council by Representative Cassandra Hernandez, District 3
Appointment Type	Regular
List the nominee's qualifications to serve on this Board	Person aged 55 or over, representative of a cross-section of the community and experienced in community volunteering and senior programming.
Nominee Name	Christina Olivares
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted]
Nominee Primary Phone Number	[redacted]
Which District does the nominee reside in?	[redacted]
Does the appointee have a relative working for the City?	Yes. Bettina Olivares, Legislative Aide, Daughter
Has the appointee been a member of any other city boards?	Senior Volunteer Program Advisory Council
List all real estate owned in El Paso County	[redacted]
Previous Appointee	New Board
Reason for Vacancy	Term Expired
Date of Appointment	June 20, 2023
Term Begins On	June 20, 2023
Term Expires On	June 19, 2025
Term	1st Term
Upload File(s)	Christina Olivares - Resume - RSVP 10.26.21.docx

CHRISTINA OLIVARES

[redacted]

WORK EXPERIENCE

El Paso Helping People 2017 - Present
Part-time Job Skills Trainer *El Paso, Texas*

- Partnership with Texas Workforce Commission/Vocational Rehabilitation
- Provide quality job coaching to clients
- Provide learning and working environment for clients

Retired with 30 years of Service with the El Paso Community College 12 - 2008

El Paso Community College 1978 – 2008
Student Services Manager *El Paso, Texas*

- Managed the Registrar's Office at the Transmountain Campus
- Responsible for services - admissions, records, transcripts, suspensions, and graduations for Credit Courses
- Responsible for enrollment of Continuing Education Courses
- Supervised staff at Admission and Records Office
- Responsible for receiving and verifying faculty grades
- Advised prospective students on courses and programs for Credit and Non Credit
- Planned and implemented registrations for each semester
- Interviewed, hired, trained and supervised registration staff
- Coordinated space for events, meetings, and activities at campus
- Planned and implemented necessary tables, chairs and audio equipment for events
- Participated in Transmountain and Valle Verde campus meetings to develop procedures and customer services to increase student enrollment and student success
- During tenure at EPCC served as Officer of the Classified Staff Association and Professional Staff Association

Wheelchair and Walker Rentals 1973 – 1978
Customer Service Representative *El Paso, Texas*

- Responsible for all customer service of walk-ins and incoming phone calls
- Knowledgeable of medical equipment and services
- Responsible for sales and services and handled money transactions
- Assisted with hiring, training and supervising staff
- Planned and implemented customer deliveries of services and medical equipment
- Assisted with home evaluations of wheelchair specifications for patients
- Conducted public relations visits with physician's office

CHRISTINA OLIVARES

[redacted]

COMMUNITY AND VOLUNTEER SERVICES

Current member of DECA Advisory Board
Current judge for DECA Competition
Past officer of the board of directors for Texas PTA in Austin
Past president and officer of local PTAs in El Paso
Served as officer for the local Neighbor Hood Watch Program
Volunteered-Saint Pius Church Ministries
Volunteered-Juvenile Probation Department

EDUCATION

El Paso Community College Graduated 1991
Associate of Applied Science in Business Management

REFERENCES

Reference	Occupation	Relation	Contact #
➢ **Carolyn Pufal**	Counselor, Retired	Colleague: El Paso Community College	[redacted]
➢ **Diane Baray**	Instructor, DECA Program at Montwood High School	Socorro Independent School District	[redacted]

File #: 23-883, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Tax Office, Maria O. Pasillas, (915) 212-1737

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than $2,500.00. (See Attachment B)

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: June 20, 2023
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Maria O. Pasillas, (915) 212-1737

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 6 – Set the Standard for Sound Governance and Fiscal Management

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

SUBJECT:
APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include $ amount if applicable.

That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than $2,500.00. (See Attachment B).

BACKGROUND / DISCUSSION:
Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

Approve property tax overpayment refunds greater than $2,500.00, per the Texas Property Tax Code, Sec. 31.11 – Refunds of Overpayments or Erroneous Payments.

PRIOR COUNCIL ACTION:
Has the Council previously considered this item or a closely related one?

Council has considered this previously on a routine basis.

AMOUNT AND SOURCE OF FUNDING:
How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Tax Office
SECONDARY DEPARTMENT: N/A

********************REQUIRED AUTHORIZATION*********************

DEPARTMENT HEAD: Sheryl R. Mack for Maria O. Pasillas

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Revised 04/09/2021

TAX REFUNDS
June 20, 2023

1. Leticia Perez, in the amount of $2,952.24 made an overpayment on May 11, 2023 of 2022 taxes.
   (Geo. #V893-999-0690-1500)

2. Projectxyz Inc, in the amount of $45,926.74 made an overpayment on February 1, 2023 of 2022 taxes.
   (Geo. #X581-999-2170-0201)

3. Projectxyz Inc, in the amount of $8,874.79 made an overpayment on February 1, 2023 of 2022 taxes.
   (Geo. #X581-999-2170-0225)

Laura D. Prine
City Clerk

Sheryl R. Mack for Maria O. Pasillas
Maria O. Pasillas, RTA
Tax Assessor Collector

MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901
PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

TAX OFFICE RECEIVED
JUN 12 2023

Geo No.	Prop ID
V893-999-0690-1500	330017

Legal Description of the Property
69 VISTA DEL SOL #13 LOT 8 (9900 SQ FT)

10712 ADAUTO CT

OWNER: PEREZ DAVID A & LETICIA D

LETICIA PEREZ
10712 ADAUTO CT
EL PASO , TX 79935

OP ✓

2022 OVERAGE AMOUNT $2,952.24 ✓

1: CITY OF EL PASO, 5: YSLETA ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO

Dear Taxpayer:
Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of $2500.

APPLICATION FOR PROPERTY TAX REFUND: This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient.
Show information for whomever will be receiving the refund.

Who should the refund be issued to:

Name: LeticiaDPerez
Address: 10712 AdautoCt. ✓
City, State, Zip: El Paso, TX 79935
Daytime Phone No.: 915/588-3355 E-Mail Address: letyp19@hotmail.com

Step 2. Provide payment information.
Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.

Payment made by:	Check No.	Date Paid	Amount Paid
ECheck	CC00532b567	5-11-23	2,952.24
		TOTAL AMOUNT PAID (sum of the above amounts)	

Step 3. Provide reason for this refund.
Please list any accounts and/or years that you intended to pay with this overage.

Please check one of the following:

- [ ] I paid this account in error and I am entitled to the refund.
- [x] I overpaid this account. Please refund the excess to the address listed in Step 1. ✓
- [ ] I want this payment applied to next year's taxes.
- [ ] This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):

Step 4. Sign the form.
Unsigned applications cannot be processed.

By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)

SIGNATURE OF REQUESTOR (REQUIRED)	PRINTED NAME & DATE
Yeticia D Perez	LeticiaDPerez 06/07/23 ✓

6/12/23

TAX OFFICE USE ONLY: [x] Approved [ ] Denied By: N.N Date: 6-12-23 ✓

v52.1.8

Print Date: 05/15/2023 ✓

TAX OFFICE RECEIVED
JUN 12 2023

MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901
PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

Geo No.	Prop ID
X581-999-2170-0201	352798

Legal Description of the Property
81 TSP 2 SEC 17 T & P SURV (2.731 AC)

4707 FRED WILSON AVE 79904

OWNER: CREEKWATER INVESTMENTS II LLC

PROJECTXYZ INC
1500 PERIMETER PKWY
HUNTSVILLE , AL 35806

OP ✓

2022 OVERAGE AMOUNT $45,926.74 ✓

~~1: CITY OF EL PASO, 3: EL PASO ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO~~

Dear Taxpayer:
Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of $2500.

APPLICATION FOR PROPERTY TAX REFUND: This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient.
Show information for whomever will be receiving the refund.

Who should the refund be issued to:

Name: PROJECTXYZ, INC
Address: 1500 Perimeter Pkwy Ste 426 ✓
City, State, Zip: Huntsville, AL 35806
Daytime Phone No.: (256) 721-9001
E-Mail Address: Lewis@projectxyz.com

Step 2. Provide payment information.
Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.

Payment made by:	Check No.	Date Paid	Amount Paid
Echeck	5168337	2/1/23	45,926.74
Echeck	5168334	2/1/23	45,926.74
	TOTAL AMOUNT PAID (sum of the above amounts)		

Step 3. Provide reason for this refund.
Please list any accounts and/or years that you intended to pay with this overage.

Please check one of the following:

- ☐ I paid this account in error and I am entitled to the refund.
- ☐ I overpaid this account. Please refund the excess to the address listed in Step 1.
- ☐ I want this payment applied to next year's taxes.
- ☐ This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):

Step 4. Sign the form.
Unsigned applications cannot be processed.

By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)

SIGNATURE OF REQUESTOR (REQUIRED)	PRINTED NAME & DATE
Larry Lewis 6/12/23	Larry Lewis 6/6/2023 ✓

TAX OFFICE USE ONLY: ☑ Approved ☐ Denied By: N.N Date: 6-12-23 ✓

v52.1.8

Print Date: 05/19/2023 ✓

TAX OFFICE RECEIVED
JUN 12 2023

MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901
PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

Geo No.	Prop ID
X581-999-2170-0225	182333

Legal Description of the Property
81 TSP 2 SEC 17 T & P SURV (2.19 AC)

5500 PLANEPORT 79904

OWNER: CREEKWATER INVESTMENTS II LLC

2022 OVERAGE AMOUNT $8,874.79

PROJECTXYZ INC
1500 PERIMETER PKWY
HUNTSVILLE , AL 35806

OP ✓

1: CITY OF EL PASO, 3: EL PASO ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO

Dear Taxpayer:
Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of $2500.

APPLICATION FOR PROPERTY TAX REFUND: This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient.
Show information for whomever will be receiving the refund.

Who should the refund be issued to:

Name: PROJECTXYZ, Inc
Address: 1500 Perimeter Pkwy Ste 426 ✓
City, State, Zip: Huntsville AL 35806
Daytime Phone No.: (256) 721-9001 E-Mail Address: Lewis@projectxyz.com

Step 2. Provide payment information.
Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.

Payment made by:	Check No.	Date Paid	Amount Paid
Echeck	5168338	2/1/22	8874.79
Echeck	5168335	2/1/22	8874.79
	TOTAL AMOUNT PAID (sum of the above amounts)		

Step 3. Provide reason for this refund.
Please list any accounts and/or years that you intended to pay with this overage.

Please check one of the following:

- [ ] I paid this account in error and I am entitled to the refund.
- [x] I overpaid this account. Please refund the excess to the address listed in Step 1. ✓
- [ ] I want this payment applied to next year's taxes.
- [ ] This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):

Step 4. Sign the form.
Unsigned applications cannot be processed.

By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)

SIGNATURE OF REQUESTOR (REQUIRED)	PRINTED NAME & DATE
Larry Lewis	Larry Lewis 6/6/2023 ✓

Jmc 6/12/23

TAX OFFICE USE ONLY: [x] Approved [ ] Denied By: N.N. Date: 6-12-23 ✓

ATTACHMENT B

TAX REFUNDS
June 20, 2023

1. Leticia Perez, in the amount of $2,952.24 made an overpayment on May 11, 2023 of 2022 taxes.
   (Geo. #V893-999-0690-1500)

2. Projectxyz Inc, in the amount of $45,926.74 made an overpayment on February 1, 2023 of 2022 taxes.
   (Geo. #X581-999-2170-0201)

3. Projectxyz Inc, in the amount of $8,874.79 made an overpayment on February 1, 2023 of 2022 taxes.
   (Geo. #X581-999-2170-0225)

Laura D. Prine
City Clerk

Sheryl R. Mack for Maria O. Pasillas
Maria O. Pasillas, RTA
Tax Assessor Collector

File #: 23-907, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Members of the City Council, Representative Brian Kennedy, (915) 212-0001

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action regarding proposed amendments to the Emergency and Transfer Ambulance Services (Title 9).

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT:
Mayor and City Council

AGENDA DATE:
June 20, 2023

CONTACT PERSON NAME AND PHONE NUMBER:
City Representative Brian Kennedy, 915.212.0001

DISTRICT(S) AFFECTED:
All Districts

STRATEGIC GOAL:
Goal 2 Set the Standard for A Safe & Secure City

SUBJECT:
APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include $ amount if applicable.
Discussion and Action regarding proposed amendments to the Emergency and Transfer Ambulance Services (Title9)

BACKGROUND / DISCUSSION:
Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?
N/A

PRIOR COUNCIL ACTION:
Has the Council previously considered this item or a closely related one?
N/A

AMOUNT AND SOURCE OF FUNDING:
How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

********************REQUIRED AUTHORIZATION********************

File #: 23-913, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

District 2
Members of the City Council, Representative Alexsandra Annello, (915) 212-0002

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action that the City Council accept the donation of $1,500 from Marathon Petroleum, Inc. for the Summer Festival to be held at Seville Recreation Center in District 2.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: MAYOR AND COUNCIL

AGENDA DATE: June 20, 2023

CONTACT PERSON NAME AND PHONE NUMBER: City Representative Alexsandra Annello, 915-212-0002

DISTRICT(S) AFFECTED: District 2

STRATEGIC GOAL: (Goal 4 - Enhance El Paso's Quality of Life Through Recreational, Cultural & Educational Environments)

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include $ amount if applicable.

Discussion and action that the City Council accept the donation of $1,500 from Marathon Petroleum, Inc. for the Summer Festival to be held at Seville Recreation Center in District 2.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

N/A

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

N/A

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

********************REQUIRED AUTHORIZATION*********************

File #: 23-914, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

District 2

Members of the City Council, Representative Alexsandra Annello, (915) 212-0002

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action on a Resolution that declares the expenditure of District 2 discretionary funds in an amount not to exceed $3,000 to be used towards a District 2 summer festival which serves a municipal purpose of enhancing El Paso's quality of life through recreational, cultural and educational environments as well as by fostering community pride and encouraging civic engagement; and that the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for the municipal purpose.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: MAYOR AND COUNCIL

AGENDA DATE: June 20, 2023

CONTACT PERSON NAME AND PHONE NUMBER:

City Representative Alexsandra Annello, 915-212-0002

DISTRICT(S) AFFECTED: District 2

STRATEGIC GOAL: (Goal 4 - Enhance El Paso's Quality of Life Through Recreational, Cultural & Educational Environments)

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include $ amount if applicable.

Discussion and action on a resolution that declares the expenditure of District 2 discretionary funds in an amount not to exceed $3,000 to be used towards a District 2 summer festival which serves a municipal purpose of enhancing El Paso's quality of life through recreational, cultural and educational environments as well as by fostering community pride and encouraging civic engagement; and that the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for the municipal purpose.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

N/A

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

N/A

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

********************REQUIRED AUTHORIZATION********************

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Council declares that the expenditure of District 2 discretionary funds, in an amount not to exceed $3,000.00, for a Summer Festival at Seville Recreational Center, which serves the municipal purpose of enhancing El Paso's quality of life through recreational, cultural and educational environments as well as by fostering community pride and encouraging civic engagement; and

Further, that the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for the municipal purpose.

APPROVED this ____ day of _____ 2023.

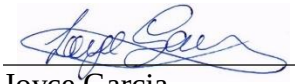
CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura Prine
City Clerk

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

File #: 23-915, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

District 3
Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action to approve a Resolution to accept the donation in the amount of $5,000.00 from ZTEX Construction Inc. to pay for the District 3 Movies in the Park series.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: Mayor & Council

AGENDA DATE: 6.20.23

CONTACT PERSON NAME AND PHONE NUMBER: Representative Cassandra Hernandez ~ 915.212.0003

DISTRICT(S) AFFECTED: District 3

STRATEGIC GOAL
Goal 5 - Promote Transparent and Consistent Communication Amongst All Members of the Community

SUBJECT:
APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include $ amount if applicable.
Discussion and action to approve a resolution to accept the donation in the amount of $5,000.00 from ZTEX Construction Inc. to pay for the District 3 Movies in the Park series.

BACKGROUND / DISCUSSION:
Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?
In 2022, the Office of District 3, along with the Parks and Recreation Department hosted a Movies in the Park event, where a free movie and snacks were provided to the community. The event had such an overwhelming attendance of families, that the Office of District 3 recognized that there is a clear demand for these types of neighborhood gatherings, and this year, District 3 plans to partner again with the Parks and Recreation Department to have three movie events at three City parks in District 3 throughout the Summer. Private donations will be used to fund event expenses. ZTEX Construction Inc. provides construction services throughout El Paso and builds partnerships with communities by sponsoring and participating in a variety of community events.

PRIOR COUNCIL ACTION:
Has the Council previously considered this item or a closely related one?
Yes, District 3 has posted agenda items in the past: donation notations and resolutions to accept donations to go towards community events and initiatives, including District 3's Movies in the Park event in 2022, that have been approved by City Council.

AMOUNT AND SOURCE OF FUNDING:
How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?
N/A

********************REQUIRED AUTHORIZATION*********************

RESOLUTION

WHEREAS, the Office of District 3 hosts several community initiatives throughout the year to strengthen relationships between the public and their local government and to increase community togetherness and well-being; and

WHEREAS, August 26, 2022, the Office of District 3, along with the Parks and Recreation Department hosted a Movies in the Park event, where a free movie and snacks were provided to the community; and

WHEREAS, the 2022 event had such an overwhelming attendance of families, that the Office of District 3 recognized that there is a clear demand for these types of neighborhood gatherings, and this year, District 3 plans to partner again with the Parks and Recreation Department to have three movie events at three City parks in District 3 throughout the Summer; and

WHEREAS, Office of District 3 will use private donations to fund the Movies in the Park events and expenses to include but not limited to promotion, resident outreach, movies and movie playing equipment, additional park lighting, and refreshments; and

WHEREAS, ZTEX Construction Inc. provides construction services throughout the City and County of El Paso and builds partnerships with communities by sponsoring and participating in a variety of community events and beautification efforts; and

WHEREAS, ZTEX Construction Inc. has been gracious in contributing to community initiatives in previous years and seeks to donate $5,000.00 to the District 3 Movies in the Park series.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Council accepts the donation in the amount of $5,000.00 from ZTEX Construction Inc. to be used towards the District 3 Movies in the Park series; and

That the City Council declares that the expenditure of District 3 discretionary funds in the amount of $5,000.00 to be paid towards the cost of the District 3 Movies in the Park series serves a municipal purpose by setting the standard for a safe and secure City, promoting the visual image of El Paso, enhancing El Paso's quality of life, promoting transparent and consistent communication among all members of the community, and nurturing and promoting a healthy and sustainable community; and

That the City Manager is authorized to effectuate any budget transfers necessary to ensure that the funds are properly expended for such purpose and is authorized to execute any related agreements, amendments to such agreements, and documents necessary to carry out the purpose of this Resolution.

(Signatures begin on following page)

PASSED AND APPROVED this _____ day of _____, 2023.

THE CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



_____
Roberta Brito
Assistant City Attorney

File #: 23-909, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Members of the City Council, Mayor Oscar Leeser, (915) 212-0021

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action on the Mutual Release between the City of El Paso and the City Manager relating to his separation from employment.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: Mayor and Council

AGENDA DATE: June 20, 2023

CONTACT PERSON NAME AND PHONE NUMBER: Mayor Oscar Leeser
(915) 212-0021

DISTRICT(S) AFFECTED: **All**

STRATEGIC GOAL: Goal 6 Set the Standard for Sound Governance and Fiscal Management

SUBJECT:
APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include $ amount if applicable.

Discussion and action on the Mutual Release between the City of El Paso and the City Manager relating to his separation from employment.

BACKGROUND / DISCUSSION:
Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

The City Council and City Manager have agreed to terms related to the City Manager's separation from the City to ensure a smooth transition for the City of El Paso.

PRIOR COUNCIL ACTION:
Has the Council previously considered this item or a closely related one?

City Council took action on February 28, 2023, to provide the contractual 120 day notice of termination without cause to the City Manager, Tommy Gonzalez. Per the relevant Employment Agreement, Exhibit "A", the parties shall enter into a Mutual Release.

AMOUNT AND SOURCE OF FUNDING:
How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

**********REQUIRED AUTHORIZATION**********

MUTUAL RELEASE OF ALL CLAIMS

The intent of this Mutual Release of All Claims ("Agreement") is to mutually, amicably, and finally settle all matters relating to the employment and separation from employment by Tomas Gonzalez (hereinafter referred to as "Gonzalez") from the City of El Paso (hereinafter referred to as the "City").

1. **Separation & Last Day Worked.** the City and the Manager entered into the Amended and Restated City Manager Employment Agreement dated effective December 11, 2018, which was subsequently amended by the parties, and which memorializes the basic terms of employment and includes provisions relating to severance pay to which Gonzalez is entitled under certain circumstances (the "Employment Agreement"). In connection with the Employment Agreement the parties agreed to execute a mutual release of all claims in the event that the severance provisions of the Employment Agreement are triggered. On June 29, 2023 Gonzalez separated from employment as the City Manager as the City of El Paso ("Manager") and the parties agree that the severance provisions of the Employment Agreement have been triggered.

2. **Severance Consideration**. As consideration for the mutual promises and obligations in this Agreement, Gonzalez and the City agree to release any and all claims that either may have against the other concerning Gonzalez' employment and separation from employment and following such release, the City shall pay the Severance Payment described in the Employment Agreement in the total amount of Eight Hundred Eighty-nine Thousand Nine Hundred Seventy-nine and 54/100 Dollars ($889,979.54), which has been separately set forth and disclosed with Gonzalez. The Severance Payment will be in the form of a lump sum distribution and will be subject to normal withholdings for taxes and other applicable deductions and will be paid to Gonzalez no later than fourteen days after the Effective Date of this Agreement.

3. **Release of Claims by Gonzalez**. Effective upon payment of the Severance Payment described in Paragraph 2 above and in consideration for the mutual promises and undertakings contained in this Agreement, Gonzalez hereby waives, releases and discharges, and agrees that Gonzalez will not institute, prosecute or pursue any complaint, claim, charge, claim for relief, demand, suit, action and cause of action, whether in law or in equity, which Gonzalez has, had or may have, if any, or could assert against the City, its council members, officers, employees, and all other agents, directors, representatives, attorneys, successors and assigns, at common law or under any statute, rule, regulation, order or law, whether federal, state or local, on any ground whatsoever, known or unknown, based upon actions of the City that occurred prior to the execution and approval of this Agreement, including but not limited to: any and all actions for breach of his Employment Agreement, or any other contract or agreement, oral or written, express or implied; breach of the covenant of good faith and fair dealing, express or implied; wrongful termination in violation of public policy, and all other claims for wrongful termination and constructive discharge; discrimination of any type, including retaliation; all other tort claims including, but not limited to, intentional or negligent infliction of emotional distress, invasion of privacy, negligence, negligent investigation, negligent hiring, negligent retention, negligent supervision, assault and battery, defamation, intentional or negligent misrepresentation and fraud; any and all claims arising under any statute, including but not limited to Title VII of the Civil Rights Act of 1964, the Civil Rights

Act of 1991, the Age Discrimination in Employment Act of 1967, the Older Workers' Benefit Protection Act, the Employee Retirement and Income Security Act, the Americans with Disabilities Act, the Federal Rehabilitation Act of 1973, 42 U.S.C. Section 1981, the Family and Medical Leave Act, the Unruh Act, as amended, the Texas Commission on Human Rights Act; any and all other laws and regulations relating to employment termination, employment discrimination or retaliation, wages, hours, benefits, compensation; and any and all claims for attorneys' fees and costs. Gonzalez also affirms that Gonzalez has not filed, caused to be filed, and is not presently a party to any claim, complaint, or action against the City in any forum or venue. It is understood and agreed that Gonzalez is unaware of any claim, right, demand, debt, action, obligation, liability or cause of action that Gonzalez may have against the City, which has not been released by this Agreement.

4. **Release by City**. Effective upon Gonzalez's release of claims in paragraph 3 and in consideration for the mutual promises and undertakings contained in this Agreement, the City, on behalf of itself and its council members, officers, employees and all other agents, directors, representatives, attorneys, successors and assigns, hereby waives, releases and discharges, and agrees that the City will not institute, prosecute or pursue any complaint, claim, charge, claim for relief, demand, suit, action and cause of action, whether in law or in equity, which the City has, had or may have, if any, or could assert against Gonzalez or his representatives, attorneys, successors and assigns, at common law or under any statute, rule, regulation, order or law, whether federal, state or local, on any ground whatsoever, known or unknown, which arises out of or relates in any way to his employment at the City.

5. **No Admission of Liability**. This Agreement is a compromise of disputed claims, the liability for which, and the amount of damages for which, if any, are uncertain and unknown.. Nothing contained in this Agreement shall be construed as an admission of liability by or on behalf of any party, all such liability being expressly denied..

6. **Severability and Jurisdiction**. If any of the provisions herein are determined to be invalid by a tribunal of competent jurisdiction, it is agreed that such determination will not affect the enforceability of the other provisions herein. Texas law shall govern the validity and interpretation of this Agreement. .

7. **Preparation of Agreement**. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. Regardless of which party initially drafted this Agreement, it shall be construed and enforced as a mutually prepared Agreement.

8. **Attorney Consultation; Time to Consider.** The City hereby advises Gonzalez that he should consult with an attorney before executing this Agreement. Gonzalez shall have a period of up to twenty-one (21) days after Gonzalez receives this Agreement within which to review and consider the provisions of this Agreement.

9. **Voluntary Agreement, Advice of Counsel and Return of Payments**. In signing this Agreement, Gonzalez expressly warrants that Gonzalez has read and fully understands this Agreement and acknowledges that this Agreement is voluntary and that no one is making or

forcing Gonzalez to enter into it. Gonzalez understands and acknowledges that Gonzalez has seven (7) calendar days following the execution of this Agreement to revoke his acceptance of the Agreement. If Gonzalez choses to revoke the Agreement during the 7-day revocation period, Gonzalez must inform the City in writing of his decision to revoke the Agreement. If Gonzalez signs this Agreement prior to the expiration on the 21-day period, the 7-day period commences on the date Gonzalez signs this Agreement. This Agreement will not become enforceable until the Effective Date of this Agreement and after the expiration of this 7-day period.

10. **Non-Assignment of Claims.** Gonzalez and the City represent that they have not assigned, transferred, or attempted to assign or transfer, to any person or entity, any of the claims released in this Agreement.

11. **Binding Effect.** The City and Gonzalez agree that this Agreement will be binding on his and its heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of his or its heirs, administrators, affiliates, parent companies, representatives, executors, successors and assigns.

12. **Entire Understanding**. This Agreement constitutes the entire understanding of the parties and supersedes all prior agreements and understandings between the parties on the subjects covered.

13. **Effective Date**. As used in this Agreement, "the Effective Date of this Agreement" means the date on which all of the following events have been completed: this Agreement has been fully executed by Gonzalez and the City's Mayor and the revocation period has expired without Gonzalez revoking the Agreement.

Agreed to:

By:_____
Tomas C. Gonzalez

_____
Date

The City of El Paso

By:_____
Oscar Leeser
Mayor

_____
Date

File #: 23-858, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003
Members of the City Council, Representative Henry Rivera, (915) 212-0007

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action to approve a Resolution recognizing the invaluable service and support the Borderland Rainbow Center provides the LGBTQIA+ Community in the El Paso region and that the City reaffirms its commitment to promoting equality and dignity of all people no matter sexual, gender or questioning identity and that this recognition aligns with the City's values of prioritizing integrity, respect, excellence, accountability and people.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: Mayor & Council

AGENDA DATE: 6.20.23

CONTACT PERSON NAME AND PHONE NUMBER: Representative Cassandra Hernandez ~ 915.212.0003
Representative Henry Rivera, (915) 212-0007

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL
Goal 8 - Nurture and Promote a Healthy, Sustainable Community

SUBJECT:
APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include $ amount if applicable.
Discussion and action to approve a resolution recognizing the invaluable service and support the Borderland Rainbow Center provides the LGBTQIA+ Community in the El Paso region and that the City reaffirms its commitment to promoting equality and dignity of all people no matter sexual, gender or questioning identity and that this recognition aligns with the City's values of prioritizing integrity, respect, excellence, accountability and people.

BACKGROUND / DISCUSSION:
Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?
The Borderland Rainbow Center is located in El Paso, Texas and is the only LGBTQIA+ Community center within a 300-mile radius that serves residents of El Paso County, Deming County, Otero County, and Ciudad Juarez, Mexico. The mission of the Borderland Rainbow Center is to create a space in which lesbian, gay, bisexual, transgender, queer/questioning, intersex (LGBTQI) people and their allies.

PRIOR COUNCIL ACTION:
Has the Council previously considered this item or a closely related one?
Yes, the City has recognized the efforts of other LGBTQIA+ initiatives and Pride month.

AMOUNT AND SOURCE OF FUNDING:
How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?
N/A

********************REQUIRED AUTHORIZATION********************

RESOLUTION

WHEREAS, the Borderland Rainbow Center was founded on September 2, 2016 by Dr. Brenda Risch with the pursuit of addressing inequality and injustices facing the LGBTQIA+ Community in the Borderland region; and

WHEREAS, the mission of the Borderland Rainbow Center is to create a space in which lesbian, gay, bisexual, transgender, queer/questioning, intersex (LGBTQI) people and their allies can heal, grow, and empower themselves and others; and

WHEREAS, the Borderland Rainbow Center is located at 2714 Wyoming Ave in El Paso, Texas and is the only LGBTQIA+ Community center within a 300-mile radius that serves residents of El Paso County, Deming County, Otero County, and Ciudad Juarez, Mexico; and

WHEREAS, the Borderland Rainbow Center is governed according research-based best practices for LGBTQIA people and their allies and connects them to resources for improved physical and mental health, economic stability, legal rights, education, spiritual and cultural enrichment; including lifesaving therapy, support groups and intergenerational services; and

WHEREAS, the Borderland Rainbow Center drives their commitment to building a community-driven space for and by our community by additionally offering a weekly pantry that serves over 350 people and community events that bring together people of various backgrounds to a safe space to learn and grow together; and

WHEREAS, the Borderland Rainbow Center is operated by a dedicated staff to include Lorena Edwards, Fernando Mendez, Andi Rose Ticareno, Veronica Camacho, Diana Martinez, Julie Lucas, Ashley Heidelbrecht, Alex Jacquez, Luis Orozco, and others who are committed to the cause; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

Recognizes the invaluable service and support the Borderland Rainbow Center provides the LGBTQIA+ Community in the El Paso region and that the City reaffirms its commitment to promoting equality and dignity of all people no matter sexual, gender or questioning identity and that this recognition aligns with the City's values of prioritizing integrity, respect, excellence, accountability and people.

(Signatures begin on following page)

APPROVED this _____ day of June, 2023.

THE CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Donald C. Davie
Donald C. Davie
Assistant City Attorney

File #: 23-901, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Members of the City Council, Representative Henry Rivera, (915) 212-0007
Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action to direct the City Manager and City Attorney to develop a plan to uplift the LGBTQIA+ voices and community by creating a plan to include the following 4 recommendations that are important to ensure a safe community for everyone:

1. To create an office of equality and an equality and inclusion board.
2. To work together in collaboration with the Borderland Rainbow Center to create a One El Paso Safer Together campaign.
3. Deprioritize the enforcement of seeking gender-affirming care.
4. Deprioritize the enforcement of Drag Bans in our city limits.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: Mayor and Council

AGENDA DATE: Tuesday, June 20, 2023

CONTACT PERSON NAME AND PHONE NUMBER: City Representative Henry Rivera, District 7 – 915-212-0007 and City Representative Cassandra Hernandez, District 3

DISTRICT(S) AFFECTED: All (Districts, 1, 2, 3, 4, 5, 6, 7, 8)

STRATEGIC GOAL:
Goal 2 – Set the Standard for a Safe and Secure City

SUBJECT:
APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include $ amount if applicable.

To direct the City Manager and City Attorney to develop a plan to uplift the LGBTQIA+ voices and community by creating a plan to include the following 4 recommendations that are important to ensure a safe community for everyone:

1. **To create an office of equality and an equality and inclusion board.**

2. **To work together in collaboration with the Borderland Rainbow Center to create a One El Paso Safer Together campaign.**

3. **Deprioritize the enforcement of seeking gender-affirming care.**

4. **Deprioritize the enforcement of Drag Bans in our city limits.**

BACKGROUND / DISCUSSION:
Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

PRIOR COUNCIL ACTION: Has the Council previously considered this item or a closely related one?
Yes. The Women's Rights Commission and El Paso City Council to vote on protections for pregnant people and deprioritizing police investigations on abortion

AMOUNT AND SOURCE OF FUNDING:
How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

**********REQUIRED AUTHORIZATION**********

File #: 23-861, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Fire, Chief Jonathan Killings, (915) 212-5665

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance amending Title 9 (Health and Safety), Chapter 9.52 (Fire Prevention Code) of the El Paso City Code to adopt the 2021 Edition of the International Fire Code and to provide for local amendments to the 2021 International Fire Code, the penalty being as provided in Section 9.52.030.12 (Violations Penalties) of the El Paso City Code.

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Fire Department

AGENDA DATE: June 20, 2023

PUBLIC HEARING DATE: July 5, 2023

CONTACT PERSON NAME AND PHONE NUMBER: Jonathan Killings, Fire Chief (915) 212-5665

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 2: Set the Standard for a Safe and Secure City

SUBGOAL: 2.5: Take proactive approaches to prevent fire/medical incidents and lower regional risk

SUBJECT:
An Ordinance amending Title 9 (Health And Safety), Chapter 9.52 (Fire Prevention Code) of the El Paso City Code to adopt the 2021 edition of the International Fire Code and to provide for local amendments to the 2021 International Fire Code, the penalty being as provided in Section 9.52.030.12 (Violations Penalties) of the El Paso City Code.

BACKGROUND / DISCUSSION:
The 2021 edition of the International Fire Code has been published and adoption of the 2021 edition is now proposed.

PRIOR COUNCIL ACTION:
On September 3, 2019, City Council signed Ordinance No. 018969, which ratified the 2015 edition of the International Fire Code.

AMOUNT AND SOURCE OF FUNDING:
N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X__ YES ___NO

PRIMARY DEPARTMENT: Fire Department

SECONDARY DEPARTMENT:

********************REQUIRED AUTHORIZATION*********************

DEPARTMENT HEAD:



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 9 (HEALTH AND SAFETY), CHAPTER 9.52 (FIRE PREVENTION CODE) OF THE EL PASO CITY CODE TO ADOPT THE 2021 EDITION OF THE INTERNATIONAL FIRE CODE AND TO PROVIDE FOR LOCAL AMENDMENTS TO THE 2021 INTERNATIONAL FIRE CODE, THE PENALTY BEING AS PROVIDED IN SECTION 9.52.030.12 (VIOLATIONS PENALTIES) OF THE EL PASO CITY CODE.

WHEREAS, the 2021 edition of the International Fire Code has been published, and adoption of the 2021 edition is now proposed; and

WHEREAS, the Fire Chief has reviewed and favorably recommend the adoption of the 2021 International Fire Code together with the local amendments appropriate for the City of El Paso;

WHEREAS, the City Council has deemed the proposed local amendments appropriate for the City of El Paso.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

Section 1. That Title 9 (Health and Safety), Chapter 9.52 (Fire Prevention Code) be revised to read as follows:

Chapter 9.52 - FIRE PREVENTION CODE

9.52.010 - Short title.
That this chapter may be cited as the "Fire Code".

9.52.020 Adopted, Amended.

A. That the book entitled "International Fire Code," 2021 Edition, a copy of which authenticated by the city clerk is on file in the city clerk's office, is hereby adopted as the Fire Code of the City, as if fully copied at length in this chapter, but with the amendments set forth in this chapter, to replace the 2015 Edition of the International Fire Code previously adopted by the City Council.

B. That any references made in this chapter to "IFC" shall mean the 2021 International Fire Code.

C. That whenever reference is made in the 2021 International Fire Code, or any other referenced standard or code, to "the authority having jurisdiction," “fire marshal,” or “fire code official” for enforcement of the provisions thereof, the term "AHJ" shall be substituted therefore, unless otherwise provided for in this chapter.

D. That the provisions in the 2021 International Fire Code are intended to be cumulative of other provisions and chapters of the El Paso City Code pertaining to fire prevention, unless otherwise expressly stated herein. To the extent that any provisions of the 2021

International Fire Code are in conflict with Title 18 of the City Building & Construction Code the most restrictive Code shall govern.

9.52.030 – Chapter 1, Scope and Administration, Amended.
International Fire Code, 2021 Edition, Chapter 1, Scope and Administration, is hereby adopted in its entirety with the following amendments:

9.52.030.1 Section 103.1 General, Amended.

103.1 General.
The Fire Prevention Division is established within the fire department. The function of the division shall be the implementation, administration and enforcement of the provisions of this Chapter, or any other standard referenced within the El Paso City Code.

9.52.030.2 Section 103.1.1 Residential care homes, Added

103.1.1 Residential care homes.
The AHJ may conduct fire inspections of residential care homes including adult and child day care homes, residential adult foster/boarding care, and child foster family homes, boarding homes, and lodging houses.

9.52.030.3 Section 104.13 Plan review and approval, Added.

104.13 Plan review and approval.
The AHJ shall examine or cause to be examined submitted plans and accompanying documents for evidence of compliance with the provisions of this Chapter. Plans shall be approved prior to the start of construction, or installation of any fire protection system. The submittal of plans for review does not constitute an authorization to proceed until the required permit is obtained.

9.52.030.4 Section 105.1.1.1 Payment required, Added.

105.1.1.1 Payment required. A permit, although issued, shall not be valid until fees have been paid.

Exception: The City of El Paso, the County of El Paso, the El Paso Housing Authority, the State of Texas and the United States Government are exempted from payment of the permit fees required in this chapter; provided, that only such facilities as owned, operated and maintained by such governmental agencies shall be exempted from payment of such permit fees.

9.52.030.5 Section 105.5 Required operational permits.

105.5.22.1 Exempt materials, Added.
The following materials are specifically exempted from any of the permitting requirements in 105.5.22:

a. Inert gases, which do not support combustion, to include argon, helium, krypton, neon, xenon, compressed air, carbon dioxide, and nitrogen. These gasses are subject to regulation under Section 105.5.11 when stored as cryogenic fluids.

b. Any hazardous material that is handled, used, stored, or disposed of and is kept for noncommercial purposes at a private residence in Permissible Quantities.

c. Any material contained in a transportation vehicle when said vehicle is not being used for permanent hazardous materials storage.

d. Any material, which is held solely as a pharmaceutical product.

e. Any hazardous waste material in a hazardous waste management facility that is permitted by the State pursuant to 42 U.S.C. Section 6925; provided, however, such materials shall be listed in the permit application if one is otherwise required.

f. Radioactive material(s) regulated at the Federal or State level; provided, however, that such material(s) be listed in the permit application if one is otherwise required.

g. Any material to the extent it is used in Permissible Quantities in routine agricultural operations by the end user.

h. Commercial products kept in Permissible Quantities and used at a facility solely for janitorial purposes.

i. Any material in interstate transmission facilities or interstate pipeline facilities regulated by 49 U.S.C. Sec. 60101 et. seq. (1997) and any amendments thereto, and any materials in pipeline facilities regulated by Chapter 117 of the Natural Resources Code, Vernon's Ann. Civ. Stat., and any amendments thereto, or subject to Texas Railroad Commission Pipeline Safety Laws and Regulations, and any amendments thereto.

105.5.38 Outdoor assembly event, Amended.
No special event shall be conducted upon a public right-of-way unless a special event permit allowing such activity has been obtained pursuant to this Chapter.

105.5.44 Refrigeration equipment, Amended.
An operational permit is required to operate a mechanical refrigeration unit or system regulated by Chapter 6 of the IFC, and as amended by this Code, containing in excess of 20 pounds of refrigerant, other than air or water.

Exception: Air conditioning units or systems.

105.5.53 Blasting operations, Added.
An operational permit is required to conduct blasting operations. Requirements as set forth in Chapter 56 of the IFC, and as amended by Section 9.52.130 of this Chapter, must be met in order to obtain a blasting permit.

105.5.54 Commercial Day Care Facilities-Children, Added.
An operational permit is required for the operation of a commercial child day care facility.

105.5.55 For Use Permit, Added.
The AHJ may require an operational permit to be issued for any operation, process, special event, public display, or exhibit not specifically covered by this Fire Code when the AHJ deems such operation, process, special event, public display, or exhibit to be hazardous.

105.5.56 Outside Storage of Combustible Material Permit, Added.
Except for operations subject to 105.5.26, 105.5.30, and 105.5.46, an operational permit is required for facilities located at non-residential properties, where the Outside Storage of Combustible Material exists, in a quantity greater than de minimis, as defined in this Subsection.

105.5.56.1 Definitions, Added.
"Baled storage" means combustible material that has been placed in containers other than fully-enclosed containers approved by the Department or grouped together by use of metal or plastic bands for ease in loading, transporting and storing in units.

"Combustible Material" means any material or solid waste that poses a significant fire hazard if ignited by a flame, spark, or any other source of ignition, will readily burn under such conditions, and includes, but is not limited to paper, cardboard, wood, plastics, rubber and fluff (as defined in this sub chapter). Combustible Material shall not include non-solids, or explosives, as defined by Chapter 33 of the IFC.

"De minimis" means the Outside Storage of Combustible Material (as defined in this sub chapter) of a total volume of less than seventy-five (75) cubic yards at a facility.

"Department" means the Fire Department of the City of El Paso, Texas.

"Fluff" means any material that is a by-product of the recycling process that includes but is not limited to, shredding operations, metals separation, compacting or transport operations.

"Loose storage" means the storage of combustible material that is neither baled nor enclosed in containers.

"Non-residential Property" means any property in a district other than a residential- or apartment-zoned district.

"Outside Storage" means storage of any Combustible Material not in a building or structure. Storage of Combustible Material in a fully-enclosed container approved by the Department shall not be considered Outside Storage.

"Pile" means any accumulation of Combustible Material in a heap or mound.

"Unit" means a separate and distinct aggregate of homogeneous stacks, bales, pallet storage units, containers and/or piles of Combustible Material.

105.5.56.2 Permit Application, Added.
The owner or a legally-authorized representative of the owner of a facility regulated by this ordinance shall complete and submit a permit application to the Department, in accordance with the following requirements:

A. An applicant shall submit to the Department an application for an Outside Storage of Combustible Material Permit upon exceeding the De Minimis volume of Combustible Material stored outside at the facility;

B. An applicant that holds a current, valid Outside Combustible Material Storage Permit shall submit a permit renewal application 60 days prior to the permit's expiration;

C. An applicant for an initial permit or permit renewal shall submit at a minimum, the following information, which shall be requested on the permit application form supplied by the Department:

1. Name and physical address of facility;

2. Name and mailing address of facility owner;

3. Name and mailing address of property owner;

4. Description of all Combustible Material stored outside;

5. Estimated quantity (volume) of Combustible Material stored outside;

6. Facility diagram indicating storage area locations for each Unit stored outside;

7. Method of storage for each Unit (baled or loose);

8. Proof of financial responsibility in accordance with Section 105.5.56.8 of this ordinance and as required by any other applicable ordinance; and,

9. The appropriate Tier 1 or Tier 2 permit fee in the amount set by City Council through its budget resolution or other duly adopted resolution.

D. If an owner or a legally-authorized representative of the owner of a facility regulated by this Section fails to submit to the Department an application required by this Section, said failure shall be considered a violation of this Section and shall be subject to the penalties described in Section 9.52.030.17.

105.5.56.3 Issuance, Term and Denial of Permit, Added.
A. The Department shall review all permit applications submitted in accordance with Section 105.5.56.2 and,

B. Within 60 days of a permit renewal or new permit application submitted in accordance with Subsection 105.5.56.2, the Department shall issue a permit renewal or a new permit which, unless revoked, shall be valid for a period of twelve (12) calendar months to the applicant; or

C. The Department shall deny the application in writing and shall inform the applicant of any deficiencies of the permit application if the permit application was incomplete; or

D. Within 30 days of a permit application for a previously revoked permit, the Department shall deny the application in writing if the revocation period of twelve (12) months has not yet elapsed.

105.5.56.4 Revocation of Permit, Added.
The Department may revoke, for a period of up to twelve (12) calendar months from date of written notification, an Outside Storage of Combustible Material Permit issued to an owner or a legally authorized representative of the owner of a facility if one of the following conditions occur:

A. Applicant has supplied the Department false, incorrect or misleading information on an application for permit renewal or new permit;

B. More than two (2) written notices of violation of this Section resulting from inspections by the AHJ have been issued within a period of twelve (12) months to a holder of a current, valid permit; or

C. During or immediately following a fire at a permitted facility, a violation of this Section has occurred and has been documented by the AHJ.

105.5.56.5 Right to Appeal Permit Revocation, Added.
The right to appeal a permit revocation is provided in the City Fire Prevention Code 9.52.030.16 Section 111.1 Board of Appeals and in accordance with Chapter 2.30 of the City Code.

105.5.56.6 Permit Requirements, Added.
A. **Tier 1.** For facilities that maintain no more than one (1) Unit of loose storage and/or no more than one (1) Unit of baled storage, the following requirements shall be met:

1. A facility fire plan, subject to approval by the AHJ, that includes: a description of all Combustible Material at the facility and the manner in which it is stored, routes of facility evacuation for employees, fire awareness and prevention orientation training for facility employees, site plan indicating fixed structures,

Units and fire extinguisher locations, a facility fire alarm system, and a description of security measures to restrict public access to Combustible Material stored outside;

2. A minimum of one (1) type 2A20BC fire extinguisher per Unit, with a distance of no more than 50 feet between the extinguisher and the closest point of the Unit;

3. A minimum of one (1) type 2A20BC fire extinguisher mounted on each vehicle used to manage, load, or move Combustible Material;

4. Installation of a security measure to restrict public access to Combustible Material stored outside by use of a physical barrier, such as a fence or wall, in accordance with applicable zoning ordinance(s);

5. Payment of Outside Storage of Combustible Material Permit Tier 1 permit fee in the amount set by City Council through its budget resolution or other duly adopted resolution; and

6. Proof of Financial Responsibility for the facility, in the principal sum of $1,000,000.00 and in accordance with Subsection 105.5.56.8 of this ordinance.

B. **Tier 2.** For facilities that maintain more than one (1) Unit of loose storage, more than two (2) Units of baled storage, or any combination of more than two (2) Units of loose or baled storage, the following requirements shall be met:

1. Provisions 1 — 4, permit requirements for Tier 1;

2. Payment of Outside Storage of Combustible Material Permit Tier 2 permit fee in the amount set by City Council through its budget resolution or other duly adopted resolution; and

3. Proof of Financial Responsibility for the facility, in the principal sum of $2,000,000.00 and in accordance with Subsection 105.5.56.8 of this ordinance.

105.5.56.7 Storage, Added.
Combustible Material stored outside shall be maintained in accordance with the following requirements:

A. For Units of loose storage:

1. Unit height shall not exceed eight (8) feet;

2. Unit footprint shall not exceed a perimeter measurement of three hundred (300) feet;

3. A buffer zone shall be established between each Unit and the physical barrier indicated in the permit application of at least twenty (20) feet; and

4. A storage separation space shall be established between individual Units of Combustible Material of at least twenty (20) feet.

B. For Units of baled storage:

1. Unit height shall not exceed twelve (12) feet;

2. Unit footprint shall not exceed a perimeter measurement of five hundred (500) feet;

3. A buffer zone shall be established between each Unit and the physical barrier indicated in the permit application of at least twenty (20) feet; and

4. A storage separation space shall be established between individual Units of Combustible Material of at least twenty (20) feet.

C. Storage Separation Space and Fire Safety Buffer Zone:

1. No storage of Combustible Material shall be allowed within the buffer zone or in the storage separation space described in this Subsection. In addition, said buffer zone and storage separation space must at all times be kept free and clear of equipment, material and/or accumulation of waste.

2. A reduction to ten (10) feet for the fire safety buffer zone, as described in the immediately preceding paragraph, may be allowed at a facility where Combustible Material is stored in containers approved by the Department.

3. A reduction of the storage separation space may be allowed where the Combustible Material is stored in containers approved by the Department.

105.5.56.8 Financial Responsibility, Added.

A. Insurance. No permit applicant shall be issued a permit until the applicant presents evidence satisfactory to the AHJ that the applicant meets the following minimum insurance requirements:

1. The applicant shall procure and shall maintain during the term of the permit such public liability insurance naming the permittee performing work associated with the permit as insured, co-insured or additionally insured for claims for damages for personal injury, including accidental death, as well as for claim for property damage that may arise from outside storage of combustible material associated with the facility identified on the permit.

2. Minimum limits of liability and coverage shall be $1,000,000.00 for a Tier 1 Permit or $2,000,000.00, for a Tier 2 Permit, for each occurrence and in the aggregate. Permit applicants that are governmental entities may comply with the insurance requirements of this Subsection by providing certification that they are self-insured.

3. Such insurance shall be written by an accredited insurance company under the supervision of the Board of Insurance Commissioners of the State of Texas. Evidence of compliance with these insurance requirements shall be considered as having been met when a copy of the insurance policy or a certificate of insurance has been filed with and approved by the AHJ. Such policy shall include an endorsement that the City is named as an additional insured to the full amount of the policy limits and that the AHJ shall be notified at least thirty (30) days in advance in the event the policy or policies are canceled and ten (10) days in advance for non-payment of policy premiums. The certificate of insurance shall recite or attach such endorsement for additional insured and the notice requirements. The permitee shall maintain said insurance with a solvent insurance company authorized to do business in Texas. The policy shall provide that the insurer will defend against all claims and lawsuits which arise and will pay any final judgment of a court of competent jurisdiction against the City, its officers, agents, servants or employees, and permittee, his officers, agents, servants or employees. Failure to keep the insurance policy in full force and effect throughout the term of the permit shall be grounds for permit revocation.

4. A permit applicant who has provided certificates of insurance to the City pursuant to the requirements of a Chapter of the City Code other than this Subchapter that meet all of the requirements established in this Subchapter shall not be required to obtain an additional insurance but is required to provide such certificates of insurance showing present coverage as required in this Subchapter. A permittee who has multiple permits under this Chapter is required to provide only one current valid certificate of insurance for all such permits but may be required to provide a copy of the current certificate of insurance with each application under this Subchapter.

105.5.56.9 Nontransferable, Added.

Permits issued under this chapter shall be personal to the permittee, and shall not be assigned or transferred to any other person or entity.

9.52.030.6 Section 105.6 Required construction permits, Amended.

105.6 Required construction permits.

Where required, application for construction permit shall be made to the building official in accordance with Section 105 of the International Building Code and Title 18, Chapter 18.08 (Building Code) of the El Paso City Code.

9.52.030.7 Section 105.6.18.1 Private fire hydrant construction plans, Added.

105.6.18.1 Private fire hydrant construction plans.
Private fire hydrant construction plans. Private fire hydrant construction plans shall be submitted by a Texas licensed fire protection contractor or a Texas licensed master plumber.

9.52.030.8 Section 105.6.25 Access Control System, Added.

105.6.25 Access Control System Permit.
A permit shall be required for the installation of an access control system in a building that has a fire alarm control panel.

9.52.030.10 Section 107.7 Permits required, Added.

107.7 Permits required.
Permits and licenses required by this Fire Code shall be obtained from the AHJ. Permit and license fees, as required in accordance with the schedule as established by the applicable governing authority, shall be paid to the City prior to issuance of the permit or license. This fee is charged to pay part of the expense of enforcing this section. Any person commencing work or performing any action requiring a permit under this Fire Code without first obtaining the necessary permit shall be subject to a fee of 300% of the scheduled permit fee in addition to the scheduled permit fee and other penalties set forth in Section 112 of this Fire Code. Issued permits shall be kept on the premises designated therein at all times and shall be readily available for inspection by the AHJ.

9.52.030.11 Section 107.8 Time limit of application, Added.

Section 107.8 Time limitation of application.
An application for an operational permit for any proposed work or operation shall be deemed to have been abandoned if all applicable fees are not paid in full within 30 days after the date of signing of the permit application.

9.52.030.13 Section 108.5 Certificates of Occupancy, Added.

108.5 Certificates of Occupancy, Added.
The building owner, or an occupant, or other person having charge or control of a building, structure or premises or their duly authorized agent shall have a valid certificate of occupancy available for review, upon request by the fire code official conducting an official inspection of a building, structure or premises. Failure to provide a valid certificate of occupancy upon request to the fire code official shall result in the denial of the issuance of an operational permit by the fire code official, unless the building existed prior to November 23, 1955 and has not been structurally altered or experienced a change in use since November 23, 1955.

108.5.1, Added.
Except as provided in Ordinance No. 1448 and other applicable law, it shall be a violation of this title if a building owner or an occupant or other person having charge or control of

a building, structure or premises does not obtain a certificate of occupancy from the building official.

108.5.2, Added.

In accordance with applicable law, the fire code official shall be authorized to take immediate action when life safety issues require such action.

108.5.3, Added.

The provisions of this Subsection 9.52.030.13, including a determination that a certificate of occupancy is not required because the building existed prior to November 23, 1955 and has not been structurally altered or experienced a change in use since November 23, 1955, shall be subject to the appeal process referenced in local amendment 111.1 of Subsection 9.52.030.16 of the City Code.

9.52.030.14 Section 109.2.1.1 Private fire hydrant test and inspection records, Added.

109.2.1.1 Private fire hydrant test and inspection records.

Private fire hydrant test and inspection records shall be filed with the AHJ within two working days from the private hydrant's date of test/inspection.

9.52.030.15 Section 109.2.1.2 Fire hydrant not operative, Added.

109.2.1.2 Private fire hydrant not operative.

If a private fire hydrant is not operative and is not repaired at the time of its test/inspection, the hydrant's condition must be reported to the AHJ immediately.

9.52.030.16 Section 111.1 Board of appeals established, Amended.

111.1 Board of appeals.

Appeals of orders, decisions or determinations by the AHJ relative to the application and interpretation of Fire Code may be appealed to the Construction Board of Appeals in accordance with Chapter 2.30 of the City Code.

9.52.030.17 Section 112.4 Violation penalties, Amended.

112.4 Violation penalties.

Persons who shall violate a provision of this Fire Code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the AHJ, or of a permit or certificate used under provisions of this Fire Code, shall be guilty of a misdemeanor, punishable by a fine of not more than two thousand dollars. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

9.52.030.18 Section 112.5 Citations, Added.

112.5 Citations.

The AHJ shall have the authority to issue citations for violations of provisions of this Fire Code**.**

9.52.030.194 Section 113.4 Failure to comply, Amended.

113.4 Failure to comply.
Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not more than two thousand dollars. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

9.52.040 – Chapter 2, Definitions, Amended.
International Fire Code, 2021 Edition, Chapter 2, Definitions, is hereby adopted in its entirety with the following amendments:

9.52.040.1 Section 202 General Definitions, Amended.

The following definitions are added to those already included in Section 202 of the 2021 International Fire Code or amend those definitions already in the section.

"Adult Foster Care (AFC) Home" means a home that provides supervised, 24-hour living arrangements for people who are unable to continue living independently in their own homes because of a physical, mental or emotional limitation.

"Alter or Alteration" means any change or modification in construction or occupancy.

"Authority Having Jurisdiction (AHJ)" means an organization, office, or individual responsible for enforcing the requirements of a code or standard, or for approving equipment, materials, an installation, or a procedure.

"Building Official" means where the term "Building Official" is used within the fire prevention code and this chapter, it shall have the same meaning as set forth in Section 18.02.102.2 of the El Paso City Code.

"Dry pipe valve" A dry standpipe system normally filled with pressurized air that is arranged through the use of a device, such as a dry pipe valve, to admit water into the system piping automatically upon the opening of a hose valve. The water supply of the automatic dry standpipe system shall not be required to be capable of supplying the system demand.

"Environment" means any surface water, groundwater, drinking water supply, land surface or subsurface strata, or ambient air within or under the control of the United States.

"Fire Barrier" means a fire-resistance-rated wall assembly of materials permanently fixed in place designed to restrict the spread of fire in which continuity is maintained.

"Fire District" means a heavily populated or congested commercial area as described in Chapter 18.08 of the City Code, also known as the 'limits established by law'.

"Flame Effects" means the combustion of solid, liquid, or gas, designed specifically to produce an open flame when ignited to display a thermal, physical, visual, or audible phenomena as defined in NFPA 160. Such devices include paraffin wax candles, LP gas candles, torches, LP-gas burners, and 'sky lantern' type flame illuminated aerial devices and cold spark machines.

"Foster Family Home" means a home that is the primary residence of the foster parents and provides care for six of fewer children or young adults, under the regulation of a child-placing agency.

"Fuel Oil" Kerosene or any hydrocarbon oil having a flash point not less than 100 F (38 C).
"Jurisdictional Area" means an area within the City limits of the City.

"Repair Garage" means a building, structure, or portion thereof used for servicing, or repairing motor vehicles, or a building, structure, or portion thereof used for installation of aftermarket parts and accessories on motor vehicles.

"Vacant" has the same meaning as defined by Chapter 18.40 (Vacant Buildings) of the El Paso City Code.

9.52.050 – Chapter 3, General Requirements, Amended.
International Fire Code, 2021Edition, Chapter 3, Scope and Administration, is hereby adopted in its entirety with the following amendments:

9.52.050.1 Section 310.1 General, Amended.

310.1 General.
Refer to Chapter 9.50 of the City Code.

9.52.050.2 Section 311.7 Vacant Buildings Ordinance, Added.

311.7 Vacant Buildings Ordinance.
Vacant premises shall also comply with the provisions of Chapter 18.40 (Vacant Buildings) of the City Code.

9.52.050.3 Section 315.3.5 Aisles, Added.

Section 315.3.5 Aisles.
In areas where miscellaneous combustible materials are stored, an aisle of at least 30 inches in width shall be provided for every 50 linear feet of piles, palletized, racked, or bin storage.

9.52.050.4 Section 315.4 Outside storage, Amended.

315.4 Outside storage.
Outside storage, including but not limited to pile storage of combustible materials, shall not be located within 10 feet of a property line, building, and or structure. Outside storage,

including pile storage shall be maintained from an existing fence line a minimum distance equal to the height of the material stored.

Exceptions:

1. The separation distance to a property line is allowed to be reduced to 3 feet for storage not exceeding 6 feet in height.

2. The separation distance to a property line is allowed to be reduced when the AHJ determines that no hazard to the adjoining property exists.

9.52.050.5 Section 315.4.2 Height, Amended.

315.4.2 Height.
Storage in the open, including but not limited to pile storage, shall not exceed 20 feet in height.

9.52.050.6 Section 315.4.3 Width, Added.

315.4.3 Width.
A minimum of 20 feet width separation between all outside storage, including but not limited to, pile storage, shall be provided.

9.52.050.7 Section 319 Mobile Food Preparation Vehicles.

319 Mobile Food Preparation Vehicles, Added.
Beginning Calendar Year 2025 all permitted mobile food preparation vehicles as defined by the 2021 International Fire (IFC) will have to meet all the following requirements.

319.1 General. Mobile food preparation vehicles that are equipped with appliances that produce smoke or grease laden vapors shall comply with this section.

319.2 Permit required. Permits shall be required as set forth in Section 105.5.

319.3 Exhaust hood. Cooking equipment that produces grease-laden vapors shall be provided with a kitchen exhaust hood in accordance with Section 606.

319.4 Fire protection, amended.
Fire protection shall be provided in accordance with Section 319.4.1.

319.4.1 Fire extinguisher.
Portable fire extinguishers shall be provided in accordance with Section 906.4.

319.5 Appliance connection to fuel supply piping.
Gas cooking appliances shall be secured in place and connected to fuel-supply piping with an appliance connector complying with ANSI Z21.69/CSA 6.16. The connector installation shall be configured in accordance with the manufacturer's installation

instructions. Movement of appliances shall be limited by restraining devices installed in accordance with the connector and appliance manufacturer's instructions.

319.6 Cooking oil storage containers.
Cooking oil storage containers within mobile food preparation vehicles shall have a maximum aggregate volume not more than 120 gallons (454 L), and shall be stored in such a way as to not be toppled or damaged during transport

319.7 Cooking oil storage tanks.
Cooking oil storage tanks within mobile food preparation vehicles shall comply with

Sections 319.7.1 through 319.7.5.2.

319.7.1 Metallic storage tanks.
Metallic cooking oil storage tanks shall be listed in accordance with UL 80 or UL 142, and shall be installed in accordance with the tank manufacturer's instructions.

319.7.2 Nonmetallic storage tanks.
Nonmetallic cooking oil storage tanks shall be installed in accordance with the tank manufacturer's instructions and shall comply with both of the following:
1. Tanks shall be listed for use with cooking oil, including maximum temperature to which the tank will be exposed during use.
2. Tank capacity shall not exceed 200 gallons (757L) per tank.

319.7.3 Cooking oil storage system components.
Metallic and nonmetallic cooking oil storage system components shall include, but are not limited to, piping, connections, fittings, valves, tubing, hose, pumps, vents and other related components used for the transfer of cooking oil.

319.7.4 Design criteria.
The design, fabrication and assembly of system components shall be suitable for the working pressures, temperatures and structural stresses to be encountered by the components.

319.7.5 Tank venting.
Normal and emergency venting shall be provided for cooking oil storage tanks.

319.7.5.1 Normal vents.
Normal vents shall be located above the maximum normal liquid line, and shall have a minimum effective area not smaller than the largest filling or withdrawal connection. Normal vents are not required to vent to the exterior.

319.7.5.2 Emergency vents.
Emergency relief vents shall be located above the maximum normal liquid

line, and shall be in the form of a device or devices that will relieve excessive internal pressure caused by an exposure fire. For nonmetallic tanks, the emergency relief vent shall be allowed to be in the form of construction. Emergency vents are not required to discharge to the exterior.

319.8 LP-gas systems.
Where LP-gas systems provide fuel for cooking appliances, such systems shall comply with Chapter 61 and Sections 319.8.1 through 319.8.5.

319.8.1 Maximum aggregate volume.
The maximum aggregate capacity of LP-gas containers transported on the vehicle and used to fuel cooking appliances only shall not exceed 200 pounds (91 kg) propane capacity.

319.8.2 Protection of container.
LP-gas containers installed on the vehicle shall be securely mounted and restrained to prevent movement.

319.8.3 LP-gas container construction.
LP-gas containers shall be manufactured in compliance with the requirements of NFPA 58.

319.8.4 Protection of system piping.
LP-gas system piping, including valves and fittings, shall be adequately protected to prevent tampering, impact damage, and damage from vibration.

319.8.5 LP-gas alarms.
A listed LP-gas alarm shall be installed within the vehicle in the vicinity of LP-gas system components, in accordance with the manufacturer's instructions.

319.9 CNG systems.
Where CNG systems provide fuel for cooking appliances, such systems shall comply with Sections 319.9.1 through 319.9.4.

319.9.1 CNG containers supplying only cooking fuel.
CNG containers installed solely to provide fuel for cooking purposes shall be in accordance with Sections 319.9.1.1 through 319.9.1.3.

319.9.1.1 Maximum aggregate volume.
The maximum aggregate capacity of CNG containers transported on the vehicle shall not exceed 1,300 pounds (590 kg) water capacity.

319.9.1.2 Protection of container.

CNG containers shall be securely mounted and restrained to prevent movement. Containers shall not be installed in locations subject to a direct vehicle impact.

319.9.1.3 CNG container construction.
CNG containers shall be an NGV-2 cylinder.

319.9.2 CNG containers supplying transportation and cooking fuel.
Where CNG containers and systems are used to supply fuel for cooking purposes in addition to being used for transportation fuel, the installation shall be in accordance with NFPA 52.

319.9.3 Protection of system piping.
CNG system piping, including valves and fittings, shall be adequately protected to prevent tampering, impact damage and damage from vibration.

319.9.4 Methane alarms.
A listed methane gas alarm shall be installed within the vehicle in accordance with manufacturer's instructions.

319.10 Maintenance.
Maintenance of systems on mobile food preparation vehicles shall be in accordance with Section 319.10.1.

319.10.1 Exhaust system.
The exhaust system, including hood, grease-removal devices, fans, ducts and other appurtenances, shall be inspected and cleaned in accordance with Section 606.3.

319.10.2 Fire Protection systems and devices.
Fire protection systems and devices shall be maintained in accordance with Section 901.6.

319.10.3 Fuel gas systems.
LP-gas containers installed on the vehicle and fuel-gas piping systems shall be inspected annually by an approved inspection agency or a company that is registered with the US Department of Transportation to requalify LP-gas cylinders, to ensure that system components are free from damage, suitable for the intended service and not subject to leaking. CNG containers shall be inspected every 3 years in a qualified service facility. CNG containers shall not be used past their expiration date as listed on the manufacturer's container label. Upon satisfactory inspection, the approved inspection agency shall affix a tag on the fuel gas system or within the vehicle indicating the name of the inspection agency and the date of satisfactory inspection.

9.52.060 – Chapter 4, Emergency Planning and Preparedness, Amended.
International Fire Code, 2021Edition, Chapter 4, Emergency Planning and Preparedness, is hereby adopted in its entirety with the following amendments:

9.52.060.1 Section 408 Places of Assembly, Added.

408 Places of Assembly

408.1 Overcrowding in Places of Assembly, Added.
The number of persons in any building or portion thereof shall not exceed the amount permitted in accordance with the Building Code or Fire Code. The owner, supervisor or manager responsible for admitting persons shall be responsible for keeping an accurate occupant count at all times during business hours. In places of assembly with a capacity of 100 or more persons, the occupant count shall be kept in written form and made readily available to AHJ or his authorized representative upon request or at each 30-minute intervals.

408.2 Authority of AHJ in overcrowded conditions, Added.
No person shall permit overcrowding or admittance of any person beyond the approved capacity of any place of assembly. The AHJ, upon finding any overcrowded conditions or obstructions in aisles, passageways or other means of egress, or upon finding any conditions which constitutes a threat to life safety, shall cause the performance, presentation, spectacle or entertainment to be stopped until such condition or obstruction is corrected.

408.3 Offense for allowing overcrowding, Added.
Any owner, supervisor or manager who shall admit persons in excess of the occupant capacity set by the AHJ shall be guilty of a misdemeanor offense punishable by a fine as provided in the City Code. Each person admitted or ticket sold in excess of such number shall constitute a separate offense.

408.4 Failure to comply, Added.
For failure to comply herewith, the AHJ may, in the name of the City, apply to a court of competent jurisdiction for an injunction to compel compliance. Failure to comply with this subsection shall make the person so failing, and any person by whom he was employed at the time he failed to comply, subject to the enforcement provisions of Section 112 of the IFC and Section 9.52.030.194 of the City Code, and he or she shall in addition show cause, if any exists, why he or she should not be eligible for a permit for two (2) years after the date of violation. These penalties are in addition to any criminal penalties provided for by this chapter.

9.52.070 – Chapter 5, Fire Service Features, Amended.
International Fire Code, 2021Edition, Chapter 5, Fire Service Features, is hereby adopted in its entirety with the following amendments:

9.52.070.1 Section 503.1.4 Facility yards, Added.

503.1.4 Facility yards.
An approved fire apparatus access road shall be provided to within 150 feet of all outside combustible/flammable materials storage, including but not limited to pile storage, located in automobile wrecking yards, junkyards, recycling facilities, or wrecking yards.

9.52.070.2 Section 505.1 Address identification, Amended.

505.1 Address Numbers.
New and existing buildings shall be numbered in accordance with Title 18 of the City Code.

9.52.070.3 Section 506.1.1.1 Electric Gate, Added.

506.1.1.1 Electric Gate.
An approved electric Knox Switch shall be installed on electric access gates where required by the AHJ.

9.52.070.4 Section 507.3.1 Minimum pressure requirement, Added.

507.3.1 Minimum pressure requirement.
When the water supply system is intended to provide firefighting capability, the water supply system must also be designed to maintain a minimum pressure of 20 psi under combined fire and drinking water flow conditions pursuant to 30 Tex. Admin. Code Section 290.46(r).

9.52.070.5 Section 507.4.1 Flow test adjustments.

507.4.1 Flow Test Adjustments, Added.
Water flow test data shall be adjusted to account for daily and seasonal fluctuations, large simultaneous industrial use, future demand on water supply, or any other condition that could affect the water supply. The fire protection system design shall be based on not more than 90% of the water flow test data. The water flow test data shall only be valid if the required data is obtained within five (5) years from the date plans are submitted to the AHJ.

507.4.2 System Water Demand Verification, Added.
Backflow forward flow test shall be performed by the contractor and witnessed by the Fire Marshal inspector to verify water demand calculations submitted by the system designer.

9.52.070.6 Section 507.5.1 Where required, Amended.

507.5.1 Where Required.
Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 800 feet from a hydrant on a fire apparatus access road, as measured by an *approved* route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the *AHJ*.

9.52.070.7 Section 507.5.5 Clear space around hydrants, Amended.

507.5.5 Clear space around hydrants.
A 5-foot clear space shall be maintained around the circumference of fire hydrants, except as otherwise required or approved**.**

9.52.070.8 Section 507.5.7 Private fire hydrants, Added.

507.5.7 Private fire hydrants.
All private fire hydrants shall comply with the current EPWU hydrant installation specifications.

9.52.070.8.1 Section 507.5.7.1 DATV, Added.

507.5.7.1 DATV.
Installation of a Davidson Anti-Terrorism Valve is optional on a private fire hydrant.

9.52.070.9 Section 508.1.2 Separation, Amended.

508.1.2 Separation.
The *fire command center* shall be separated from the remainder of the building by not less than a 1-hour fire-resistance-rated fire barrier constructed in accordance with Section 707 of the *International Building Code* or horizontal assembly constructed in accordance with Section 711 of the *International Building Code*, or both. No openings shall be permitted between the fire command center and the building being protected.

9.52.070.10 Section 510 Emergency Responder Communication Coverage, Added.

510.1 Emergency Responder Communication Coverage in new buildings, Amended.
Approved in-building, two-way emergency responder communication coverage for emergency responders shall be provided in all new buildings. In-building, two-way emergency responder communication coverage within the building shall be based on the existing coverage levels of the public safety communication systems utilized by the jurisdiction, measured at the exterior of the building. This section shall not require improvement of the existing public safety communication systems.

Exceptions:

1. Where approved by the building official and the fire code official, a wired communication system in accordance with Section 907.2.13.2 shall be permitted to be installed or maintained instead of an approved radio coverage system.

2. Where it is determined by the fire code official that the radio coverage system is not needed.

3. In facilities where emergency responder radio coverage is required and such systems, components or equipment required could have a negative impact on the normal operations of that facility, the fire code official shall have the authority to accept an automatically activated emergency responder radio coverage system.

4. Section 510 of the International Fire Code shall not apply to buildings less than 40,000 square feet or any single-family detached residential dwelling or multifamily building or structure less than 40,000 square feet or any building under four stories with less than 40,000 square feet per floor.

510.2 Emergency responder communication coverage in existing buildings, Amended.
Communications coverage in existing buildings will continue to be evaluated based on the square footage of the building and any identified communications failures.

9.52.080 – Chapter 9, Fire Protection Systems, Amended.
International Fire Code, 2021Edition, Chapter 9, Fire Protection Systems, is hereby adopted in its entirety with the following amendments:

9.52.080.1 Section 901.2.2 Supporting data, Added.

901.2.2 Supporting data.
The supporting data in the form of hydraulic calculations required by AHJ for installation or modification of all fire suppression systems shall be valid if the flow test data is within 5 years from the date plans are submitted.

9.52.080.2 Section 901.4.3.1 Extending Sprinkler System Coverage, Added.

901.4.3.1 Extending Sprinkler System Coverage.
When a sprinkler system is installed inside a shell building, all tenant improvements that take place inside the shell building are required to have a sprinkler system modification that meets the current NFPA 13 standards.

9.52.080.3 Section 903.2.8 Group R, Amended.

9.03.2.8. An automatic sprinkler system installed in accordance with IFC Section 903.3 shall be provided throughout all buildings with a Group R fire area. For Group R-2 occupancies, an automatic sprinkler system shall be provided throughout all floors of buildings with a Group R-2 fire area where more than two stories in height, including basements, or where having more than 16 dwelling units.

Exceptions:
1. Group R-1, where guestrooms are not more than three stories above the lowest level of exit discharge and each guestroom has at least one door leading directly to an exterior exit access that leads directly to approved exits.

2. A residential sprinkler system installed in accordance with Section 903.3.1.2 shall be allowed in buildings, or portions thereof, of Group R-1.

3. Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with a separate means

of egress, and their accessory structures not more than three stories above grade plane in height conforming with the provisions of the International Residential Code.

9.52.080.4 Section 903.2.10.3 Group S-2 Warehouses, Added.

903.2.10.3 Group S-2 Warehouses.
An automatic sprinkler system shall be provided in accordance with Section 903.3.1.1 throughout a Group S-2 warehouse when the S-2 warehouse fire area exceeds 12,000 square feet.

9.52.080.5 Section 903.2.11.3 Buildings 55 feet or more in height, Amended.

903.2.11.3 Buildings 35 feet or more in height.
An automatic sprinkler system shall be installed throughout buildings that have one or more stories with an occupant load of 30 or more, located 35 feet or more above the lowest level of fire department vehicle access, measured to the finished floor.

Exception: Occupancies in Group F-2.

9.52.080.7 Section 903.3.1.1.4 Hydrostatic Testing, Added.

903.3.1.1.4 Hydrostatic Testing.
A Hydrostatic test at 200 psi is required when more than 20 Mechanical Ts or when new pipe is installed.

9.52.080.8 Section 903.1.1.5 Acceptance Testing, Added.

903.3.1.1.5 Acceptance Testing.
For all new or reconfigured high pile storage warehouses (HPSW), a rack storage array inspection will be conducted after the rack system has been installed in a HPSW. This is to verify that the racks are positioned for proper sprinkler coverage.

9.52.080.10 Section 903.3.5.3 Freeze Protection, Added.

903.3.5.3 Freeze Protection.
Where aboveground water-filled supply pipes, risers, system risers, or feed mains for a fire protection system pass through areas subject to temperatures below 40 degrees Fahrenheit, the pipe shall be protected from freezing by a listed method.

9.52.080.11 Section 903.4 Sprinkler System Supervision & Alarms, Amended.

903.4 Sprinkler System Supervision & Alarms.
Valves controlling the water supply for automatic sprinkler systems, pumps, tanks, water levels and temperatures, critical air pressure, underground gate valves, and water flow switches on all sprinkler systems shall be electrically supervised by a listed fire alarm control unit or as approved by the authority having jurisdiction.

Exceptions:

1. Automatic sprinkler systems protecting one- and two-family dwellings.

2. Limited area sprinkler systems installed in accordance with Section 903.3.8.

3. Automatic sprinkler systems installed in accordance with NFPA 13R where a common supply main is used to supply both domestic water and the automatic sprinkler system and a separate shutoff valve for the automatic sprinkler is not provided.

4. Jockey pump control valves that are sealed or locked in the open position.

5. Control valves to commercial kitchen hoods, paint spray booths or dip tanks that are sealed or locked in the open position.

6. Valves controlling the fuel supply to fire pump engines that are sealed or locked in the open position.

7. Trim valves to pressure switches in dry, preaction and deluge sprinkler systems that are sealed or locked in the open position.

8. Underground key or hub gate valves in roadway boxes

9.52.080.12 Section 903.4.2 Alarms, amended.

903.4.2 Alarms.
An approved audible device, located on the exterior and interior of the building in an approved location, shall be connected to each automatic sprinkler system. Such sprinkler water flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

9.52.080.14 Section 903.4.4 Multi-Tenant and Warehouse Buildings, Added.

903.4.4.1 Multi-Tenant Buildings, Added.
In buildings requiring sprinkler systems with multiple tenants, where no fire alarm is required, each tenant will have the minimum of one notification device (horn/strobe) to provide audio and visual notification upon activation of the monitoring alarm system, in a location approved by the AHJ.

903.4.4.2 Warehouse buildings (S1/S2) Office Areas, Added.
In warehouse buildings requiring sprinkler systems, where no fire alarm is required, a notification device shall be provided in normally occupied office areas. One device per office area if more than one office area exists and-or one device per level of office area if

more than one level exists. Notification devices shall also be provided in storage areas where audio and visual notification would be evident within those areas.

903.4.4.3 Warehouse Buildings (S1/S2) Storage Areas, Added.

In warehouse buildings requiring sprinkler systems and where no fire alarm is required, notification devices shall be provided in storage areas spaced at 3 times the distance required for a full notification system (triple spaced between devices).

9.52.080.15 Section 903.5.1 Underground Pipe, Added.

903.5.1 Underground Pipe.

All underground fire line pipe not installed by EPWU shall be hydrostatically tested per NFPA 13 and NFPA 24 requirements.

9.52.080.19 Section 903.7 Buildings with Multiple Risers, Added

903.7 Buildings with Multiple Risers.

When a building is served by multiple sprinkler system risers, all of the risers shall be served by a manifold system. If the risers are not served by a manifold system, the separate systems boundaries must be clear and able to be described by the addressable fire alarm system.

9.52.080.20 Section 904.2.3 Alternative Automatic Fire Extinguishing Systems, Added.

904.2.3 Alternative Automatic Fire Extinguishing Systems.

Fire Extinguishing Systems installed in lieu of a sprinkler system in areas where occupants will be incapacitated (ex: Hyperbaric Facilities) shall use an extinguishing agent which supports life.

9.52.080.21 Section 904.3.5.1 Single tenant building, Added.

904.3.5.1 Single tenant building.

In a single tenant building, where sprinkler monitoring is installed in accordance with 903.4.1, automatic fire-extinguishing systems shall be connected to sprinkler monitoring and a notification device (horn strobe) shall be placed in or near the space protected by the automatic fire-extinguishing system at a location approved by the AHJ.

9.52.080.22 Section 904.4.2.2 Alarm Notification, Added.

904.4.2.2 Alarm Notification.

A notification appliance is required exclusive for annunciation of the hood suppression system. A bell that is interconnected to the hood suppression system shall be used.

9.52.080.23 Section 904.10.4 Acceptance Testing, Added.

904.10.4 Acceptance Testing.

As part of the Acceptance Test for all clean agent systems, a door fan test is required to be witnessed and verified by the fire code official that it meets the standard specified in NFPA 2001.

9.52.080.24 Section 904.13.2.1 Fire Alarm Control Panel (FACP) Interconnection, Added.

904.13.2.1 Fire alarm Control Panel (FACP) Interconnection.
The automatic fire extinguishing system for commercial cooking systems shall be interconnected to a FACP where a FACP is installed in the building.

9.52.080.25 Section 905.2 Installation Standard for Standpipe Systems, Amended.

905.2.1 Installation Standard for Automatic Standpipe Systems, Added.
NFPA 14 11.5.1 Automatic Standpipe Flow Test/Hydraulic Verification Methods shall be field performed to confirm hydraulic design by way of methods outlined in 7.10.1 Class I and Class III Systems.

905.2.2 Installation Standard for Manual Standpipe Systems, Added.
NFPA 14 11.5.2 Manual Standpipe Flow Test/Hydraulic Verification Methods as depicted in Figure A.11.5.2(a) or Figure A.11.5.2(b) shall be done prior to system final. Contractor under FSYS permit shall be responsible for obtaining their own pump capable of flowing the required gpm and at the required pressure for the system.

Figure A.11.5.2(a) and Figure A.11.5.2(b) on following page.

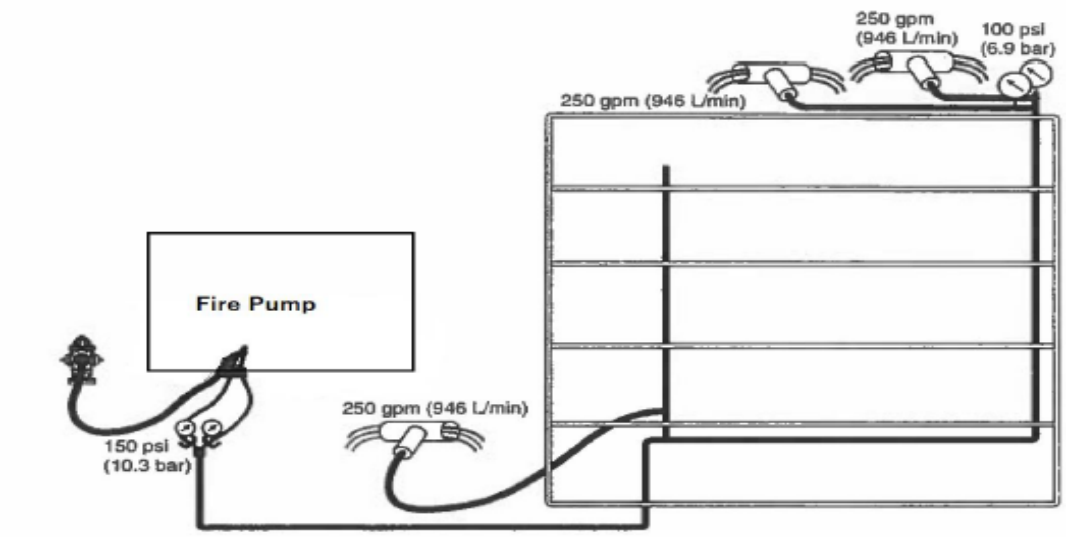


FIGURE A.11.5.2(a) Standpipe Flow Test Methods: Test With Pump Through FDC.

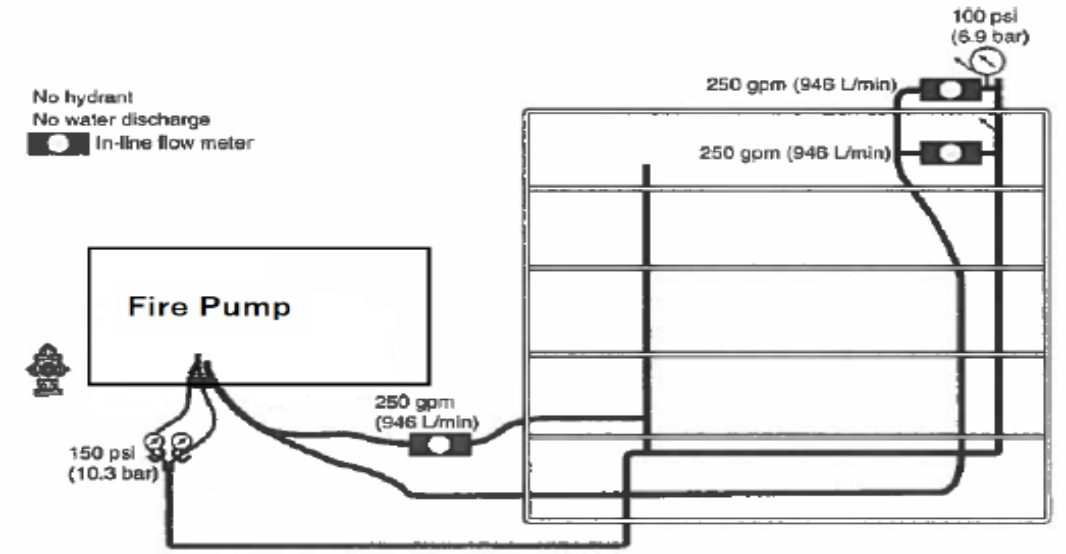


FIGURE A.11.5.2(b) Standpipe Flow Test Methods: Test by Recirculating Water.

9.52.080.26 Section 905.3.9 Mega Structure Special Considerations, Added.

905.3.9 Mega Structure Special Considerations.
All buildings that exceed exit travel distance of 300 ft. require a Class 1 Standpipe system with hose connections. A hose connection shall be provided within 200 ft. of all portions of the building. The distance between each hose connection shall not exceed 400 feet. The hose connections are required to be cross-zoned or on a dedicated standpipe system. A water-flow of 250 gpm at a pressure of 100 psi is required at the most remote hose connection. An acceptance test is required to verify the flow and pressure.

9.52.080.28 Section 905.8 Dry Standpipes, Amended.

905.8 Dry Standpipes, Amended.

A dry pipe valve standpipe system is required for all standpipe systems that are subject to freezing where an automatic dry standpipe system or a semiautomatic dry system is not required. The dry pipe valve must be installed in a conditioned space. Refer to Dry Pipe Valve in definitions.

Exception: Dry standpipes shall be allowed in parking garages where it is subject to freezing.

9.52.080.29 Section 906.1 Where required, Amended.

Section 906.1 Where required.
Portable fire extinguishers shall be installed in all of the following locations:

1. In new and existing Group A, B, E, F, H, I, M, R-1, R-2, R-4 and S occupancies.
   Exceptions:
   1. In Group R-2 occupancies, portable fire extinguishers shall be required only in locations specified in Items 2 through 6 where each dwelling unit is provided with a portable fire extinguisher having a minimum rating of 2-A:10-B:C.

9.52.080.30 Section 906.3.5 Minimum extinguisher requirements, Added.

906.3.5 Minimum extinguisher requirements.
Each individual occupancy shall have, at a minimum, one 2A10BC extinguisher for every 3000 square feet, or fraction thereof for Light (low) and Ordinary (moderate) hazard occupancies. Greater protection may be required depending on the nature of the hazard, whereas Table 906.3(1) shall be used.

9.52.080.31 Section 907.2 Where required- new buildings and structures, Amended.

907.2 Where required-new buildings and structures.
An approved fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.25 and provide occupant notification in accordance with Section 907.5, unless other requirements are provided by another section of this code.

Not fewer than one manual fire alarm box shall be provided in an approved location to initiate a fire alarm signal for fire alarm systems employing automatic fire detectors or waterflow detection devices. Where other sections of this code allow elimination of fire alarm boxes due to sprinklers, a single fire alarm box shall be installed at the main office or at a location where there is an employee or attendant present. If there is no main office or interior main entrance, it may be installed in the riser room.

Exceptions:

1. The manual fire alarm box is not required for fire alarm systems dedicated to elevator recall control and supervisory service.

9.52.080.32 Section 907.2.3.1 Portable Classrooms, Added.

907.2.3.1 Portable Classrooms.
In addition to the required notification devices, a manual fire alarm box that initiates the occupant notification signal shall be installed in portable classrooms when a manual fire alarm system is installed on the campus as per Section 907.2.3.

9.52.080.33 Section 907.2.24 Mixed Use Buildings, Added.

907.2.24 Mixed Use Buildings.
In mixed use buildings, not classified as high-rise, provided with a sprinkler monitoring system or fire alarm system as required elsewhere in this Fire Code or El Paso City Code, all notification devices shall activate upon alarm activation.

9.52.080.34 Section 907.2.25 Multiple Buildings, Added.

907.2.25 Multiple Buildings.
For properties where multiple buildings exist and where a fire alarm system or a sprinkler monitoring system has been installed in these properties, a separate FACP is required where the main address differs in each building or set of buildings. Each panel must transmit their own fire alarm signals directly to Central Station.

9.52.080.35 Section 907.6.3 Initiating device identification, Amended.
The fire alarm system shall identify the specific initiating device address, location, device type, floor level where applicable and status including indication of normal, alarm, trouble and supervisory status, as appropriate.

Exception: Fire alarm systems in single-story buildings less than 22,500 square feet in area and not classified E occupancy.

9.52.080.37 Section 907.6.4.3 Zone Descriptions, Added.

907.6.4.3 Zone Descriptions.
When a conventional fire alarm panel is installed, the FACP shall be programmed with zone descriptions for all configured zones regardless of square footage. The length of any zone shall not exceed 300 feet (91.44m) in any direction.

9.52.080.38 Section 907.6.6 Monitoring, Amended.

907.6.6 Monitoring.
Fire alarm systems required by this chapter or by the International Building Code shall be monitored by an approved supervising station in accordance with NFPA 72. Monitoring and reporting by the supervising station shall identify the specific initiating device address, location, device type, floor level where applicable for alarm, trouble and supervisory status, as appropriate.

9.52.080.39 Section 907.6.6.1.1 Dumb Dialers, Added.

907.6.6.1.1 Dumb Dialers.
Dry contact communication dialers for FACP's are not allowed.

9.52.080.40 Section 907.6.6.2.1 Monitor It Yourself (MIY) Revocation, Added.

907.6.6.2.1 MIY Revocation.
The fire code official may revoke the permission to use MIY transmitters to Public Safety Answering Points (PSAP) if these systems do not function properly or if the PSAP call takers are not proficient in using this system. Permission to use this type of system may be revoked after 5 failed tests within a year. The inability to read the fire alarm descriptions or the inability to receive a signal on a timely manner (within 5 minutes) will constitute a failed test.

9.52.080.41 Section 907.6.7 Fire alarm control panel electrical connection, Added.

907.6.7 Fire alarm control panel electrical connection.
Fire alarm control panels (FACP) that will serve multiple tenants are required to be connected to the building electrical house panel.

9.52.080.42 Section 907.6.8 Annunciation location for sprinkler monitoring systems, Added.

907.6.8 Annunciation location for sprinkler monitoring systems.
Where a sprinkler monitoring system is installed, the annunciation location needs to meet the same requirements as the annunciation location for a fire alarm system. (This will allow the FACP or a standalone annunciator to be located at a readily accessible location for fire department access)

9.52.080.44 Section 912.2.1.1 Distance and Accessibility, Added.

912.2.1.1 Distance and Accessibility.
The fire department connection shall be placed no further than 30 feet from an approved fire access road, shall not be obstructed and topography shall be such that it will be readily accessible to fire department personnel.

9.52.080.45 Section 912.2.1.2 Markings, Added.

912.2.1.2 Markings.
The curb immediately adjacent to the fire department connection shall be painted red. If no curb is provided, a six-inch minimum red stripe shall be painted on the pavement immediately adjacent to the FDC. The painted curb or stripe shall measure 10 feet. The

pavement immediately adjacent to the painted curb or stripe, shall be hash marked in red paint and extend out a minimum of 10 feet or as designated by the AHJ.

9.52.080.46 Section 912.2.1.3 Pathway, Added.

912.2.1.3 Pathway.
An unobstructed, level surface no less than 36 inches wide shall be provided from the fire department connection to the nearest point of the fire department access road.

9.52.080.47 Section 912.2.1.4 Shared fire line, Added.

912.2.1.4 Shared fire line.
Where a fire protection system is supplied by the same fire line as a private fire hydrant, the fire department connection for that system shall be connected to the fire protection system above the check valve.

9.52.080.48 Section 912.4.1 Locking fire department connection caps, Amended.

912.4.1 Locking fire department connection caps.
Locking caps on fire department connections for water-based fire protection systems where the responding fire department carries appropriate key wrenches for removal will be required after the effective date of this ordinance. Occupancies will have 2 years to comply with this section.

9.52.080.49 Section 912.6.1 Backflow protection device enclosures, Added.

912.6.1 Backflow protection device enclosures ASSE 1060 hot box.
A backflow protection device shall provide freeze protection by means of an outdoor enclosure. The enclosure must meet ASSE 1060 Class 1 requirements for freeze protection. Existing backflow protection devices that do not meet this requirement will have 2 years to comply.

9.52.080.50 Section 912.6.2 Freeze Protection, Added.

912.6.2 Freeze Protection.
Where aboveground water-filled supply pipes, risers, system risers, feed mains or branch lines for a fire protection system pass through areas subject to temperatures below 40 degrees Fahrenheit, the pipe shall be protected from freezing by a listed method.
9.52.080.51 Section 913.2.3 Fire Pump Cavitation, Added.

9.52.080.51 Section 913.2.3 Fire Pump Cavitation, Added.

913.2.3 Fire Pump Cavitation Protection.

The use of low suction pressure controls shall be used for fire pumps where the intake pressure drops below 30 psi when the fire pump is flowing at 150% at rated capacity, or when the underground is shared with a private hydrant(s).

9.52.080.54 Section 913.2.4 Fire Pump Power Supply Disconnect, Added.

913.2.4 Fire Pump Power Supply Disconnect.
A Mandatory Fire Pump power supply disconnect is required for all fire pump controllers. This disconnect shall not be located in the fire pump room and will be approved by the AHJ. Markings for the disconnecting means shall be in accordance with article 695.4 of the National Electrical Code (NEC).

9.52.080.55 Section 913.6 Jockey Pump Pressures, Added.

913.6 Jockey Pump Pressures.
Jockey pump pressures that serve a fire pump, for new or existing buildings, are not allowed to be artificially set low. Any existing building where this condition exists has up to 1 year to provide an NFPA 13 and NFPA 20 code compliant solution and corrective action for this deficiency.

9.52.080.56 Section 913.7 Fire pump bypass, Added.

913.7 Fire pump bypass.
Fire pump bypass piping shall be installed for all fire pump installations when connected to a pressurized water source such as a municipal water supply or pressurized private source.

9.52.080.57 Section 913.8 Diesel fire pumps, Added.

913.8 Diesel Fire Pumps.
The installation of diesel fire pumps shall not be allowed unless approved by the fire code official.

9.52.080.58 Section 913.9 Low suction throttling valve, Added.

913.9 Low Suction Throttling Valve.
A low suction throttling valve shall be installed and comply with sections 913.9.1 and 913.9.2.

913.9.1 Private fire hydrant.
A low suction throttling valve shall be installed for all fire pump installations that contain a fire hydrant on the private service main shared by both systems.

913.9.2 Suction pressure below 30 psi.
A low suction throttling valve shall be installed for all fire pump installations where the suction pressure falls below 30 psi when flowing the most demanding required fire flow of the sprinkler system, standpipe system, or private hydrant.

9.52.080.59 Section 915.2.3.1 Carbon Monoxide Annunciation in Group E Occupancies, Added.

915.2.3.1 Carbon Monoxide Annunciation in Group E Occupancies.
Carbon monoxide detection shall be installed in classrooms in Group E occupancies. Carbon monoxide alarm signals shall be automatically transmitted through a Fire Alarm Control Panel annunciator or a Carbon Monoxide Detection Panel annunciator to an on-site location that is staffed by school personnel. A supervisory signal shall be initiated and the signal shall also be transmitted to a Central Station monitoring service. In addition, a local audible alarm with the CO temporal code shall be annunciated in the room of origin.

9.52.090 – Chapter 10, Means of Egress, Amended.
International Fire Code, 2021Edition, Chapter 10, Means of Egress, is hereby adopted in its entirety with the following amendments:

9.52.090.1 Section 1004.7 Outdoor areas, Amended.

Section 1004.7. Outdoor areas.
Yards, patios, occupied roofs, courts and similar outdoor areas accessible to and usable by the building occupants shall be provided with means of egress as required by this chapter. The occupant load of such outdoor areas shall be assigned by the AHJ in accordance with the anticipated use. Where outdoor areas are to be used by persons in addition to the occupants of the building, and the path of egress travel from the outdoor areas passes through the building, means of egress requirements for the building shall be based on the sum of the occupant loads of the building plus the outdoor areas.

Exceptions:
1. Outdoor areas used exclusively for service of the building need only have one means of egress.

2. Both outdoor areas associated with Group R-3 and individual dwelling units of Group R-2.

9.52.090.3 Table 1020.2 Corridor Fire Resistance Rating, Amended.

Table 1020.2 Corridor Fire-Resistance Rating

[BE] TABLE 1020.2
CORRIDOR FIRE-RESISTANCE RATING

OCCUPANCY	OCCUPANT LOAD SERVED BY CORRIDOR	REQUIRED FIRE-RESISTANCE RATING (hours)	
		Without sprinkler system	With sprinkler system
H-1, H-2, H-3	All	Not Permitted	1[c]
H-4, H-5	Greater than 30	Not Permitted	1[c]
A, B, E, F, M, S, U	Greater than 30	1	0
R	Greater than 10	Not Permitted	0.5[e]/1[d]
I-2[a]	All	Not Permitted	0
I-1, I-3	All	Not Permitted	1[b, c]
I-4	All	1	0

a. For requirements for occupancies in Group I-2, see Sections 407.2 and 407.3 of the International Building Code.
b. For a reduction in the fire-resistance rating for occupancies in Group I-3, see Section 408.8 of the International Building Code.
c. Buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2 where allowed.
d. Group R-3 and R-4 buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.3. See Section 903.2.8 for occupancies where automatic sprinkler systems are permitted in accordance with Section 903.3.1.3.
e. For R occupancies with Corridor Occupant Load greater than 10, a 1-hour fire-resistance rating shall be permitted without sprinkler system.

9.52.100 – Chapter 11, Construction Requirements for Existing Buildings, Amended.
International Fire Code, 2021 Edition, Chapter 11, Construction Requirements for Existing Buildings, is hereby adopted in its entirety with the following amendments:

9.52.100.1 Section 1103.2 Emergency responder communication coverage in existing buildings, amended.

1103.2 Emergency responder communication coverage in existing buildings Communications coverage in existing buildings will continue to be evaluated based on the square footage of the building and any identified communications failures.
9.52.110 – Chapter 32, High-Piled Combustible Storage, Amended.
International Fire Code, 2021Edition, Chapter 32, High-Piled Combustible Storage, is hereby adopted in its entirety with the following amendments:

9.52.110.1 Section 3201.1.1 Purpose and Intent, Added.

3201.1.1 Purpose and intent. The City Council hereby finds, as a matter directly affecting public safety, protection of property, and the life safety of personnel involved in fire suppression activities, that all existing buildings used for high-piled combustible storage must comply with IFC Chapter 32, as amended.

9.52.110.2 Section 3201.1.2 Applicability, Added.

3201.1.2 Applicability.
The provisions of IFC Chapter 32, as amended, shall apply to all existing buildings used for high-piled combustible storage, on or after December 8, 1998, regardless of the date of construction or prior issuance of a Certificate of Occupancy for that building.

9.52.110.3 Section 3201.1.3 Effective date, Added.

3201.1.3 Effective date.
After the effective date, it shall be unlawful for any person, firm, or corporation to use, or permit the use, of any building, structure, or portion thereof, for high-piled combustible storage which does not fully comply with the requirements of IFC Chapter 32, as amended.

9.52.110.4 Section 3201.1.4, Appeals, Added.

3201.1.4 Appeals.
The owner of a building or an owner's duly authorized agent may appeal a decision of the Fire Code Official or the Building Official related to this Section. All appeals shall be directed to the Construction Board of Appeals, in accordance with Chapters 2.30 and 18.02 of the El Paso City Code.

9.52.110.5 Section 3204.3 Water flow test data adjustment, Added.

3204.3 Water flow test data adjustment.
The water flow test data shall be adjusted by the system designer to account for daily and seasonal fluctuations, large simultaneous industrial use, and future demand on the water supply system, or any other condition that could affect the water supply. The fire protection system design shall be based on not more than 90% of the water flow test data.

9.52.110.6 Section 3206.1.1 Fire protection, Added.

3206.1.1 Fire protection.
All existing buildings used for high-piled combustible storage must comply with the fire protection systems requirements identified in IFC Table 3206.2 and the current adopted International Building Code, (IBC), as amended.

9.52.110.7 Section 3206.7.4 Marking on fire department access doors, Amended.

3206.7.4 Marking on fire department access doors.

Fire department access doors shall comply with 2021 IFC Section 509.1. Fire department access doors shall be plainly marked with the words, "Fire Access Door" in red letters at least 6 inches high with a one-half inch stroke on a white background.

9.52.120 – Chapter 50, Hazardous Materials – General Provisions, Amended.
International Fire Code, 2021Edition, Chapter 50, Hazardous Materials-General Provisions, is hereby adopted in its entirety with the following amendments:

9.52.120.1 Section 5003.3.1.1 Records, Amended.

5003.3.1.1 Records.
Any person, firm, or corporation responsible for any unauthorized discharge reportable under subsection 5003.3.1.6 shall maintain accurate records of the unauthorized discharge of hazardous materials including the date, time, material, and quantities. Such records shall be kept for at least three years from the date of the unauthorized discharge, and shall be subject to inspection by the AHJ upon request. Any person who knowingly falsifies or destroys such records shall be in violation of this Fire Code.

9.52.120.2 Section 5003.3.1.5 Response Expenses, Added.

5003.3.1.5 Response Expenses.
Any person or persons causing or responsible for an abandonment or an unauthorized discharge or threatened unauthorized discharge of hazardous materials resulting in emergency action, other than routine investigation by the fire department, the department of environmental services, or any other City department, shall be jointly and severally liable to the City for its reasonably and necessarily incurred expenses, as defined below, resulting from such emergency action. Hazardous materials response expenses are defined as those non-reusable materials and supplies which are required for responding to hazardous materials emergencies and which are actually expended in an emergency action. Hazardous materials response expenses are defined to also include reusable response equipment which is required for responding to hazardous materials emergencies and which is rendered non-reusable during an emergency action due to damage other than by wear and tear. Hazardous materials response expenses shall include all labor costs, to include but not be limited to overtime expenditures, necessary to mitigate the emergency action. Hazardous materials responses are not considered to be routine firefighting services. Hazardous materials response expenses shall not include routine firefighting services.

9.52.120.3 Section 5003.3.1.6 Local reporting requirements, Added.

5003.3.1.6 Local reporting requirements.
The AHJ shall be immediately notified by the person, firm or corporation responsible when an unauthorized discharge within the City limit boundaries or within the City's extra territorial jurisdictional boundaries becomes reportable under state, or federal laws or as follows:

a. Any unauthorized discharge of a hazardous material which presents an endangerment to public health, public welfare, or the environment, or any unauthorized discharge of a flammable or combustible material which presents a fire hazard, or any unauthorized discharge of any hazardous material or exposure that results in an injury requiring transport to an off-site medical facility.

b. The person who has care, custody or control of property, materials or equipment shall promptly notify the AHJ by calling 911 immediately upon discovery of an unauthorized discharge of any hazardous material reportable under subsection 5003.3.1.6a above. Immediate notification as required in this section shall be performed prior to or concurrently with necessary initial response actions, but under no conditions shall notification be delayed unnecessarily. At the time of notification, the following information shall be provided:

1) What is the location of the incident?

2) Has there been a fire or explosion?

3) Is anyone sick or injured?

4) What is the chemical name or identity of any material involved in the release, if known?

5) If chemical name is unknown are any diamond shaped or other markings visible on the vehicle or container? (colors / names / numbers / symbols)

6) What type of vehicle or container is involved?

7) What is an estimate of the quantity of material that was released?

8) What was the time and duration of the release?

9) Is there any smoke or vapor cloud visible, audible sounds or unusual odor?

10) The name and telephone number of the person or persons to be contacted for further information.

9.52.120.4 Section 5006 Transportation of Hazardous Materials, Added.

5006
TRANSPORTATION OF HAZARDOUS MATERIALS

5006.1 Standing or parking.

It is unlawful for a motor carrier or operator to allow motor vehicles used to transport hazardous materials to stand or park on any street, alley or lot within the limits of the City, except as provided for in accordance with Section 5706.6.2 of this Fire Code.

9.52.130 – Chapter 56, Explosives and Fireworks, Amended.
International Fire Code, 2021Edition, Chapter 56, Explosives and Fireworks, is hereby adopted in its entirety with the following amendments:

9.52.130.1 Section 5601.1.3 Fireworks, Amended.

5601.1.3 Fireworks.
Fireworks are declared to be a nuisance. No person shall manufacture, sell or use fireworks within the City limits of El Paso except as provided in Section 9.52.030.5 (Required operational permits, as amended).

Exception: The use of fireworks for fireworks displays as allowed in Section 5608.

9.52.130.2 Section 5601.2.4 Financial responsibility, Amended.

5601.2.4 Financial responsibility.
Before a permit is issued, as required by Section 5601.2, the applicant shall file with the jurisdiction a corporate surety bond in the principal sum of $1,000,000 or a public liability insurance policy for the same amount, for the purpose of the payment of all damages to persons or property which arise from, or are caused by, the conduct of any act authorized by the permit upon which any judicial judgment results. The AHJ is authorized to specify a greater or lesser amount when, in his or her opinion, conditions at the location of use indicate a greater or lesser amount is required. Government entities shall be exempt from this bond requirement. The City shall be named as an additional insured on the insurance policy or an additional obligee under the corporate surety bond, at no cost to the City. A bond required by this section must be executed by a corporate surety and approved by the AHJ. If applicable, an insurance policy shall be written by an accredited insurance company under the supervision of the Board of Insurance of the state. Evidence of compliance with this requirement shall be considered as having been met when the policy, a copy thereof, or a certificate of insurance has been filed with and approved by the AHJ. Such policy shall include an endorsement that the AHJ shall be notified at least thirty (30) days in advance in the event the policy or policies are canceled.

9.52.130.3 Section 5601.2.4.3 Indemnity agreement, Added.

5601.2.4.3 Indemnity agreement.
The applicant shall be required to enter into an indemnity agreement with the City indemnifying the City and any of its agents or employees, for any personal injury, property damage or other civil liability whatsoever, caused by an activity, condition or event arising out of any act performed under the permit.

9.52.130.4 Section 5601.6.1 Immediate Notification, Added.

5601.6.1 Immediate Notification.
In case of mechanical failure or traffic accident involving any conveyance carrying explosives, the AHJ and the police department shall be notified immediately.

9.52.130.5 Section 5601.7.1 Disposal of explosives, explosive materials or fireworks, Added.

5601.7.1 Disposal of explosives, explosive materials or fireworks.
The City may file a motion with municipal court requesting an Order of Disposal and/or Destruction for explosives, explosive materials and/or fireworks pursuant to authority granted by the 2021 International Fire Code, Section 5601.7. Said Motion shall be filed with a sworn affidavit of the AHJ stating the underlying circumstances of the seizure and the City shall verify that the explosives, explosive materials and/or fireworks are not being held as evidence to be used in any pending case. A hearing shall be held before a judge of the El Paso municipal court. A judge shall, as soon as practicable, hear the matter, after giving reasonable notice to the AHJ and the person whose explosives, explosive materials and/or fireworks have been removed or impounded. The AHJ and the person whose explosives, explosive materials and/or fireworks have been removed or impounded shall each have the opportunity to present evidence and make argument on their behalf. The formal rules of evidence do not apply to a hearing under this section.

The judge hearing the case shall make his or her ruling on the basis of a preponderance of the evidence presented at the hearing. If the judge finds that the explosives, explosive materials and/or fireworks were lawfully seized and that, at the time of the hearing, the explosives, explosive materials and/or fireworks constitute materials or other items that cannot be lawfully possessed, stored, handled or used in the jurisdictional limits of the City, the judge shall grant the motion. The decision of the judge is final.

9.52.130.6 Section 5608.2 Permit application, Amended.

5608.2 Permit application.
Application for permits shall be made in writing to the AHJ at least 10 days in advance of the date of display. Prior to issuing permits for a fireworks display, plans for the fireworks display, inspection of the display site and demonstrations of the display operations shall be approved. A plan establishing procedure to follow and actions to be taken in the event of that a shell fails to ignite or discharge from a mortar or fails to function over the fallout area or other malfunctions shall be provided to the AHJ.

9.52.130.7 Section 5608.2.3 Indoor displays, Added.

5608.2.3 Indoor displays.
Personnel shall be provided to implement a standby fire watch acceptable to the AHJ if pyrotechnics are used inside a building.

9.52.130.8 Section 5609.1 General, Amended.

5609.1 General.

Temporary storage of consumer fireworks, 1.4G, is not allowed.

9.52.130.9 Section 5610 Flame Effects, Added.

5610 FLAME EFFECTS

5610.1 General.
The use of flame effects for entertainment, exhibition, demonstration, or simulation must comply with NFPA 160. Flame effects deemed as such by the AHJ which could include and limited to LP gas candles and burners must comply with the NFPA 160 edition in use by the Texas Railroad Commission.

5610.2 Permit application.
Prior to issuing permits for flame effects, plans for the exhibition, inspections of the exhibition site, and demonstrations of the flame effects shall be approved by the AHJ.

5610.3 Indoor use or outdoor use, Added.
Personnel shall be provided to implement a standby fire watch acceptable to the AHJ if flame effects (as defined by the AHJ) are used indoors or outdoors.

5610.4 Financial Responsibility.
Before a permit is issued for any flame effects exhibition, the applicant must provide evidence of financial responsibility as set forth in Section 5601.2.4.

5610.5 Texas Flame Effects operator's license required.
At least one Texas Flame Effects licensee must be present on-site at all times where flame effects are used, discharged or ignited.

9.52.140 – Chapter 57, Flammable and Combustible Liquids, Amended.
International Fire Code, 2021Edition, Chapter 57, Flammable and Combustible Liquids, is hereby adopted in its entirety with the following amendments:

9.52.140.1 Section 5705.3.8.2 Location on property.
Dispensing activities that exceed the quantities set forth in Table 5705.3.8.2 shall not be conducted within 15 feet (4572 mm) of buildings or combustible materials or within 25 feet (7620 mm) of building openings, lot lines, public streets, public alleys or public ways. Dispensing activities that exceed the quantities set forth in Table 5705.3.8.2 shall not be conducted within 15 feet (4572 mm) of storage of Class I, II or III liquids unless such liquids are stored in tanks that are listed and labeled as 2-hour protected tank assemblies in accordance with UL 2085.

Exceptions:
1. The requirements shall not apply to areas where only the following are dispensed: Class III liquids; liquids that are heavier than water; water-miscible liquids; and liquids with viscosities greater than 10, 000 centipoise (cp) (10 Pa x s).

2. Flammable and combustible liquid dispensing in refineries, chemical plants, process facilities, gas and crude oil production facilities and oil-blending and packaging facilities, terminals and bulk plants.
3. Mobile fueling dispensing activities shall not be conducted within 30 feet of buildings, building openings, combustible materials, lot lines, public alleys or public ways.

9.52.140.2 Section 5706.1.2 Restricted Locations, Added.

5706.1.2 Restricted Locations.
It is unlawful for any individual, firm, partnership or corporation within the City limits, to install, enlarge or operate a bulk oil station, refinery, or distilling plant, except when such places conform in location and construction and maintain distances and safeguards as hereinafter specified. All storage of oils and gasoline in Classes I and II for the purpose of refining, or distilling or jobbing, or wholesaling, and handled by motor vehicles for delivery, must be installed within the below specified districts, as hereafter designated.

9.52.140.3 Section 5706.1.3 Designated Districts, Added.

5706.1.3 Designated Districts.
The districts in which refineries, wholesale oil stations, or bulk stations may be located are described as follows:

1. Beginning at the intersection of Texaco Road and the north line of Southern Pacific Railroad tracks; thence westerly along the railroad tracks to the east line of Clark Road, thence north along the east line of Clark Road to the south line of Welch Avenue; thence easterly along the south line of Welch Avenue to the south line of Tampa Avenue; thence east along the south line of Tampa Avenue to the west line of the Western Refining South Plant; thence northerly along the west line of Western Refining South Plant to the west line of the Western Refining North Plant; thence northerly along the west line of the Western Refining North Plant to the south line of Gateway Boulevard East; thence easterly along the south line of Gateway Boulevard East to the east line of Airway Boulevard; thence northerly along the east line of Airway Boulevard to the south line of Viscount Boulevard; thence easterly along the south line of Viscount Boulevard to the east line of the Trans Mountain Oil Co.; thence southerly along the east line of the Trans Mountain Oil Co. to the north line of Gateway Boulevard West; thence westerly along the north line of Gateway Boulevard West to the east line of Airway Boulevard; thence south along the east line of Airway Boulevard to the south line of Gateway Boulevard East; thence easterly along Gateway Boulevard East to the east line of Hawkins Road; thence southerly along the east line of Hawkins Road to the east line of Freeport-McMoran; thence southerly along the east line of Freeport-McMoran to the south line of Freeport-McMoran; thence westerly along the south line of Freeport-McMoran to the east line of Western Refining North spur track; thence southerly along the east line of the spur track to the north line of Southern Pacific Railroad track; thence westerly along the north line of Southern Pacific Railroad tracks to the point of beginning to include Western Refining South Plant,

Western Refining North Plant, Trans Mountain Oil Co., Navajo Oil and all property contained within the boundary specified in this section.

2. Beginning at the intersection of the centerline of Lafayette Drive and the centerline of San Paulo Drive westerly to the east side of Lot 7, Block 28; thence northerly to the south line of Lot 1, Block 39; then easterly to the centerline of Lafayette Drive; thence southerly to the point of beginning, to include the Municipal Service Center.

3. Beginning at a point marked by the intersection of the centerline of Beech Street and the northerly right-of-way line of Boeing Drive; thence westerly along the centerline of the Boeing Drive separation median to a point on the east line of Lot 24, Block 4, El Paso International Airport Tracts; then northerly along the east line of Lot 24, Block 4, extended to a point on the south edge of a fifty-foot wide service taxiway; thence westerly along the south edge of the taxiway to a point opposite the easterly line of Lot 10, Block 4, El Paso International Airport Tracts, extended; thence southwesterly to and along the said easterly line of Lot 10, Block 4, to a point lying one hundred twenty-five feet northerly of the north right-of-way line of Boeing Drive; thence northwesterly perpendicular to the above line across Lot 10, Block 4, to a point lying in the westerly line of the Lot 10, Block 4; thence westerly to a distance of two hundred seventy-five feet to a point lying seventy-five feet north of the northerly right-of-way line of Boeing Drive and being within Lot 9, Block 4, El Paso International Airport Tracts; thence northerly through the remainder of Lot 9, Block 4, and through Lot 8, Block 4, to a point being the southeasterly corner of Lot 6, Block 4, El Paso International Airport Tracts; thence northeasterly across Lot 5, Block 4, to a point being the northeasterly corner of Lot 4, Block 4, El Paso International Airport Tracts; thence northeasterly through the approximate centers of Lots 1 and 2, Block 4, El Paso International Airport Tracts to a point lying in the northeasterly right-of-way line of Northrup Road; thence northwesterly along the right-of-way line of Northrup Road to a point in the southerly right-of-way line of American Drive; thence northeasterly along the southerly right-of-way line of American Drive to a point in the southwesterly right-of-way line of Convair Road; thence southeasterly along the right-of-way line of Convair Road and along an extension of said line for a total distance of seven hundred feet to a point; thence perpendicular to the above line northeasterly a total distance of two hundred fifty feet to a point; thence perpendicular to the above line northwesterly to a point; the point being an intersection of this line with the northerly right-of-way line of Convair Road extended; thence westerly along the northerly right-of-way line of Convair Road extended to an intersection with a line being an extension of the east line of Taxiway "A"; thence north along said extension of the east line of Taxiway "A" to a point being on the southeasterly line of Runway 4-22; thence northeasterly along the southeasterly line of Runway 4-22 to an intersection with the south line of the Runway 8-26 (left) stopway; then easterly along said south line of the Runway 8-26 (left) stopway to an intersection with the easterly line of Taxiway "M" thence southeasterly along the easterly line of Taxiway "M" to an intersection with the north line of Military Cargo Apron; then

easterly along the north line of the Military Cargo Apron and along an extension of said line for a distance of approximately one thousand one hundred fifty feet to a point; thence northeasterly parallel to the northerly property line of Block 17, El Paso International Airport Tracts for a distance of approximately one thousand eight hundred feet to a point; thence easterly to a point lying in the extended easterly property line of Lot 8, Block 17, El Paso International Airport Tracts, the point also being one hundred twenty-five feet north of the northwest corner of the Lot 8, Block 17; thence southerly to a point being the northwesterly corner of Lot 9, Block 17 (FAA Tower Site); thence westerly to a point being the midpoint of the east line of Lot 6 and the west line of Lot 7, Block 17, El Paso International Airport Tracts; thence southwesterly on a line intersecting the midpoints of the lot lines through Lots 6, 5, 4 and 3 and the line extended straight across Lots 1 and 2 to an intersection with the northerly right-of-way line of Boeing Drive; thence westerly along the northerly right-of-way line of Boeing Drive to the point of beginning; all of which has been laid out and marked on the plat entitled "El Paso International Airport Wholesale Gasoline and Fuel District" and dated April 11, 1968.

4. A portion of Lots 7 and 8, Block 17, El Paso International Airport Tracts, Units 9, El Paso County, Texas, being more particularly described by metes and bounds as follows to wit; from a point, said point being the common southerly corner of Lots 6 and 7, Block 17, El Paso International Airport Tracts, Unit 9, the point also lying in the northerly right-of-way line of Shuttle Columbia Drive; thence along the northerly right-of-way lien of Shuttle Columbia Drive 30.00 feet along the arc of a curve to the right, whose central angle is 3°11'00" whose radius is 540.12 feet and whose chord bears North 69°43'31" East a distance of 30.01 feet to a point, said point lying on the northerly right-of-way line of Shuttle Columbia Drive, said point also being the point of beginning; thence North 21°51'59" West a distance of 264.79 feet; thence North 81°10'07" East a distance of 402.14 feet; thence South 8°49'53" East a distance of 250.00 feet to a point, the point lying on the northerly right-of-way line of Shuttle Columbia Drive; thence South 81°10'07" West continuing along the northerly right-of-way line of Shuttle Columbia Drive a distance of 250.00 feet; thence continuing along the northerly right-of-way line of Shuttle Columbia Drive 92.87 feet along the arc of a curve to the left, whose central angle is 9°51'06" whose radius is 540.12 feet and whose chord bears South 76°14'34" West a distance of 92.76 feet to the point of beginning and containing in all 2.148 acres of land, more or less, to include Chevron Oil Products.

9.52.140.4 Section 5706.5.4.5 Commercial, industrial, governmental or manufacturing, Amended.

5706.5.4.5 Commercial, industrial, governmental or manufacturing.
Dispensing of Class II and III motor vehicle fuel from tank vehicles into the fuel tanks of motor vehicles located at commercial industrial, governmental or manufacturing establishments is allowed where permitted, provided that such dispensing operations are conducted in accordance with the following:

1. Dispensing shall occur only at sites that have been permitted to conduct mobile refueling as per IFC section 105.6, as amended by 9.52.030.5 of this Chapter.

2. The representative of a mobile fueling operation shall provide to the jurisdiction a written response plan which demonstrates readiness to respond to a fuel spill and carry out appropriate mitigation measures, and describes the process to dispose properly of contaminated materials.

3. Omitted
4. Omitted

5. Omitted

6. Mobile fueling operations shall not take place within 30 feet of buildings, property lines or combustible storage.

9.52.140.5 Section 5706.5.1.11 Switch Loading, Amended.

Tank vehicles or tank cars that have previously contained Class I liquids shall not be loaded with Class II or III liquids until such vehicles and all piping, pumps, hoses and meters connected thereto have been completely drained and flushed.

Exception: Switch loading is permitted when all precautions and practices are met in accordance with API, RP 2003 — 1998 Protection Against Ignitions Arising out of Static, Lightning, and Stray Currents.

9.52.140.6 Section 5706.6.1.3 Vehicle motor shutdown, Amended.

Motors of tank vehicles or tractors shall be shut down during the making or breaking of hose connections. If loading or unloading is performed without the use of a power pump, the tank vehicle or tractor motor shall be shut down throughout such operations.

Exception: Switch loading is permitted when all precautions and practices are met in accordance with API, RP 2003 — 1998 Protection Against Ignitions Arising out of Static, Lightning, and Stray Currents.

9.52.150 – Chapter 61, Liquefied Petroleum Gas, Amended.

International Fire Code, 2021Edition, Chapter 61, Liquefied Petroleum Gas, is hereby reserved.

9.52.160 – Appendix B, Fire-Flow Requirements for Buildings, Amended.

International Fire Code, 2021Edition, Appendix B, Fire-flow Requirements for Buildings, is hereby adopted in its entirety with the following amendments:

9.52.160.1 Section B105.4 Fire-Flow requirements for private fire hydrants, Added.

B105.4 Fire-Flow requirements for private fire hydrants. The minimum required Fire Flow for all private fire hydrant shall be 1,000 gallons per minute.

9.52.160.2 Section B105.5 Fire-Flow data, Added.

B105.5 Fire-Flow data.
The water flow test data shall only be valid if the required data is obtained within five years from the date plans are submitted to the AHJ.

9.52.170 - Appendix C, Fire Hydrant Locations and Distributions, Amended.
International Fire Code, 2021 Edition, Appendix C, Fire Hydrant Locations and Distributions, is hereby adopted in its entirety with the following amendments:

9.52.170.2 Section C102.1 Minimum number of fire hydrants for a building, Amended.

C102.1 Minimum number of hydrant requirements. The minimum **number of hydrants required shall be determined by the fire-flow** requirements referenced in Table C102.1, as amended. The requirements regarding the average spacing between hydrants and the maximum distance from any point on street or road frontage to a hydrant are found in IFC Chapter 5 Fire Service Features and Appendix D Fire Apparatus Access Roads.

Exception: The fire code official is authorized to accept a deficiency of up to 10 percent where existing fire hydrants provide all or a portion of the required fire hydrant service.

9.52.170.3 Table C102.1 Number and distribution of fire hydrants, amended.

TABLE C102.1 — NUMBER AND DISTRIBUTION OF FIRE HYDRANTS

FIRE-FLOW REQUIREMENT (gpm)	MINIMUM NUMBER OF HYDRANTS
1,700 OR LESS	1
2,000 — 2,250	2
2,500	3
3,000	3
3,500 — 4,000	4
4,500 — 5,000	5
5,500	6
6,000	6
6,500 — 7,000	7
7,500 or more	8 or more [e]

For SI: 1 foot = 304.8 mm, 1 gallon per minute = 3.785 L/m.

a. Reduce by 100 for dead-end streets or roads.

b. Where streets are provided with median dividers which cannot be crossed by fire fighters pulling hose lines, or where arterial streets are provided with four or more traffic lanes and have a traffic count of more than 30,000 vehicles per day, hydrant spacing shall average 500 feet on each side of the street and be arranged on a alternating basis up to a fire-flow requirement of 7,000 gallons per minute and 400 feet for higher fire-flow requirements.

c. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrants shall be provided at spacing not to exceed 1,000 feet to provide for transportation hazards.

d. Reduce by 50 feet for dead-end streets or roads.

e. One hydrant for each 1,000 gallons per minute or fraction thereof.

9.52.170.1 Section C104.2 Existing private fire hydrants, Added.

C104.2 Existing private fire hydrants. Existing private fire hydrants on adjacent properties shall not be considered available.

9.52.180 – Appendix D, Fire Apparatus Access Roads, Amended.
International Fire Code, 2021Edition, Appendix D, Apparatus Access Roads, is hereby adopted in its entirety with the following amendments:

9.52.180.1 Section D101.2 Roadways governed by Subdivision Ordinance, Added.

D101.2 Roadways governed by Subdivision Ordinance.
Fire apparatus access roads within subdivisions shall be as prescribed in the Subdivision Ordinance of the City of El Paso, Texas.

9.52.180.2 Section D103.1 Access road width with a hydrant, Amended.

D103.1 Access road width with a hydrant.
Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 28 feet exclusive of shoulders (See Figure D103.1).

9.52.180.3 Section D103.1.1 Access road length with a hydrant, Added.

D103.1.1 Access road length with a hydrant.
Where a fire hydrant is located on a fire apparatus access road, the minimum road length shall be 40 feet with the fire hydrant located on center.

9.52.180.4 Section D103.1.1.1 Access road with hydrant access curbs, Added.

D103.1.1.1 Access road with hydrant access curbs.

Hydrant access curbs are to be painted red and be conspicuously and legibly marked with the warning "FIRE LANE—TOW AWAY ZONE" in white letters at least three inches tall with a one-half inch stroke.

9.52.180.5 Section D103.1.1.1.1 Access road without hydrant access curbs, Added.

D103.1.1.1.1 Access road without hydrant access curbs.
If no curb is provided, a red stripe a minimum of 6 inches shall be painted on the pavement and be conspicuously and legibly marked with the warning "FIRE LANE—TOW AWAY ZONE" in white letters at least three inches tall with a one-half inch stroke.

9.52.180.6 Section D103.2 Grade, Amended.

D103.2 Grade.
Fire apparatus access roads shall not exceed 11 percent in grade.

Exception: Grades steeper than 11 percent as approved by the fire chief, but not to exceed 15 percent.

9.52.180.7 Section D103.4 Dead ends, Amended.

D103.4 Dead ends.
Dead-end fire apparatus access roads in excess of 250 feet shall be provided with width and turnaround provisions in accordance with Table 103.4.

9.52.180.8 Table 103.4 Requirements for Dead-End Fire Apparatus Access Roads, Amended.
Table 103.4 Requirements for Dead-End Fire Apparatus Access Roads, is hereby amended to read as follows:

Length (feet)	Width (feet)	Turnarounds required
0—250	20	None required
251—300	20	-60-foot "T cul-de-sac", 60-foot "Y" or 90-foot-diameter cul-de-sac in accordance with figure D103.1
301—600′ See Note 1	20	90-foot-diameter cul-de-sac in accordance with Figure D103.1
Over 600′ See Note 1	Special approval required	Special approval required

Note 1 - Intermediate turnarounds will be required, spaced at a maximum distance of 600’ apart.

9.52.180.9 Section D103.5 Fire apparatus access road gates, Amended.
1. Where a single gate is provided, the minimum gate width shall be 20 feet. Where a fire apparatus road consists of a divided roadway (median or guard post), two adjacent gates may be allowed if the minimum width of each gate is not less than 13 feet and the access

road is at a straight approach and departure to the gate. The portion reduced to 13 feet shall be a minimum of 20 feet in approach and departure. The turning radius for all apparatus access roads is still required to be met for all access roads including those allowed by this section.
2. Gates shall be of the horizontal swing, horizontal slide, vertical lift or vertical pivot type.
3. Construction of gates shall be of materials that allow manual operation by one person.
4. Gate components shall be maintained in an operative condition at all times and replaced or repaired when defective.
5. Electric gates shall be equipped with a means of opening the gate by fire department personnel for emergency access. Emergency opening devices shall be approved by the AHJ.
6. Methods of locking shall be submitted for approval by the AHJ.
7. Electric gate operators, where provided, shall be listed in accordance with UL 325.
8. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F2200.

9.52.180.10 Section D103.6 Signs, Amended.

D103.6 Signs and markings.
Where required by the AHJ, fire apparatus access roads shall be marked, at the expense of the owner, with permanent "NO PARKING AT ANY TIME—FIRE LANE" signs. Such signs shall be of standard size, color, lettering and mounting complying with El Paso City Code, Title 19, Subdivision Ordinance — Design Standards for Construction. Placement of fire lane signage shall meet the following:

1. One sign shall be posted at each end of an official fire lane. Each sign shall have a single head arrow showing the appropriate direction of the fire lane.

2. A fire lane longer than 100 feet shall have intermediate signs posted at even intervals. Intermediate signs shall have a double headed arrow indicating the fire lane is continuous. The intermediate signs may be posted as necessary, but in no case shall the interval between fire lane signs be greater than 100 feet.

3. The fire lane sign shall be securely fastened to a suitable pole or support with a minimum vertical clearance above the sidewalk of 7 feet.

4. When poles are used to mount fire lane signs they shall be placed 2 feet 6 inches behind the face of the curb. In accordance with the El Paso City Code, Title 12 — Vehicles and Traffic, no pole or obstruction may be placed within 5 feet of a fire hydrant.

5. Fire lane signs shall be posted parallel to the lane or curb to which they apply.

6. When the distance between the curb and a building, pole or other structure is 8 feet or less, the fire lane signs may be posted on the face of the building, light pole

or other structure. The bottom of the sign shall be located 7 feet above the adjacent sidewalk.

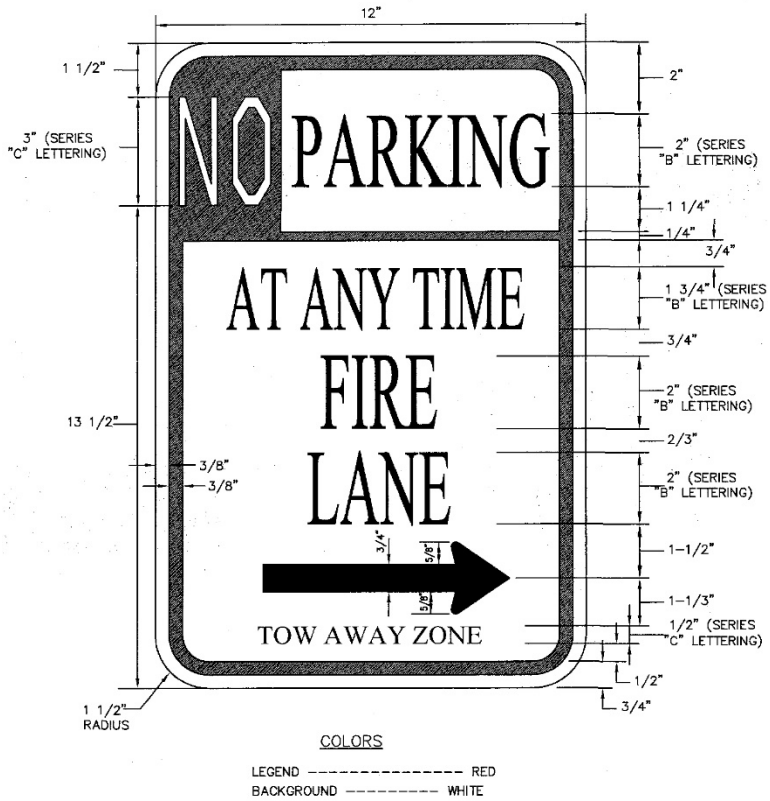
7. When required by the AHJ, the owner shall also cause curbs to be painted red and be conspicuously and legibly marked with the warning "FIRE LANE—TOW AWAY ZONE" in white letters at least 3 inches tall with a one-half inch stroke, at intervals not exceeding 50 feet. If no curb is provided, a red stripe a minimum of 6 inches wide shall be painted on the pavement and be conspicuously and legibly marked with the warning "FIRE LANE—TOW AWAY ZONE" in white letters at least 3 inches tall with a one-half inch stroke, at intervals not exceeding 50 feet.

8. It is unlawful for any person, without lawful authority, to remove any signs designating a fire lane. It shall be unlawful for any person to place, maintain or display any unauthorized fire lane, or use the color red for the marking of a no parking zone that purports to be, imitates or resembles official signage or marking of a fire lane.

9.52.180.11 Figure D103.6 Fire Lane Signs, Amended.




12"
1 1/2"
3" (SERIES "C" LETTERING)
NO PARKING
AT ANY TIME
FIRE
LANE
TOW AWAY ZONE
13 1/2"
3/8"
3/8"
1 1/2" RADIUS
2"
2" (SERIES "B" LETTERING)
1 1/4"
1/4"
3/4"
1 3/4" (SERIES "B" LETTERING)
3/4"
2" (SERIES "B" LETTERING)
2/3"
2" (SERIES "B" LETTERING)
1-1/2"
1-1/3"
1/2" (SERIES "C" LETTERING)
1/2"
3/4"
COLORS
LEGEND ---------- RED
BACKGROUND ---------- WHITE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9.52.180.12 Section D103.6.1 Roads 20 to 28 feet in width, Amended.

D103.6.1 Roads up to 28 feet in width.
Fire apparatus access roads less than or up to 28 feet wide shall be posted on both sides as a fire lane.

9.52.180.13 Section D103.6.2 Roads more than 28 feet in width, Amended.

D103.6.2 Roads more than 28 feet in width.
Fire apparatus access roads more than 28 feet wide and less than 36 feet wide shall be posted on one side of the road as a fire lane.

9.52.180.14 Section D103.6.3 Responsibility, Added.

D103.6.3 Responsibility.
The owner or his representative of a building which is adjacent to the fire lane shall be responsible for maintaining the fire lane and ensuring that the fire lane free is clear of obstructions. It is unlawful to park any vehicle other than an authorized emergency vehicle in any fire lane. Unauthorized vehicles parked in designated fire lanes that block fire department or other emergency vehicle access may be towed to a designated storage facility by the authority of the AHJ.

9.52.180.15 Section D103.6.4 Records, Added.

D103.6.4 Records.
The official records of the designation and location of any such fire lanes shall be kept by the AHJ. The AHJ may require the property owner to submit site plans for determining and recording fire lanes on the property.

9.52.180.16 Section D103.7 Enforcement, Added.

D103.7 Enforcement.
The AHJ is empowered to enforce all fire lane violations when a designated fire lane is properly identified by signs, painted curbs, painted pavement, or by combination thereof.

9.52.190 - Appendix E, Hazard Categories, Amended.
International Fire Code, 2021Edition, Appendix E, Hazard Categories, is hereby adopted in its entirety.

9.52.200 - Appendix F, Hazard Ranking, Amended.
International Fire Code, 2021Edition, Appendix F, Hazard Ranking, is hereby adopted in its entirety.

9.52.210 - Appendix G, Cryogenic Fluids-Weight and Volume Equivalents, Amended.
International Fire Code, 2021 Edition, Appendix G, Cryogenic Fluids Weight and Volume Equivalents, is hereby adopted in its entirety.

9.52.220 - Appendix I, Fire Protection Systems-Noncompliant Conditions, Amended.
International Fire Code, 2021 Edition, Appendix I, Fire Protection Systems Noncompliant Conditions, is hereby adopted in its entirety.

9.52.230 – Appendix N, Indoor Trade Show and Exhibitions, adopted.

International Fire Code, 2021 Edition, Appendix N, Indoor Trade Shows and Exhibitions, is hereby adopted in its entirety.

9.52.240 - APPENDIX O, Fee Schedule, Added.
Appendix O

FEE SCHEDULE

O101 License Fees.
O101.1 The AHJ is authorized to charge a separate fee for each license and permit required by this Fire Code in the amount identified in the adopted budget resolution for the current fiscal year or other appropriately adopted resolution by the City Council. When hourly rates are specified in the budget resolution or other appropriately adopted resolution by the City Council, the minimum charge shall be as specified in the resolution. There shall be no reduction in the hourly rate based on services performed taking less than the full hour.

Within the ordinance, budget resolution, application forms, and adopted IFC and amendments, the term license may be also identified by and interchanged with the term permit.

O101.2 Hazardous Materials.

A. When a license for hazardous materials is required by International Fire Code Section 105.6, as amended by 9.52.030.4 this Chapter, for a facility, the owner or operator of such facility shall pay a license fee as identified in the adopted budget resolution for the current fiscal year or other appropriately adopted resolution by the City Council.

B. Temporary Workplaces: When a hazardous materials license is issued for a facility, such location may have temporary workplaces at locations outside of the facility for which the license was issued, provided that such temporary workplaces are listed on the chemical description sheet submitted with the license application or on other forms designed by the Fire Department. Licensees shall submit to the El Paso Fire Department any changes in the location of temporary workplaces and receive approval of such changes by the El Paso Fire Department prior to using such temporary workplaces. To qualify as a temporary workplace, the location shall have fewer than twenty-five reportable chemicals and shall be staffed less than twenty hours a week. Additional licenses shall not be required for temporary workplaces.

O102 Re-inspection fees. For any re-inspection required because the facility and/or fire system failed to comply with this Fire Code or because the work was not ready for the inspection as requested; or if the request is for a partial inspection, partial acceptance and/or phase inspection, a

fee shall be in an amount identified in the adopted budget resolution for the current fiscal year or other appropriately adopted resolution by the City Council. Inspections conducted by firefighting companies requiring a Fire Inspector follow-up shall be assessed a re-inspection fee in an amount identified in the adopted budget resolution for the current fiscal year or other appropriately adopted resolution by the City Council.

O103 Investigation/Inspection fees. For any investigation or inspection which is not a part of a regular license or permit program, whether during regular duty hours or at a time other than regular duty hours, the fee shall be identified in the adopted budget resolution for the current fiscal year or other appropriately adopted resolution by the City Council. Said fee may be in addition to any other required fees.

O104 Fire Watch/Standby. The AHJ, as defined in the IFC, shall have authority to require a fire-watch, as defined by the section 202 IFC. Fire watch personnel shall be referred to as fire guards, and shall comply with NFPA 601, Standard for Security Services in Fire Loss Prevention. If El Paso Fire Department personnel function as fire guards, whether during regular duty hours or other than regular duty hours, a fee shall be assessed in an amount identified in the adopted budget resolution or other appropriately adopted resolution by the City Council for the current fiscal year. Fire guards shall not be assigned to other duties that will interfere with their fire watch function.

O105 Site Assessments/Non-regulatory Inspections. Inspections that are outside the regulation of the International Fire Code or an ordinance of the City of El Paso, and are not initiated by the El Paso Fire Department, shall be assessed a fee as specified in the adopted budget resolution for the current fiscal year or other appropriately adopted resolution by the City Council. Such inspections include those requested in order to comply with an applicable government regulation, or which are solely for the purpose of consulting or pre-construction guidance. Home fire safety inspections shall be offered without charge.

O106 Commercial Safety Training. Commercial for-profit entities requesting fire safety training to comply with applicable government regulation shall be assessed a fee as specified in the adopted budget resolution or other appropriately adopted resolution by the City Council for the current fiscal year.

O107 Fire Protection Systems. A fee shall be assessed in an amount identified in the adopted budget resolution for the current fiscal year or other appropriately adopted resolution by the City Council for the plan review and a separate fee shall be assessed for all fire protection systems initial acceptance tests/site inspections exclusive to El Paso Fire Department review. Fire protection systems failing inspection, in whole or in part, shall be assessed a re-inspection fee in an amount identified in the adopted budget resolution for the current fiscal year or other appropriately adopted resolution by the City Council.

O108 Building Permit Fire Finals. Fire final inspections for building permits shall be assessed a fee in an amount identified in the adopted budget resolution for the current fiscal year or other appropriately adopted resolution by the City Council.

O109 Expedited Services Fees. A fee shall be assessed for expedited inspections, customized plan review, and plans reviewed by appointment upon request in an amount identified in the adopted budget resolution for the current fiscal year or other appropriately adopted resolution by the City Council. Such services shall be subject to availability and the approval of the AHJ.

Section 2. Except as expressly herein amended, Title 9 (Health & Safety), of the El Paso City Code shall remain in full force and effect.

(Signatures on the following page)

ADOPTED this _____ day of _____, 2023.

THE CITY OF EL PASO

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Carlos L. Armendariz
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Jonathan Killings, Fire Chief
El Paso Fire Department

ORDINANCE NO. _____

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AN ORDINANCE ~~ADOPTING THE 2021 EDITION OF THE INTERNATIONAL FIRE CODE AND~~ AMENDING TITLE 9 (HEALTH AND SAFETY), CHAPTER 9.52 (FIRE PREVENTION CODE)~~,~~ OF THE EL PASO CITY CODE~~,~~ TO ADOPT THE 2021 EDITION OF THE INTERNATIONAL FIRE CODE AND TO PROVIDE FOR LOCAL AMENDMENTS TO THE 2021 INTERNATIONAL FIRE CODE, THE PENALTY BEING AS PROVIDED IN SECTION 9.52.030.12 (VIOLATIONS PENALTIES) OF THE EL PASO CITY CODE.

WHEREAS, the 2021 edition of the International Fire Code has been published, and adoption of the 2021 edition is now proposed; and

WHEREAS, the Fire Chief ~~and the Planning and Development Legislative Review Committee~~ has~~ve~~ reviewed and favorably recommend the adoption of the 2021 International Fire Code together with the local amendments appropriate for the City of El Paso;

WHEREAS, the City Council has deemed the proposed local amendments appropriate for the City of El Paso.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

Section 1. That Title 9 (Health and Safety), Chapter 9.52 (Fire Prevention Code) be revised to read as follows:

Chapter 9.52 - FIRE PREVENTION CODE

9.52.010 - Short title.
That this chapter may be cited as the "Fire Code".

9.52.020 Adopted, Amended.

A. That the book entitled "International Fire Code," 2021~~2015~~ Edition, a copy of which authenticated by the city clerk is on file in the city clerk's office, is hereby adopted as the Fire Code of the City, ~~as fully~~ as if fully copied at length in this chapter, but with the amendments set forth in this chapter, to replace the 2015 Edition of the International Fire Code previously adopted by the City Council.

B. That any references made in this chapter to "IFC" shall mean the ~~2015~~2021 International Fire Code.

C. That whenever reference is made in the ~~2015~~2021 International Fire Code, or any other referenced standard or code, to "the authority having jurisdiction," "fire marshal," or "fire code official" for enforcement of the provisions thereof, the term "AHJ" shall be substituted therefore, unless otherwise provided for in this chapter.

D. That the provisions in the ~~2015~~2021 International Fire Code are intended to be cumulative of other provisions and chapters of the El Paso City Code pertaining to fire prevention,

unless otherwise expressly stated herein. To the extent that any provisions of the ~~2015~~2021 International Fire Code are in conflict with Title 18 of the City Building & Construction Code the most restrictive Code shall govern.

9.52.030 – Chapter 1, Scope and Administration, Amended.
International Fire Code, ~~2015~~ 2021 Edition, Chapter 1, Scope and Administration, is hereby ~~ratified~~adopted in its entirety with the following amendments:

9.52.030.1 Section 103.1 General, Amended.

103.1 General.
The ~~[INSERT NAME OF DEPARTMENT]~~ Fire Prevention Division is ~~hereby created and the official in charge thereof shall be known as the fire code official.~~ established within the fire department. The function of the ~~agency~~division shall be the implementation, administration and enforcement of the provisions of this ~~code~~Chapter, or any other standard referenced within the El Paso City Code.

9.52.030.2 Section 103.1.1 Residential care homes, Added

103.1.1 Residential care homes.
The AHJ may conduct fire inspections of residential care homes including adult and child day care homes, residential adult foster/boarding care, and child foster family homes, boarding homes, and lodging houses.

9.52.030.3 Section 104.13 Plan review and approval, Added.

104.13 Plan review and approval.
The AHJ shall examine or cause to be examined submitted plans and accompanying documents for evidence of compliance with the provisions of this Chapter. Plans shall be approved prior to the start of construction, or installation of any fire protection system. The submittal of plans for review does not constitute an authorization to proceed until the required permit is obtained.

9.52.030.4 Section 105.1.1.1 Payment required, Added.

105.1.1.1 Payment required. A permit, although issued, shall not be valid until fees have been paid.

Exception: The City of El Paso, the County of El Paso, the El Paso Housing Authority, the State of Texas and the United States Government are exempted from payment of the permit fees required in this chapter; provided, that only such facilities as owned, operated and maintained by such governmental agencies shall be exempted from payment of such permit fees.

9.52.030.5 Section 105.5 Required operational permits.

105.5.22.1 Exempt materials, Added.

The following materials are specifically exempted from any of the permitting requirements in 105.5.22:

a. Inert gases, which do not support combustion, to include argon, helium, krypton, neon, xenon, compressed air, carbon dioxide, and nitrogen. These gasses are subject to regulation under Section 105.5.11 when stored as cryogenic fluids.

b. Any hazardous material that is handled, used, stored, or disposed of and is kept for noncommercial purposes at a private residence in Permissible Quantities.

c. Any material contained in a transportation vehicle when said vehicle is not being used for permanent hazardous materials storage.

d. Any material, which is held solely as a pharmaceutical product.

e. Any hazardous waste material in a hazardous waste management facility that is permitted by the State pursuant to 42 U.S.C. Section 6925; provided, however, such materials shall be listed in the permit application if one is otherwise required.

f. Radioactive material(s) regulated at the Federal or State level; provided, however, that such material(s) be listed in the permit application if one is otherwise required.

g. Any material to the extent it is used in Permissible Quantities in routine agricultural operations by the end user.

h. Commercial products kept in Permissible Quantities and used at a facility solely for janitorial purposes.

i. Any material in interstate transmission facilities or interstate pipeline facilities regulated by 49 U.S.C. Sec. 60101 et. seq. (1997) and any amendments thereto, and any materials in pipeline facilities regulated by Chapter 117 of the Natural Resources Code, Vernon's Ann. Civ. Stat., and any amendments thereto, or subject to Texas Railroad Commission Pipeline Safety Laws and Regulations, and any amendments thereto.

105.5.38 Outdoor assembly event, Amended.

~~An operation permit is required to conduct an outdoor assembly event where planned attendance exceeds 1,000 persons.~~

No special event shall be conducted upon a public right-of-way unless a special event permit allowing such activity has been obtained pursuant to this Chapter.

105.5.44 Refrigeration equipment, Amended.

An operational permit is required to operate a mechanical refrigeration unit or system regulated by Chapter 6~~.~~ of the IFC, and as amended by this Code, containing in excess of 20 pounds of refrigerant, other than air or water.

Exception: Air conditioning units or systems.

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105.5.53 Blasting operations, Added.
An operational permit is required to conduct blasting operations. Requirements as set forth in Chapter 56 of the IFC, and as amended by Section 9.52.130 of this Chapter, must be met in order to obtain a blasting permit.

105.5.54 Commercial Day Care Facilities-Children, Added.
An operational permit is required for the operation of a commercial child day care facility.

105.5.55 For Use Permit, Added.
The AHJ may require an operational permit to be issued for any operation, process, special event, public display, or exhibit not specifically covered by this Fire Code when the AHJ deems such operation, process, special event, public display, or exhibit to be hazardous.

105.5.56 Outside Storage of Combustible Material Permit, Added.
Except for operations subject to 105.5.26, 105.5.30, and 105.5.46, an operational permit is required for facilities located at non-residential properties, where the Outside Storage of Combustible Material exists, in a quantity greater than de minimis, as defined in this Subsection.

105.5.56.1 Definitions, Added.
"Baled storage" means combustible material that has been placed in containers other than fully-enclosed containers approved by the Department or grouped together by use of metal or plastic bands for ease in loading, transporting and storing in units.

"Combustible Material" means any material or solid waste that poses a significant fire hazard if ignited by a flame, spark, or any other source of ignition, will readily burn under such conditions, and includes, but is not limited to paper, cardboard, wood, plastics, rubber and fluff (as defined in this sub chapter). Combustible Material shall not include non-solids, or explosives, as defined by Chapter 33 of the IFC.

"De minimis" means the Outside Storage of Combustible Material (as defined in this sub chapter) of a total volume of less than seventy-five (75) cubic yards at a facility.

"Department" means the Fire Department of the City of El Paso, Texas.

"Fluff" means any material that is a by-product of the recycling process that includes but is not limited to, shredding operations, metals separation, compacting or transport operations.

"Loose storage" means the storage of combustible material that is neither baled nor enclosed in containers.

"Non-residential Property" means any property in a district other than a residential- or apartment-zoned district.

"Outside Storage" means storage of any Combustible Material not in a building or structure. Storage of Combustible Material in a fully-enclosed container approved by the Department shall not be considered Outside Storage.

"Pile" means any accumulation of Combustible Material in a heap or mound.

"Unit" means a separate and distinct aggregate of homogeneous stacks, bales, pallet storage units, containers and/or piles of Combustible Material.

105.5.56.2 Permit Application, Added.
The owner or a legally-authorized representative of the owner of a facility regulated by this ordinance shall complete and submit a permit application to the Department, in accordance with the following requirements:

A. An applicant shall submit to the Department an application for an Outside Storage of Combustible Material Permit upon exceeding the De Minimis volume of Combustible Material stored outside at the facility;

B. An applicant that holds a current, valid Outside Combustible Material Storage Permit shall submit a permit renewal application 60 days prior to the permit's expiration;

C. An applicant for an initial permit or permit renewal shall submit at a minimum, the following information, which shall be requested on the permit application form supplied by the Department:

1. Name and physical address of facility;

2. Name and mailing address of facility owner;

3. Name and mailing address of property owner;

4. Description of all Combustible Material stored outside;

5. Estimated quantity (volume) of Combustible Material stored outside;

6. Facility diagram indicating storage area locations for each Unit stored outside;

7. Method of storage for each Unit (baled or loose);

8. Proof of financial responsibility in accordance with Section 105.5.56.8 of this ordinance and as required by any other applicable ordinance; and,

9. The appropriate Tier 1 or Tier 2 permit fee in the amount set by City Council through its budget resolution or other duly adopted resolution.

D. If an owner or a legally-authorized representative of the owner of a facility regulated by this Section fails to submit to the Department an application required by this Section, said failure shall be considered a violation of this Section and shall be subject to the penalties described in Section 9.52.030.17.

105.5.56.3 Issuance, Term and Denial of Permit, Added.

A. The Department shall review all permit applications submitted in accordance with Section 105.5.56.2 and,

B. Within 60 days of a permit renewal or new permit application submitted in accordance with Subsection 105.5.56.2, the Department shall issue a permit renewal or a new permit which, unless revoked, shall be valid for a period of twelve (12) calendar months to the applicant; or

C. The Department shall deny the application in writing and shall inform the applicant of any deficiencies of the permit application if the permit application was incomplete; or

D. Within 30 days of a permit application for a previously revoked permit, the Department shall deny the application in writing if the revocation period of twelve (12) months has not yet elapsed.

105.5.56.4 Revocation of Permit, Added.

The Department may revoke, for a period of up to twelve (12) calendar months from date of written notification, an Outside Storage of Combustible Material Permit issued to an owner or a legally authorized representative of the owner of a facility if one of the following conditions occur:

A. Applicant has supplied the Department false, incorrect or misleading information on an application for permit renewal or new permit;

B. More than two (2) written notices of violation of this Section resulting from inspections by the AHJ have been issued within a period of twelve (12) months to a holder of a current, valid permit; or

C. During or immediately following a fire at a permitted facility, a violation of this Section has occurred and has been documented by the AHJ.

105.5.56.5 Right to Appeal Permit Revocation, Added.

The right to appeal a permit revocation is provided in the City Fire Prevention Code 9.52.030.16 Section 111.1 Board of Appeals and in accordance with Chapter 2.30 of the City Code.

105.5.56.6 Permit Requirements, Added.

A. **Tier 1.** For facilities that maintain no more than one (1) Unit of loose storage and/or no more than one (1) Unit of baled storage, the following requirements shall be met:

1. A facility fire plan, subject to approval by the AHJ, that includes: a description of all Combustible Material at the facility and the manner in which it is stored, routes of facility evacuation for employees, fire awareness and prevention orientation training for facility employees, site plan indicating fixed structures, Units and fire extinguisher locations, a facility fire alarm system, and a description of security measures to restrict public access to Combustible Material stored outside;

2. A minimum of one (1) type 2A20BC fire extinguisher per Unit, with a distance of no more than 50 feet between the extinguisher and the closest point of the Unit;

3. A minimum of one (1) type 2A20BC fire extinguisher mounted on each vehicle used to manage, load, or move Combustible Material;

4. Installation of a security measure to restrict public access to Combustible Material stored outside by use of a physical barrier, such as a fence or wall, in accordance with applicable zoning ordinance(s);

5. Payment of Outside Storage of Combustible Material Permit Tier 1 permit fee in the amount set by City Council through its budget resolution or other duly adopted resolution; and

6. Proof of Financial Responsibility for the facility, in the principal sum of $1,000,000.00 and in accordance with Subsection 105.5.56.8 of this ordinance.

B. **Tier 2.** For facilities that maintain more than one (1) Unit of loose storage, more than two (2) Units of baled storage, or any combination of more than two (2) Units of loose or baled storage, the following requirements shall be met:

1. Provisions 1 — 4, permit requirements for Tier 1;

2. Payment of Outside Storage of Combustible Material Permit Tier 2 permit fee in the amount set by City Council through its budget resolution or other duly adopted resolution; and

3. Proof of Financial Responsibility for the facility, in the principal sum of $2,000,000.00 and in accordance with Subsection 105.5.56.8 of this ordinance.

105.5.56.7 Storage, Added.

Combustible Material stored outside shall be maintained in accordance with the following requirements:

A. For Units of loose storage:

1. Unit height shall not exceed eight (8) feet;

2. Unit footprint shall not exceed a perimeter measurement of three hundred (300) feet;

3. A buffer zone shall be established between each Unit and the physical barrier indicated in the permit application of at least twenty (20) feet; and

4. A storage separation space shall be established between individual Units of Combustible Material of at least twenty (20) feet.

B. For Units of baled storage:

1. Unit height shall not exceed twelve (12) feet;

2. Unit footprint shall not exceed a perimeter measurement of five hundred (500) feet;

3. A buffer zone shall be established between each Unit and the physical barrier indicated in the permit application of at least twenty (20) feet; and

4. A storage separation space shall be established between individual Units of Combustible Material of at least twenty (20) feet.

C. Storage Separation Space and Fire Safety Buffer Zone:

1. No storage of Combustible Material shall be allowed within the buffer zone or in the storage separation space described in this Subsection. In addition, said buffer zone and storage separation space must at all times be kept free and clear of equipment, material and/or accumulation of waste.

2. A reduction to ten (10) feet for the fire safety buffer zone, as described in the immediately preceding paragraph, may be allowed at a facility where Combustible Material is stored in containers approved by the Department.

3. A reduction of the storage separation space may be allowed where the Combustible Material is stored in containers approved by the Department.

105.5.56.8 Financial Responsibility, Added.

A. Insurance. No permit applicant shall be issued a permit until the applicant presents evidence satisfactory to the AHJ that the applicant meets the following minimum insurance requirements:

1. The applicant shall procure and shall maintain during the term of the permit such public liability insurance naming the permittee performing work associated with the permit as insured, co-insured or additionally insured for claims for damages for personal injury, including accidental death, as well as for claim for property damage

that may arise from outside storage of combustible material associated with the facility identified on the permit.

2. Minimum limits of liability and coverage shall be $1,000,000.00 for a Tier 1 Permit or $2,000,000.00, for a Tier 2 Permit, for each occurrence and in the aggregate. Permit applicants that are governmental entities may comply with the insurance requirements of this Subsection by providing certification that they are self-insured.

3. Such insurance shall be written by an accredited insurance company under the supervision of the Board of Insurance Commissioners of the State of Texas. Evidence of compliance with these insurance requirements shall be considered as having been met when a copy of the insurance policy or a certificate of insurance has been filed with and approved by the AHJ. Such policy shall include an endorsement that the City is named as an additional insured to the full amount of the policy limits and that the AHJ shall be notified at least thirty (30) days in advance in the event the policy or policies are canceled and ten (10) days in advance for non-payment of policy premiums. The certificate of insurance shall recite or attach such endorsement for additional insured and the notice requirements. The permitee shall maintain said insurance with a solvent insurance company authorized to do business in Texas. The policy shall provide that the insurer will defend against all claims and lawsuits which arise and will pay any final judgment of a court of competent jurisdiction against the City, its officers, agents, servants or employees, and permittee, his officers, agents, servants or employees. Failure to keep the insurance policy in full force and effect throughout the term of the permit shall be grounds for permit revocation.

4. A permit applicant who has provided certificates of insurance to the City pursuant to the requirements of a Chapter of the City Code other than this Subchapter that meet all of the requirements established in this Subchapter shall not be required to obtain an additional insurance but is required to provide such certificates of insurance showing present coverage as required in this Subchapter. A permittee who has multiple permits under this Chapter is required to provide only one current valid certificate of insurance for all such permits but may be required to provide a copy of the current certificate of insurance with each application under this Subchapter.

105.5.56.9 Nontransferable, Added.
Permits issued under this chapter shall be personal to the permittee, and shall not be assigned or transferred to any other person or entity.

9.52.030.6 Section 105.6 Required construction permits, Amended.

105.6 Required construction permits.

Where required, application for construction permit shall be made to the building official in accordance with Section 105 of the International Building Code and Title 18, Chapter 18.08 (Building Code) of the El Paso City Code.

~~The *fire code official* is authorized to issue construction permits for work as set forth in Sections 105.6 through 105.6.24.~~

9.52.030.7 Section 105.6.18.1 Private fire hydrant construction plans, Added.

105.6.18.1 Private fire hydrant construction plans.
Private fire hydrant construction plans. Private fire hydrant construction plans shall be submitted by a Texas licensed fire protection contractor or a Texas licensed master plumber.

9.52.030.8 Section 105.6.25 Access Control System, Added.

105.6.25 Access Control System Permit.
A permit shall be required for the installation of an access control system in a building that has a fire alarm control panel.

9.52.030.10 Section 107.7 Permits required, Added.

107.7 Permits required.
Permits and licenses required by this Fire Code shall be obtained from the AHJ. Permit and license fees, as required in accordance with the schedule as established by the applicable governing authority, shall be paid to the City prior to issuance of the permit or license. This fee is charged to pay part of the expense of enforcing this section. Any person commencing work or performing any action requiring a permit under this Fire Code without first obtaining the necessary permit shall be subject to a fee of 300% of the scheduled permit fee in addition to the scheduled permit fee and other penalties set forth in Section 112 of this Fire Code. Issued permits shall be kept on the premises designated therein at all times and shall be readily available for inspection by the AHJ.

9.52.030.11 Section 107.8 Time limit of application, Added.

Section 107.8 Time limitation of application.
An application for an operational permit for any proposed work or operation shall be deemed to have been abandoned if all applicable fees are not paid in full within 30 days after the date of signing of the permit application.

9.52.030.13 Section 108.5 Certificates of Occupancy, Added.

108.5 Certificates of Occupancy, Added.
The building owner, or an occupant, or other person having charge or control of a building, structure or premises or their duly authorized agent shall have a valid certificate of occupancy available for review, upon request by the fire code official conducting an official inspection of a building, structure or premises. Failure to provide a valid certificate of occupancy upon request to the fire code official shall result in the denial of the issuance

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of an operational permit by the fire code official, unless the building existed prior to November 23, 1955 and has not been structurally altered or experienced a change in use since November 23, 1955.

108.5.1, Added.
Except as provided in Ordinance No. 1448 and other applicable law, it shall be a violation of this title if a building owner or an occupant or other person having charge or control of a building, structure or premises does not obtain a certificate of occupancy from the building official.

108.5.2, Added.
In accordance with applicable law, the fire code official shall be authorized to take immediate action when life safety issues require such action.

108.5.3, Added.
The provisions of this Subsection 9.52.030.13, including a determination that a certificate of occupancy is not required because the building existed prior to November 23, 1955 and has not been structurally altered or experienced a change in use since November 23, 1955, shall be subject to the appeal process referenced in local amendment 111.1 of Subsection 9.52.030.16 of the City Code.

9.52.030.14 Section 109.2.1.1 Private fire hydrant test and inspection records, Added.

109.2.1.1 Private fire hydrant test and inspection records.
Private fire hydrant test and inspection records shall be filed with the AHJ within two working days from the private hydrant's date of test/inspection.

9.52.030.15 Section 109.2.1.2 Fire hydrant not operative, Added.

109.2.1.2 Private fire hydrant not operative.
If a private fire hydrant is not operative and is not repaired at the time of its test/inspection, the hydrant's condition must be reported to the AHJ immediately.

9.52.030.16 Section 111.1 Board of appeals established, Amended.

111.1 Board of appeals.
~~In order to hear and decide appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be appointed by the applicable governing authority and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the fire code official.~~

Appeals of orders, decisions or determinations by the AHJ relative to the application and interpretation of Fire Code may be appealed to the Construction Board of Appeals in accordance with Chapter 2.30 of the City Code.

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9.52.030.17 Section 112.4 Violation penalties, Amended.

112.4 Violation penalties.
Persons who shall violate a provision of this Fire Code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the AHJ, or of a permit or certificate used under provisions of this Fire Code, shall be guilty of a ~~[SPECIFY OFFENSE]~~misdemeanor, punishable by a fine of not more than two thousand dollars ~~or by imprisonment not exceeding [NUMBER OF DAYS], or both such fine and imprisonment~~. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

9.52.030.18 Section 112.5 Citations, Added.

112.5 Citations.
The AHJ shall have the authority to issue citations for violations of provisions of this Fire Code.

9.52.030.194 Section 113.4 Failure to comply, Amended.

113.4 Failure to comply.
Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be ~~subject to fines established by the authority having jurisdiction~~ liable for a fine of not more than two thousand dollars. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

9.52.040 – Chapter 2, Definitions, Amended.
International Fire Code, ~~2015~~2021 Edition, Chapter 2, Definitions, is hereby adopted~~ratified~~ in its entirety with the following amendments:

9.52.040.1 Section 202 General Definitions, Amended.

The following definitions are added to those already included in Section 202 of the 2021 International Fire Code or amend those definitions already in the section.

"Adult Foster Care (AFC) Home" means a home that provides supervised, 24-hour living arrangements for people who are unable to continue living independently in their own homes because of a physical, mental or emotional limitation.

"Alter or Alteration" means any change or modification in construction or occupancy.

"Authority Having Jurisdiction (AHJ)" means an organization, office, or individual responsible for enforcing the requirements of a code or standard, or for approving equipment, materials, an installation, or a procedure.

"Building Official" means where the term "Building Official" is used within the fire prevention code and this chapter, it shall have the same meaning as set forth in Section 18.02.102.2 of the El Paso City Code. ~~The officer or other designated authority charged with the administration and enforcement of the *International Building Code*, or a duly authorized representative.~~

"Dry pipe valve" A dry standpipe system normally filled with pressurized air that is arranged through the use of a device, such as a dry pipe valve, to admit water into the system piping automatically upon the opening of a hose valve. The water supply of the automatic dry standpipe system shall not be required to be capable of supplying the system demand.

"Environment" means any surface water, groundwater, drinking water supply, land surface or subsurface strata, or ambient air within or under the control of the United States.

"Fire Barrier" means a fire-resistance-rated wall assembly of materials permanently fixed in place designed to restrict the spread of fire in which continuity is maintained. ~~designed to restrict the spread of fire in which continuity is maintained~~

"Fire District" means a heavily populated or congested commercial area as described in Chapter 18.08 of the City Code, also known as the 'limits established by law'.

"Flame Effects" means the combustion of solid, liquid, or gas, designed specifically to produce an open flame when ignited to display a thermal, physical, visual, or audible phenomena as defined in NFPA 160. Such devices include paraffin wax candles, LP gas candles, torches, LP-gas burners, and 'sky lantern' type flame illuminated aerial devices and cold spark machines.

"Foster Family Home" means a home that is the primary residence of the foster parents and provides care for six of fewer children or young adults, under the regulation of a child-placing agency.

"Fuel Oil" Kerosene or any hydrocarbon oil having a flash point not less than 100 F (38 C).

"Jurisdictional Area" means an area within the City limits of the City.

"Repair Garage" means a building, structure, or portion thereof used for servicing, or repairing motor vehicles, or a building, structure, or portion thereof used for installation of aftermarket parts and accessories on motor vehicles.

"Vacant" has the same meaning as defined by Chapter 18.40 (Vacant Buildings) of the El Paso City Code.

9.52.050 – ~~-~~Chapter 3, General Requirements, Amended.
International Fire Code, ~~2015~~ 2021Edition, Chapter ~~1~~3, Scope and Administration, is hereby adopted ~~ratified~~ in its entirety with the following amendments:

9.52.050.1 Section 310.1 General, Amended.

310.1 General.

Refer to Chapter 9.50 of the City Code. ~~The smoking or carrying of a lighted pipe, cigar, cigarette or any other type of smoking paraphernalia or material is prohibited in the areas indicated in Sections 310.2 through 310.8.~~

9.52.050.2 Section 311.7 Vacant Buildings Ordinance, Added.

311.7 Vacant Buildings Ordinance.
Vacant premises shall also comply with the provisions of Chapter 18.40 (Vacant Buildings) of the City Code.

9.52.050.3 Section 315.3.5 Aisles, Added.

Section 315.3.5 Aisles.
In areas where miscellaneous combustible materials are stored, an aisle of at least 30 inches in width shall be provided for every 50 linear feet of piles, palletized, racked, or bin storage.

9.52.050.4 Section 315.4 Outside storage, Amended.

315.4 Outside storage.
~~Outside storage of combustible materials shall not be located within 10 feet (3048 mm) of a lot line.~~ Outside storage, including but not limited to pile storage of combustible materials, shall not be located within 10 feet of a property line, building, and or structure. Outside storage, including pile storage shall be maintained from an existing fence line a minimum distance equal to the height of the material stored.

Exceptions:

1. The separation distance to a property line is allowed to be reduced to 3 feet ~~(914 mm)~~ for storage not exceeding 6 ~~(1829 mm)~~feet in height.

2. The separation distance to a property line is allowed to be reduced when the AHJ determines that no hazard to the adjoining property ~~does not~~ exists.

9.52.050.5 Section 315.4.2 Height, Amended.

315.4.2 Height.
Storage in the open, including but not limited to pile storage, shall not exceed 20 feet ~~(6096 mm)~~in height.

9.52.050.6 Section 315.4.3 Width, Added.

315.4.3 Width.
A minimum of 20 feet width separation between all outside storage, including but not limited to, pile storage, shall be provided.

9.52.050.7 Section 319 Mobile Food Preparation Vehicles.

319 Mobile Food Preparation Vehicles, Added.
Beginning Calendar Year 2025 all permitted mobile food preparation vehicles as defined by the 2021 International Fire (IFC) will have to meet all the following requirements.

319.1 General. Mobile food preparation vehicles that are equipped with appliances that produce smoke or grease laden vapors shall comply with this section.

319.2 Permit required. Permits shall be required as set forth in Section 105.5.

319.3 Exhaust hood. Cooking equipment that produces grease-laden vapors shall be provided with a kitchen exhaust hood in accordance with Section 606.

319.4 Fire protection, amended.
Fire protection shall be provided in accordance with Section 319.4.1.

319.4.1 Fire extinguisher.
Portable fire extinguishers shall be provided in accordance with Section 906.4.

319.5 Appliance connection to fuel supply piping.
Gas cooking appliances shall be secured in place and connected to fuel-supply piping with an appliance connector complying with ANSI Z21.69/CSA 6.16. The connector installation shall be configured in accordance with the manufacturer's installation instructions. Movement of appliances shall be limited by restraining devices installed in accordance with the connector and appliance manufacturer's instructions.

319.6 Cooking oil storage containers.
Cooking oil storage containers within mobile food preparation vehicles shall have a maximum aggregate volume not more than 120 gallons (454 L), and shall be stored in such a way as to not be toppled or damaged during transport

319.7 Cooking oil storage tanks.
Cooking oil storage tanks within mobile food preparation vehicles shall comply with Sections 319.7.1 through 319.7.5.2.

319.7.1 Metallic storage tanks.
Metallic cooking oil storage tanks shall be listed in accordance with UL 80 or UL 142, and shall be installed in accordance with the tank manufacturer's instructions.

319.7.2 Nonmetallic storage tanks.
Nonmetallic cooking oil storage tanks shall be installed in accordance with the tank manufacturer's instructions and shall comply with both of the following:

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1. Tanks shall be listed for use with cooking oil, including maximum temperature to which the tank will be exposed during use.
2. Tank capacity shall not exceed 200 gallons (757L) per tank.

319.7.3 Cooking oil storage system components.
Metallic and nonmetallic cooking oil storage system components shall include, but are not limited to, piping, connections, fittings, valves, tubing, hose, pumps, vents and other related components used for the transfer of cooking oil.

319.7.4 Design criteria.
The design, fabrication and assembly of system components shall be suitable for the working pressures, temperatures and structural stresses to be encountered by the components.

319.7.5 Tank venting.
Normal and emergency venting shall be provided for cooking oil storage tanks.

319.7.5.1 Normal vents.
Normal vents shall be located above the maximum normal liquid line, and shall have a minimum effective area not smaller than the largest filling or withdrawal connection. Normal vents are not required to vent to the exterior.

319.7.5.2 Emergency vents.
Emergency relief vents shall be located above the maximum normal liquid line, and shall be in the form of a device or devices that will relieve excessive internal pressure caused by an exposure fire. For nonmetallic tanks, the emergency relief vent shall be allowed to be in the form of construction. Emergency vents are not required to discharge to the exterior.

319.8 LP-gas systems.
Where LP-gas systems provide fuel for cooking appliances, such systems shall comply with Chapter 61 and Sections 319.8.1 through 319.8.5.

319.8.1 Maximum aggregate volume.
The maximum aggregate capacity of LP-gas containers transported on the vehicle and used to fuel cooking appliances only shall not exceed 200 pounds (91 kg) propane capacity.

319.8.2 Protection of container.
LP-gas containers installed on the vehicle shall be securely mounted and restrained to prevent movement.

319.8.3 LP-gas container construction.
LP-gas containers shall be manufactured in compliance with the requirements of NFPA 58.

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319.8.4 Protection of system piping.
LP-gas system piping, including valves and fittings, shall be adequately protected to prevent tampering, impact damage, and damage from vibration.

319.8.5 LP-gas alarms.
A listed LP-gas alarm shall be installed within the vehicle in the vicinity of LP-gas system components, in accordance with the manufacturer's instructions.

319.9 CNG systems.
Where CNG systems provide fuel for cooking appliances, such systems shall comply with Sections 319.9.1 through 319.9.4.

319.9.1 CNG containers supplying only cooking fuel.
CNG containers installed solely to provide fuel for cooking purposes shall be in accordance with Sections 319.9.1.1 through 319.9.1.3.

319.9.1.1 Maximum aggregate volume.
The maximum aggregate capacity of CNG containers transported on the vehicle shall not exceed 1,300 pounds (590 kg) water capacity.

319.9.1.2 Protection of container.
CNG containers shall be securely mounted and restrained to prevent movement. Containers shall not be installed in locations subject to a direct vehicle impact.

319.9.1.3 CNG container construction.
CNG containers shall be an NGV-2 cylinder.

319.9.2 CNG containers supplying transportation and cooking fuel.
Where CNG containers and systems are used to supply fuel for cooking purposes in addition to being used for transportation fuel, the installation shall be in accordance with NFPA 52.

319.9.3 Protection of system piping.
CNG system piping, including valves and fittings, shall be adequately protected to prevent tampering, impact damage and damage from vibration.

319.9.4 Methane alarms.
A listed methane gas alarm shall be installed within the vehicle in accordance with manufacturer's instructions.

319.10 Maintenance.

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Maintenance of systems on mobile food preparation vehicles shall be in accordance with Section 319.10.1.

319.10.1 Exhaust system.
The exhaust system, including hood, grease-removal devices, fans, ducts and other appurtenances, shall be inspected and cleaned in accordance with Section 606.3.

319.10.2 Fire Protection systems and devices.
Fire protection systems and devices shall be maintained in accordance with Section 901.6.

319.10.3 Fuel gas systems.
LP-gas containers installed on the vehicle and fuel-gas piping systems shall be inspected annually by an approved inspection agency or a company that is registered with the US Department of Transportation to requalify LP-gas cylinders, to ensure that system components are free from damage, suitable for the intended service and not subject to leaking. CNG containers shall be inspected every 3 years in a qualified service facility. CNG containers shall not be used past their expiration date as listed on the manufacturer's container label. Upon satisfactory inspection, the approved inspection agency shall affix a tag on the fuel gas system or within the vehicle indicating the name of the inspection agency and the date of satisfactory inspection.

9.52.060 – -Chapter 4, Emergency Planning and Preparedness, Amended.

International Fire Code, ~~2015~~2021-Edition, Chapter 4, Emergency Planning and Preparedness, is hereby adopted ~~ratified~~ in its entirety with the following amendments:

9.52.060.1 Section 408 Places of Assembly, Added.

408 Places of Assembly

408.1 Overcrowding in Places of Assembly, Added.
The number of persons in any building or portion thereof shall not exceed the amount permitted in accordance with the Building Code or Fire Code. The owner, supervisor or manager responsible for admitting persons shall be responsible for keeping an accurate occupant count at all times during business hours. In places of assembly with a capacity of 100 or more persons, the occupant count shall be kept in written form and made readily available to AHJ or his authorized representative upon request or at each 30-minute intervals.

408.2 Authority of AHJ in overcrowded conditions, Added.
No person shall permit overcrowding or admittance of any person beyond the approved capacity of any place of assembly. The AHJ, upon finding any overcrowded conditions or obstructions in aisles, passageways or other means of egress, or upon finding any

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conditions which constitutes a threat to life safety, shall cause the performance, presentation, spectacle or entertainment to be stopped until such condition or obstruction is corrected.

408.3 Offense for allowing overcrowding, Added.
Any owner, supervisor or manager who shall admit persons in excess of the occupant capacity set by the AHJ shall be guilty of a misdemeanor offense punishable by a fine as provided in the City Code. Each person admitted or ticket sold in excess of such number shall constitute a separate offense.

408.4 Failure to comply, Added.
For failure to comply herewith, the AHJ may, in the name of the City, apply to a court of competent jurisdiction for an injunction to compel compliance. Failure to comply with this subsection shall make the person so failing, and any person by whom he was employed at the time he failed to comply, subject to the enforcement provisions of Section 112 of the IFC and Section 9.52.030.194 of the City Code, and he or she shall in addition show cause, if any exists, why he or she should not be eligible for a permit for two (2) years after the date of violation. These penalties are in addition to any criminal penalties provided for by this chapter.

9.52.070 – ~~-~~Chapter 5, Fire Service Features, Amended.
International Fire Code, 2021~~2015~~ Edition, Chapter 5, Fire Service Features, is hereby adopted~~ratified~~ in its entirety with the following amendments:

9.52.070.1 Section 503.1.4 Facility yards, Added.

503.1.4 Facility yards.
An approved fire apparatus access road shall be provided to within 150 feet of all outside combustible/flammable materials storage, including but not limited to pile storage, located in automobile wrecking yards, junkyards, recycling facilities, or wrecking yards.

9.52.070.2 Section 505.1 Address identification, Amended.

505.1 Address Numbers.
New and existing buildings shall be numbered in accordance with Title 18 of the City Code. ~~New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches (102 mm) high with a minimum stroke width of ½ inch (12.7 mm). Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.~~

9.52.070.3 Section 506.1.1.1 Electric Gate, Added.

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506.1.1.1 Electric Gate.
An approved electric Knox Switch shall be installed on electric access gates where required by the AHJ.

9.52.070.4 Section 507.3.1 Minimum pressure requirement, Added.

507.3.1 Minimum pressure requirement.
When the water supply system is intended to provide firefighting capability, the water supply system must also be designed to maintain a minimum pressure of 20 psi under combined fire and drinking water flow conditions pursuant to 30 Tex. Admin. Code Section 290.46(r).

9.52.070.5 Section 507.4.1 Flow test adjustments.

507.4.1 Flow Test Adjustments, Added.
Water flow test data shall be adjusted to account for daily and seasonal fluctuations, large simultaneous industrial use, future demand on water supply, or any other condition that could affect the water supply. The fire protection system design shall be based on not more than 90% of the water flow test data. The water flow test data shall only be valid if the required data is obtained within five (5) years from the date plans are submitted to the AHJ.

507.4.2 System Water Demand Verification, Added.
Backflow forward flow test shall be performed by the contractor and witnessed by the Fire Marshal inspector to verify water demand calculations submitted by the system designer.

9.52.070.6 Section 507.5.1 Where required, Amended.

507.5.1 Where Required.
Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than ~~4~~8~~(122 m)~~00 feet from a hydrant on a fire apparatus access road, as measured by an *approved* route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the *AHJ*.

9.52.070.7 Section 507.5.5 Clear space around hydrants, Amended.

507.5.5 Clear space around hydrants.
A ~~3~~5-foot~~ (914 mm)~~ clear space shall be maintained around the circumference of fire hydrants, except as otherwise required or approved.

9.52.070.8 Section 507.5.7 Private fire hydrants, Added.

507.5.7 Private fire hydrants.
All private fire hydrants shall comply with the current EPWU hydrant installation specifications.

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9.52.070.8.1 Section 507.5.7.1 DATV, Added.

507.5.7.1 DATV.
Installation of a Davidson Anti-Terrorism Valve is optional on a private fire hydrant.

9.52.070.9 Section 508.1.2 Separation, Amended.

508.1.2 Separation.
The *fire command center* shall be separated from the remainder of the building by not less than a 1-hour fire-resistance-rated fire barrier constructed in accordance with Section 707 of the *International Building Code* or horizontal assembly constructed in accordance with Section 711 of the *International Building Code*, or both. No openings shall be permitted between the fire command center and the building being protected.

9.52.070.10 Section 510 Emergency Responder Communication Coverage, Added.

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510.1 Emergency Responder Communication Coverage in new buildings, Amended.
Approved in-building, two-way emergency responder communication coverage for emergency responders shall be provided in all new buildings. In-building, two-way emergency responder communication coverage within the building shall be based on the existing coverage levels of the public safety communication systems utilized by the jurisdiction, measured at the exterior of the building. This section shall not require improvement of the existing public safety communication systems.

Exceptions:

1. Where approved by the building official and the fire code official, a wired communication system in accordance with Section 907.2.13.2 shall be permitted to be installed or maintained instead of an approved radio coverage system.

2. Where it is determined by the fire code official that the radio coverage system is not needed.

3. In facilities where emergency responder radio coverage is required and such systems, components or equipment required could have a negative impact on the normal operations of that facility, the fire code official shall have the authority to accept an automatically activated emergency responder radio coverage system.

4. Section 510 of the International Fire Code shall not apply to buildings less than 40,000 square feet or any single-family detached residential dwelling or multifamily building or structure less than 40,000 square feet or any building under four stories with less than 40,000 square feet per floor.

510.2 Emergency responder communication coverage in existing buildings, Amended.
Communications coverage in existing buildings will continue to be evaluated based on the square footage of the building and any identified communications failures.

9.52.080 – -Chapter 9, Fire Protection Systems, Amended.
International Fire Code, 20212015 Edition, Chapter 9, Fire Protection Systems, is hereby ~~ratified~~ adopted in its entirety with the following amendments:

9.52.080.1 Section 901.2.2 Supporting data, Added.

901.2.2 Supporting data.
The supporting data in the form of hydraulic calculations required by AHJ for installation or modification of all fire suppression systems shall be valid if the flow test data is within 5 years from the date plans are submitted.

9.52.080.2 Section 901.4.3.1 Extending Sprinkler System Coverage, Added.

901.4.3.1 Extending Sprinkler System Coverage.
When a sprinkler system is installed inside a shell building, all tenant improvements that take place inside the shell building are required to have a sprinkler system modification that meets the current NFPA 13 standards.

9.52.080.3 Section 903.2.8 Group R, Amended.

9.03.2.8. An automatic sprinkler system installed in accordance with IFC Section 903.3 shall be provided throughout all buildings with a Group R fire area. For Group R-2 occupancies, an automatic sprinkler system shall be provided throughout all floors of buildings with a Group R-2 fire area where more than two stories in height, including basements, or where having more than 16 dwelling units.

Exceptions:
1. Group R-1, where guestrooms are not more than three stories above the lowest level of exit discharge and each guestroom has at least one door leading directly to an exterior exit access that leads directly to approved exits.

2. A residential sprinkler system installed in accordance with Section 903.3.1.2 shall be allowed in buildings, or portions thereof, of Group R-1.

3. Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress, and their accessory structures not more than three stories above grade plane in height conforming with the provisions of the International Residential Code.

9.52.080.4 Section 903.2.10.3 Group S-2 Warehouses, Added.

903.2.10.3 Group S-2 Warehouses.

An automatic sprinkler system shall be provided in accordance with Section 903.3.1.1 throughout a Group S-2 warehouse when the S-2 warehouse fire area exceeds 12,000 square feet.

9.52.080.5 Section 903.2.11.3 Buildings 55 feet or more in height, Amended.

903.2.11.3 Buildings 35 feet or more in height.
An automatic sprinkler system shall be installed throughout buildings that have one or more stories with an occupant load of 30 or more, located ~~5~~35 feet ~~(16 764 mm)~~or more above the lowest level of fire department vehicle access, measured to the finished floor.

Exception: Occupancies in Group F-2.

9.52.080.7 Section 903.3.1.1.4 Hydrostatic Testing, Added.

903.3.1.1.4 Hydrostatic Testing.
A Hydrostatic test at 200 psi is required when more than 20 Mechanical Ts or when new pipe is installed.

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9.52.080.8 Section 903.1.1.5 Acceptance Testing, Added.

903.3.1.1.5 Acceptance Testing.
For all new or reconfigured high pile storage warehouses (HPSW), a rack storage array inspection will be conducted after the rack system has been installed in a HPSW. This is to verify that the racks are positioned for proper sprinkler coverage.

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9.52.080.10 Section 903.3.5.3 Freeze Protection, Added.

903.3.5.3 Freeze Protection.
Where aboveground water-filled supply pipes, risers, system risers, or feed mains for a fire protection system pass through areas subject to temperatures below 40 degrees Fahrenheit, the pipe shall be protected from freezing by a listed method.

9.52.080.11 Section 903.4 Sprinkler System Supervision & Alarms, Amended.

903.4 Sprinkler System Supervision & Alarms.
Valves controlling the water supply for automatic sprinkler systems, pumps, tanks, water levels and temperatures, critical air pressure, underground gate valves, and water flow switches on all sprinkler systems shall be electrically supervised by a listed fire alarm control unit or as approved by the authority having jurisdiction.

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Exceptions:
1. Automatic sprinkler systems protecting one- and two-family dwellings.

2. Limited area sprinkler systems installed in accordance with Section 903.3.8.

3. Automatic sprinkler systems installed in accordance with NFPA 13R where a common supply main is used to supply both domestic water and the automatic sprinkler system and a separate shutoff valve for the automatic sprinkler is not provided.

4. Jockey pump control valves that are sealed or locked in the open position.

5. Control valves to commercial kitchen hoods, paint spray booths or dip tanks that are sealed or locked in the open position.

6. Valves controlling the fuel supply to fire pump engines that are sealed or locked in the open position.

7. Trim valves to pressure switches in dry, preaction and deluge sprinkler systems that are sealed or locked in the open position.

8. Underground key or hub gate valves in roadway boxes

9.52.080.12 Section 903.4.2 Alarms, amended.

903.4.2 Alarms,
An approved audible device, located on the exterior and interior of the building in an approved location, shall be connected to each automatic sprinkler system. Such sprinkler water flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

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9.52.080.14 Section 903.4.4 Multi-Tenant and Warehouse Buildings, Added.

903.4.4.1 Multi-Tenant Buildings, Added.
In buildings requiring sprinkler systems with multiple tenants, where no fire alarm is required, each tenant will have the minimum of one notification device (horn/strobe) to provide audio and visual notification upon activation of the monitoring alarm system, in a location approved by the AHJ.

903.4.4.2 Warehouse buildings (S1/S2) Office Areas, Added.
In warehouse buildings requiring sprinkler systems, where no fire alarm is required, a notification device shall be provided in normally occupied office areas. One device per office area if more than one office area exists and-or one device per level of office area if more than one level exists. Notification devices shall also be provided in storage areas where audio and visual notification would be evident within those areas.

903.4.4.3 Warehouse Buildings (S1/S2) Storage Areas, Added.

In warehouse buildings requiring sprinkler systems and where no fire alarm is required, notification devices shall be provided in storage areas spaced at 3 times the distance required for a full notification system (triple spaced between devices).

9.52.080.15 Section 903.5.1 Underground Pipe, Added.

903.5.1 Underground Pipe.
All underground fire line pipe not installed by EPWU shall be hydrostatically tested per NFPA 13 and NFPA 24 requirements.

9.52.080.19 Section 903.7 Buildings with Multiple Risers, Added

903.7 Buildings with Multiple Risers.
When a building is served by multiple sprinkler system risers, all of the risers shall be served by a manifold system. If the risers are not served by a manifold system, the separate systems boundaries must be clear and able to be described by the addressable fire alarm system.

9.52.080.20 Section 904.2.3 Alternative Automatic Fire Extinguishing Systems, Added.

904.2.3 Alternative Automatic Fire Extinguishing Systems.
Fire Extinguishing Systems installed in lieu of a sprinkler system in areas where occupants will be incapacitated (ex: Hyperbaric Facilities) shall use an extinguishing agent which supports life.

9.52.080.21 Section 904.3.5.1 Single tenant building, Added.

904.3.5.1 Single tenant building.
In a single tenant building, where sprinkler monitoring is installed in accordance with 903.4.1, automatic fire-extinguishing systems shall be connected to sprinkler monitoring and a notification device (horn strobe) shall be placed in or near the space protected by the automatic fire-extinguishing system at a location approved by the AHJ.

9.52.080.22 Section 904.4.2.2 Alarm Notification, Added.

904.4.2.2 Alarm Notification.
A notification appliance is required exclusive for annunciation of the hood suppression system. A bell that is interconnected to the hood suppression system shall be used.

9.52.080.23 Section 904.10.4 Acceptance Testing, Added.

904.10.4 Acceptance Testing.
As part of the Acceptance Test for all clean agent systems, a door fan test is required to be witnessed and verified by the fire code official that it meets the standard specified in NFPA 2001.

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9.52.080.24 Section 904.13.2.1 Fire Alarm Control Panel (FACP) Interconnection, Added.

904.13.2.1 Fire alarm Control Panel (FACP) Interconnection.
The automatic fire extinguishing system for commercial cooking systems shall be interconnected to a FACP where a FACP is installed in the building.

9.52.080.25 Section 905.2 Installation Standard for Standpipe Systems, Amended.

905.2.1 Installation Standard for Automatic Standpipe Systems, Added.
NFPA 14 11.5.1 Automatic Standpipe Flow Test/Hydraulic Verification Methods shall be field performed to confirm hydraulic design by way of methods outlined in 7.10.1 Class I and Class III Systems.

905.2.2 Installation Standard for Manual Standpipe Systems, Added.
NFPA 14 11.5.2 Manual Standpipe Flow Test/Hydraulic Verification Methods as depicted in Figure A.11.5.2(a) or Figure A.11.5.2(b) shall be done prior to system final. Contractor under FSYS permit shall be responsible for obtaining their own pump capable of flowing the required gpm and at the required pressure for the system.

Figure A.11.5.2(a) and Figure A.11.5.2(b) on following page.~~are on next page.~~

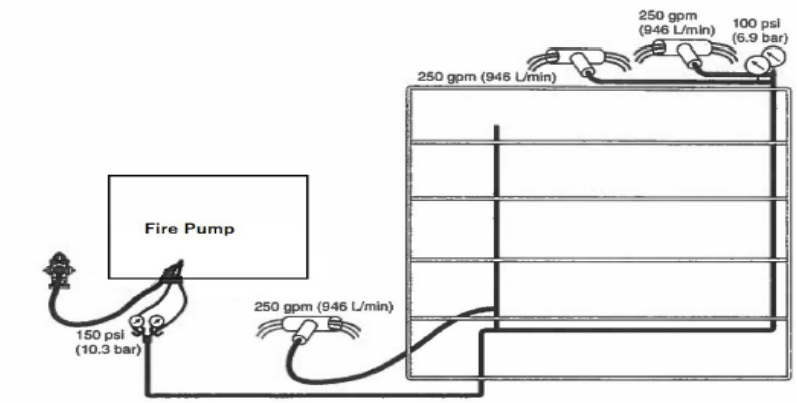

FIGURE A.11.5.2(a) Standpipe Flow Test Methods: Test With Pump Through FDC.

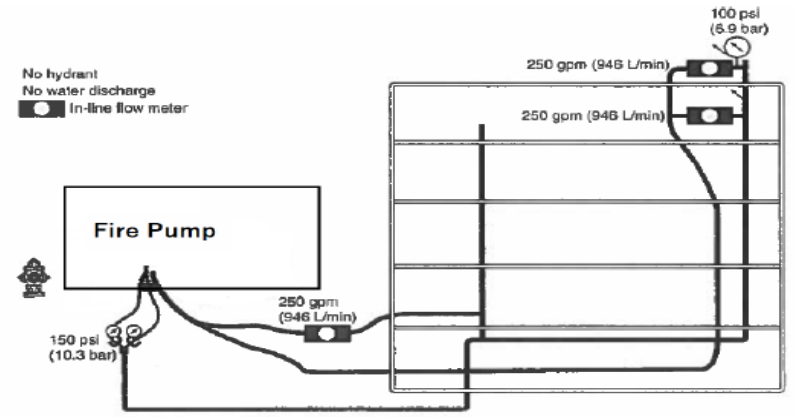

FIGURE A.11.5.2(b) Standpipe Flow Test Methods: Test by Recirculating Water.

9.52.080.26 Section 905.3.9 Mega Structure Special Considerations, Added.

905.3.9 Mega Structure Special Considerations.
All buildings that exceed exit travel distance of 300 ft. require a Class 1 Standpipe system with hose connections. A hose connection shall be provided within 200 ft. of all portions of the building. The distance between each hose connection shall not exceed 400 feet. The hose connections are required to be cross-zoned or on a dedicated standpipe system. A water-flow of 250 gpm at a pressure of 100 psi is required at the most remote hose connection. An acceptance test is required to verify the flow and pressure.

9.52.080.28 Section 905.8 Dry Standpipes, Amended.

905.8 Dry Standpipes, Amended.

~~Dry standpipes shall not be installed.~~ A dry pipe valve standpipe system is required for all standpipe systems that are subject to freezing where an automatic dry standpipe system or a semiautomatic dry system is not required. The dry pipe valve must be installed in a conditioned space. Refer to Dry Pipe Valve in definitions.

Exception: ~~Where subject to freezing and in accordance with NFPA 14.~~ Dry standpipes shall be allowed in parking garages where it is subject to freezing.

9.52.080.29 Section 906.1 Where required, Amended.

Section 906.1 Where required.

Portable fire extinguishers shall be installed in all of the following locations:

1. In new and existing Group A, B, E, F, H, I, M, R-1, R-2, R-4 and S occupancies.
   Exceptions:
   1. In Group R-2 occupancies, portable fire extinguishers shall be required only in locations specified in Items 2 through 6 where each dwelling unit is provided with a portable fire extinguisher having a minimum rating of 2-A:10-B:C.

~~2. In Group E occupancies, portable fire extinguishers shall be required only in locations specified in Items 2 through 6 where each classroom is provided with a portable fire extinguisher having a minimum rating of 2-A:20-B:C.~~

~~3. In storage areas of Group S occupancies where forklift, powered industrial truck or powered cart operators are the primary occupants, fixed extinguishers, as specified in NFPA 10, shall not be required where in accordance with all of the following:~~

~~3.1 Use of vehicle-mounted extinguishers shall be approved by the fire code official.~~

~~3.2 Each vehicle shall be equipped with a 10-pound, 40A:80B:C extinguisher affixed to the vehicle using a mounting bracket approved by the extinguisher manufacturer or the fire code official for vehicular use.~~

~~3.3 Not less than two spare extinguishers of equal or greater rating shall be available on site to replace a discharged extinguisher.~~

~~3.4 Vehicle operators shall be trained in the proper operation, use and inspection of extinguishers.~~

~~3.5 Inspections of vehicle-mounted extinguishers shall be performed daily.~~

~~2. Within 30 feet (9144 mm) distance of travel from commercial cooking equipment and from domestic cooking equipment in Group I-1, Condition 1; and R-2 college dormitory occupancies.~~

~~3. In areas where flammable or combustible liquids are stored, used or dispensed.~~

~~4. On each floor of structures under construction, except Group R-3 occupancies, in accordance with Section 3316.1.~~

~~5. Where required by the sections indicated in Table 906.1.~~

~~6. Special hazard areas, including but not limited to laboratories, computer rooms and generator rooms, where required by the fire code official.~~

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~~**Exception** Portable fire extinguishers are not required at normally unmanned Group U occupancy buildings or structures where a portable fire extinguisher suitable to the hazard of the location is provided on the vehicle of visiting personnel.~~

9.52.080.30 Section 906.3.5 Minimum extinguisher requirements, Added.

906.3.5 Minimum extinguisher requirements.
Each individual occupancy shall have, at a minimum, one 2A10BC extinguisher for every 3000 square feet, or fraction thereof for Light (low) and Ordinary (moderate) hazard occupancies. Greater protection may be required depending on the nature of the hazard, whereas Table 906.3(1) shall be used.

9.52.080.31 Section 907.2 Where required- new buildings and structures, Amended.

907.2 Where required-new buildings and structures.
An approved fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.25 and provide occupant notification in accordance with Section 907.5, unless other requirements are provided by another section of this code.

Not fewer than one manual fire alarm box shall be provided in an approved location to initiate a fire alarm signal for fire alarm systems employing automatic fire detectors or waterflow detection devices. Where other sections of this code allow elimination of fire alarm boxes due to sprinklers, a single fire alarm box shall be installed~~.~~ at the main office or at a location where there is an employee or attendant present. If there is no main office or interior main entrance, it may be installed in the riser room.

Exceptions:

1.The manual fire alarm box is not required for fire alarm systems dedicated to elevator recall control and supervisory service.

~~2. The manual fire alarm box is not required for Group R-2 occupancies unless required by the fire code official to provide a means for fire watch personnel to initiate an alarm during a sprinkler system impairment event. Where provided, the manual fire alarm box shall not be located in an area that is open to the public.~~

9.52.080.32 Section 907.2.3.1 Portable Classrooms, Added.

907.2.3.1 Portable Classrooms.
In addition to the required notification devices, a manual fire alarm box that initiates the occupant notification signal shall be installed in portable classrooms when a manual fire alarm system is installed on the campus as per Section 907.2.3.

9.52.080.33 Section 907.2.24 Mixed Use Buildings, Added.

907.2.24 Mixed Use Buildings.

In mixed use buildings, not classified as high-rise, provided with a sprinkler monitoring system or fire alarm system as required elsewhere in this Fire Code or El Paso City Code, all notification devices shall activate upon alarm activation.

9.52.080.34 Section 907.2.25 Multiple Buildings, Added.

907.2.25 Multiple Buildings.
For properties where multiple buildings exist and where a fire alarm system or a sprinkler monitoring system has been installed in these properties, a separate FACP is required where the main address differs in each building or set of buildings. Each panel must transmit their own fire alarm signals directly to Central Station.

9.52.080.35 Section 907.6.3 Initiating device identification, Amended.
The fire alarm system shall identify the specific initiating device address, location, device type, floor level where applicable and status including indication of normal, alarm, trouble and supervisory status, as appropriate.

Exceptions: 1. Fire alarm systems in single-story buildings less than 22,500 square feet in area and not classified E occupancy.
~~2. Fire alarm systems that only include manual fire alarm boxes, waterflow initiating devices and not more than 10 additional alarm initiating devices.~~
~~3. Special initiating devices that do not support individual device identification.~~
~~4. Fire alarm systems or devices that are replacing existing equipment.~~

9.52.080.37 Section 907.6.4.3 Zone Descriptions, Added.

907.6.4.3 Zone Descriptions.
When a conventional fire alarm panel is installed, the FACP shall be programmed with zone descriptions for all configured zones regardless of square footage. The length of any zone shall not exceed 300 feet (91.44m) in any direction.

9.52.080.38 Section 907.6.6 Monitoring, Amended.

907.6.6 Monitoring.
Fire alarm systems required by this chapter or by the International Building Code shall be monitored by an approved supervising station in accordance with NFPA 72. Monitoring and reporting by the supervising station shall identify the specific initiating device address, location, device type, floor level where applicable for alarm, trouble and supervisory status, as appropriate.

~~Exception: Monitoring by a supervising station is not required for:~~
~~1. Single- and multiple-station smoke alarms required by Section 907.2.11.~~
~~2. Smoke detectors in Group I-3 occupancies.~~
~~3. Automatic sprinkler systems in one- and two-family dwellings.~~

9.52.080.39 Section 907.6.6.1.1 Dumb Dialers, Added.

907.6.6.1.1 Dumb Dialers.

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Dry contact communication dialers for FACP's are not allowed.

9.52.080.40 Section 907.6.6.2.1 Monitor It Yourself (MIY) Revocation, Added.

907.6.6.2.1 MIY Revocation.
The fire code official may revoke the permission to use MIY transmitters to Public Safety Answering Points (PSAP) if these systems do not function properly or if the PSAP call takers are not proficient in using this system. Permission to use this type of system may be revoked after 5 failed tests within a year. The inability to read the fire alarm descriptions or the inability to receive a signal on a timely manner (within 5 minutes) will constitute a failed test.

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9.52.080.41 Section 907.6.7 Fire alarm control panel electrical connection, Added.

907.6.7 Fire alarm control panel electrical connection.
Fire alarm control panels (FACP) that will serve multiple tenants are required to be connected to the building electrical house panel.

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9.52.080.42 Section 907.6.8 Annunciation location for sprinkler monitoring systems, Added.

907.6.8 Annunciation location for sprinkler monitoring systems.
Where a sprinkler monitoring system is installed, the annunciation location needs to meet the same requirements as the annunciation location for a fire alarm system. (This will allow the FACP or a standalone annunciator to be located at a readily accessible location for fire department access)

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9.52.080.44 Section 912.2.1.1 Distance and Accessibility, Added.

912.2.1.1 Distance and Accessibility.
The fire department connection shall be placed no further than 30 feet from an approved fire access road, shall not be obstructed and topography shall be such that it will be readily accessible to fire department personnel.

9.52.080.45 Section 912.2.1.2 Markings, Added.

912.2.1.2 Markings.
The curb immediately adjacent to the fire department connection shall be painted red. If no curb is provided, a six inch minimum red stripe shall be painted on the pavement immediately adjacent to the FDC. The painted curb or stripe shall measure 10 feet. The pavement immediately adjacent to the painted curb or stripe, shall be hash marked in red paint and extend out a minimum of 10 feet or as designated by the AHJ.

9.52.080.46 Section 912.2.1.3 Pathway, Added.

912.2.1.3 Pathway.
An unobstructed, level surface no less than 36 inches wide shall be provided from the fire department connection to the nearest point of the fire department access road.

9.52.080.47 Section 912.2.1.4 Shared fire line, Added.

912.2.1.4 Shared fire line.
Where a fire protection system is supplied by the same fire line as a private fire hydrant, the fire department connection for that system shall be connected to the fire protection system above the check valve.

9.52.080.48 Section 912.4.1 Locking fire department connection caps, Amended.

912.4.1 Locking fire department connection caps.
~~The fire code official is authorized to require locking caps on fire department connections for water-based fire protection systems where the responding fire department carries appropriate key wrenches for removal.~~ Locking caps on fire department connections for water-based fire protection systems where the responding fire department carries appropriate key wrenches for removal will be required after the effective date of this ordinance. Occupancies will have 2 years to comply with this section.

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9.52.080.49 Section 912.6.1 Backflow protection device enclosures, Added.

912.6.1 Backflow protection device enclosures ASSE 1060 hot box.
A backflow protection device shall provide freeze protection by means of an outdoor enclosure. The enclosure must meet ASSE 1060 Class 1 requirements for freeze protection. Existing backflow protection devices that do not meet this requirement will have 2 years to comply.

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9.52.080.50 Section 912.6.2 Freeze Protection, Added.

912.6.2 Freeze Protection.
Where aboveground water-filled supply pipes, risers, system risers, feed mains or branch lines for a fire protection system pass through areas subject to temperatures below 40 degrees Fahrenheit, the pipe shall be protected from freezing by a listed method.
9.52.080.51 Section 913.2.3 Fire Pump Cavitation, Added.

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9.52.080.51 Section 913.2.3 Fire Pump Cavitation, Added.

913.2.3 Fire Pump Cavitation Protection.
The use of low suction pressure controls shall be used for fire pumps where the intake pressure drops below 30 psi when the fire pump is flowing at 150% at rated capacity, or when the underground is shared with a private hydrant(s).

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9.52.080.54 Section 913.2.4 Fire Pump Power Supply Disconnect, Added.

913.2.4 Fire Pump Power Supply Disconnect.
A Mandatory Fire Pump power supply disconnect is required for all fire pump controllers. This disconnect shall not be located in the fire pump room and will be approved by the AHJ. Markings for the disconnecting means shall be in accordance with article 695.4 of the National Electrical Code (NEC).

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9.52.080.55 Section 913.6 Jockey Pump Pressures, Added.

913.6 Jockey Pump Pressures.
Jockey pump pressures that serve a fire pump, for new or existing buildings, are not allowed to be artificially set low. Any existing building where this condition exists has up to 1 year to provide an NFPA 13 and NFPA 20 code compliant solution and corrective action for this deficiency.

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9.52.080.56 Section 913.7 Fire pump bypass, Added.

913.7 Fire pump bypass.
Fire pump bypass piping shall be installed for all fire pump installations when connected to a pressurized water source such as a municipal water supply or pressurized private source.

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9.52.080.57 Section 913.8 Diesel fire pumps, Added.

913.8 Diesel Fire Pumps.
The installation of diesel fire pumps shall not be allowed unless approved by the fire code official.

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9.52.080.58 Section 913.9 Low suction throttling valve, Added.

913.9 Low Suction Throttling Valve.
A low suction throttling valve shall be installed and comply with sections 913.9.1 and 913.9.2.

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913.9.1 Private fire hydrant.
A low suction throttling valve shall be installed for all fire pump installations that contain a fire hydrant on the private service main shared by both systems.

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913.9.2 Suction pressure below 30 psi.

A low suction throttling valve shall be installed for all fire pump installations where the suction pressure falls below 30 psi when flowing the most demanding required fire flow of the sprinkler system, standpipe system, or private hydrant.

9.52.080.59 Section 915.2.3.1 Carbon Monoxide Annunciation in Group E Occupancies, Added.

915.2.3.1 Carbon Monoxide Annunciation in Group E Occupancies.
Carbon monoxide detection shall be installed in classrooms in Group E occupancies. Carbon monoxide alarm signals shall be automatically transmitted through a Fire Alarm Control Panel annunciator or a Carbon Monoxide Detection Panel annunciator to an on-site location that is staffed by school personnel. A supervisory signal shall be initiated and the signal shall also be transmitted to a Central Station monitoring service. In addition, a local audible alarm with the CO temporal code shall be annunciated in the room of origin.

9.52.090 – ~~-~~Chapter 10, Means of Egress, Amended.
International Fire Code, 2021~~2015~~ Edition, Chapter 10, Means of Egress, is hereby adopted~~ratified~~ in its entirety with the following amendments:

9.52.090.1 Section 1004.7 Outdoor areas, Amended.

Section 1004.7. Outdoor areas.
Yards, patios, occupied roofs, courts and similar outdoor areas accessible to and usable by the building occupants shall be provided with means of egress as required by this chapter. The occupant load of such outdoor areas shall be assigned by the AHJ in accordance with the anticipated use. Where outdoor areas are to be used by persons in addition to the occupants of the building, and the path of egress travel from the outdoor areas passes through the building, means of egress requirements for the building shall be based on the sum of the occupant loads of the building plus the outdoor areas.

Exceptions:
1. Outdoor areas used exclusively for service of the building need only have one means of egress.

2. Both outdoor areas associated with Group R-3 and individual dwelling units of Group R-2.

9.52.090.3 Table 1020.2 Corridor Fire Resistance Rating, Amended.

Table 1020.2 Corridor Fire-Resistance Rating

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[BE] TABLE 1020.2
CORRIDOR FIRE-RESISTANCE RATING

OCCUPANCY	OCCUPANT LOAD SERVED BY CORRIDOR	REQUIRED FIRE-RESISTANCE RATING (hours)	
		Without sprinkler system	With sprinkler system
H-1, H-2, H-3	All	Not Permitted	1[c]
H-4, H-5	Greater than 30	Not Permitted	1[c]
A, B, E, F, M, S, U	Greater than 30	1	0
R	Greater than 10	Not Permitted	0.5[c]/1[d]
I-2[a]	All	Not Permitted	0
I-1, I-3	All	Not Permitted	1[b, c]
I-4	All	1	0

a. For requirements for occupancies in Group I-2, see Sections 407.2 and 407.3 of the International Building Code.
b. For a reduction in the fire-resistance rating for occupancies in Group I-3, see Section 408.8 of the International Building Code.
c. Buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2 where allowed.
d. Group R-3 and R-4 buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.3. See Section 903.2.8 for occupancies where automatic sprinkler systems are permitted in accordance with Section 903.3.1.3.
e. For R occupancies with Corridor Occupant Load greater than 10, a 1-hour fire-resistance rating shall be permitted without sprinkler system.

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9.52.100 – Chapter 11, Construction Requirements for Existing Buildings, Amended.
International Fire Code, 2021~~2015~~ Edition, Chapter 11, Construction Requirements for Existing Buildings, is hereby ~~ratified~~ adopted in its entirety with the following amendments:

9.52.100.1 Section 1103.2 Emergency responder communication coverage in existing buildings, amended.

1103.2 Emergency responder communication coverage in existing buildings
Communications coverage in existing buildings will continue to be evaluated based on the square footage of the building and any identified communications failures.

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9.52.110 – ~~-~~Chapter 32, High-Piled Combustible Storage, Amended.

International Fire Code, 2021~~2015~~ Edition, Chapter 32, High-Piled Combustible Storage, is hereby adopted~~ratified~~ in its entirety with the following amendments:

9.52.110.1 Section 3201.1.1 Purpose and Intent, Added.

3201.1.1 Purpose and intent. The City Council hereby finds, as a matter directly affecting public safety, protection of property, and the life safety of personnel involved in fire suppression activities, that all existing buildings used for high-piled combustible storage must comply with IFC Chapter 32, as amended.

9.52.110.2 Section 3201.1.2 Applicability, Added.

3201.1.2 Applicability.
The provisions of IFC Chapter 32, as amended, shall apply to all existing buildings used for high-piled combustible storage, on or after December 8, 1998, regardless of the date of construction or prior issuance of a Certificate of Occupancy for that building.

9.52.110.3 Section 3201.1.3 Effective date, Added.

3201.1.3 Effective date.
After the effective date, it shall be unlawful for any person, firm, or corporation to use, or permit the use, of any building, structure, or portion thereof, for high-piled combustible storage which does not fully comply with the requirements of IFC Chapter 32, as amended.

9.52.110.4 Section 3201.1.4, Appeals, Added.

3201.1.4 Appeals.
The owner of a building or an owner's duly authorized agent may appeal a decision of the Fire Code Official or the Building Official related to this Section. All appeals shall be directed to the Construction Board of Appeals, in accordance with Chapters 2.30 and 18.02 of the El Paso City Code.

9.52.110.5 Section 3204.3 Water flow test data adjustment, Added.

3204.3 Water flow test data adjustment.
The water flow test data shall be adjusted by the system designer to account for daily and seasonal fluctuations, large simultaneous industrial use, and future demand on the water supply system, or any other condition that could affect the water supply. The fire protection system design shall be based on not more than 90% of the water flow test data.

9.52.110.6 Section 3206.1.1 Fire protection, Added.

3206.1.1 Fire protection.
All existing buildings used for high-piled combustible storage must comply with the fire protection systems requirements identified in IFC Table 3206.2 and the current adopted International Building Code, (IBC), as amended.

9.52.110.7 Section 3206.7.4 Marking on fire department access doors, Amended.

3206.7.4 Marking on fire department access doors.
Fire department access doors shall ~~be labled on the exterior side with the following sign or other approved sign: FIRE DEPARTMENT ACCESS DOOR DO NOT BLOCK The lettering shall be ina constrasting color to the background. Letters shall have a minimum height of 2 inches (51 mm) with a minimum stroke of 3/8 inch (10 mm).~~ comply with 2021 IFC Section 509.1. Fire department access doors shall be plainly marked with the words, "Fire Access Door" in red letters at least 6 inches high with a one-half inch stroke on a white background.

9.52.120 – ~~-~~Chapter 50, Hazardous Materials – General Provisions, Amended.

International Fire Code, 2021~~2015~~ Edition, Chapter 50, Hazardous Materials-General Provisions, is hereby adopted~~ratified~~ in its entirety with the following amendments:

9.52.120.1 Section 5003.3.1.1 Records, Amended.

5003.3.1.1 Records.
~~Records of the unauthorized discharge of hazardous materials by the permittee shall be maintained.~~ Any person, firm, or corporation responsible for any unauthorized discharge reportable under subsection 5003.3.1.6 shall maintain accurate records of the unauthorized discharge of hazardous materials including the date, time, material, and quantities. Such records shall be kept for at least three years from the date of the unauthorized discharge, and shall be subject to inspection by the AHJ upon request. Any person who knowingly falsifies or destroys such records shall be in violation of this Fire Code.

9.52.120.2 Section 5003.3.1.5 Response Expenses, Added.

5003.3.1.5 Response Expenses.
Any person or persons causing or responsible for an abandonment or an unauthorized discharge or threatened unauthorized discharge of hazardous materials resulting in emergency action, other than routine investigation by the fire department, the department of environmental services, or any other City department, shall be jointly and severally liable to the City for its reasonably and necessarily incurred expenses, as defined below, resulting from such emergency action. Hazardous materials response expenses are defined as those non-reusable materials and supplies which are required for responding to hazardous materials emergencies and which are actually expended in an emergency action. Hazardous materials response expenses are defined to also include reusable response equipment which is required for responding to hazardous materials emergencies and which is rendered non-reusable during an emergency action due to damage other than by wear and tear. Hazardous materials response expenses shall include all labor costs, to include but not be limited to overtime expenditures, necessary to mitigate the emergency action. Hazardous materials responses are not considered to be routine firefighting services. Hazardous materials response expenses shall not include routine firefighting services.

9.52.120.3 Section 5003.3.1.6 Local reporting requirements, Added.

5003.3.1.6 Local reporting requirements.

The AHJ shall be immediately notified by the person, firm or corporation responsible when an unauthorized discharge within the City limit boundaries or within the City's extra territorial jurisdictional boundaries becomes reportable under state, or federal laws or as follows:

a. Any unauthorized discharge of a hazardous material which presents an endangerment to public health, public welfare, or the environment, or any unauthorized discharge of a flammable or combustible material which presents a fire hazard, or any unauthorized discharge of any hazardous material or exposure that results in an injury requiring transport to an off-site medical facility.

b. The person who has care, custody or control of property, materials or equipment shall promptly notify the AHJ by calling 911 immediately upon discovery of an unauthorized discharge of any hazardous material reportable under subsection 5003.3.1.6a above. Immediate notification as required in this section shall be performed prior to or concurrently with necessary initial response actions, but under no conditions shall notification be delayed unnecessarily. At the time of notification, the following information shall be provided:

1) What is the location of the incident?

2) Has there been a fire or explosion?

3) Is anyone sick or injured?

4) What is the chemical name or identity of any material involved in the release, if known?

5) If chemical name is unknown are any diamond shaped or other markings visible on the vehicle or container? (colors / names / numbers / symbols)

6) What type of vehicle or container is involved?

7) What is an estimate of the quantity of material that was released?

8) What was the time and duration of the release?

9) Is there any smoke or vapor cloud visible, audible sounds or unusual odor?

10) The name and telephone number of the person or persons to be contacted for further information.

9.52.120.4 Section 5006 Transportation of Hazardous Materials, Added.

5006
TRANSPORTATION OF HAZARDOUS MATERIALS

5006.1 Standing or parking.
It is unlawful for a motor carrier or operator to allow motor vehicles used to transport hazardous materials to stand or park on any street, alley or lot within the limits of the City, except as provided for in accordance with Section 5706.6.2 of this Fire Code.

9.52.130 – Chapter 56, Explosives and Fireworks, Amended.

International Fire Code, 20212015 Edition, Chapter 56, Explosives and Fireworks, is hereby adoptedratified in its entirety with the following amendments:

9.52.130.1 Section 5601.1.3 Fireworks, Amended.

5601.1.3 Fireworks.
The possession, manufacture, storage, sale, handling and use of fireworks are prohibited.Fireworks are declared to be a nuisance. No person shall manufacture, sell or use fireworks within the City limits of El Paso except as provided in Section 9.52.030.5 (Required operational permits, as amended).

Exceptions: The use of fireworks for fireworks displays as allowed in Section 5608.
1. Storage and handling of fireworks as allowed in Section 5604.
2. Manufacture, assembly and testing of fireworks as allowed in Section 5605.
3. The use of fireworks for fireworks displays as allowed in Section 5608.
4. The possession, storage, sale, handling and use of specific types of Division 1.4G fireworks where allowed by applicable laws, ordinances and regulations, provided that such fireworks and facilities comply with the 2006 edition of NFPA 1124, CPSC 16 CFR Parts 1500 and 1507, and DOTn 49 CFR Parts 100-185, as applicable for consumer fireworks.

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9.52.130.2 Section 5601.2.4 Financial responsibility, Amended.

5601.2.4 Financial responsibility.
Before a permit is issued, as required by Section 5601.2, the applicant shall file with the jurisdiction a corporate surety bond in the principal sum of $1,000,000 or a public liability insurance policy for the same amount, for the purpose of the payment of all damages to persons or property which arise from, or are caused by, the conduct of any act authorized by the permit upon which any judicial judgment results. The AHJ is authorized to specify a greater or lesser amount when, in his or her opinion, conditions at the location of use indicate a greater or lesser amount is required. Government entities shall be exempt from this bond requirement. The City shall be named as an additional insured on the insurance policy or an additional obligee under the corporate surety bond, at no cost to the City. A bond required by this section must be executed by a corporate surety and approved by the AHJ. If applicable, an insurance policy shall be written by an accredited insurance

company under the supervision of the Board of Insurance of the state. Evidence of compliance with this requirement shall be considered as having been met when the policy, a copy thereof, or a certificate of insurance has been filed with and approved by the AHJ. Such policy shall include an endorsement that the AHJ shall be notified at least thirty (30) days in advance in the event the policy or policies are canceled.

9.52.130.3 Section 5601.2.4.3 Indemnity agreement, Added.

5601.2.4.3 Indemnity agreement.
The applicant shall be required to enter into an indemnity agreement with the City indemnifying the City and any of its agents or employees, for any personal injury, property damage or other civil liability whatsoever, caused by an activity, condition or event arising out of any act performed under the permit.

9.52.130.4 Section 5601.6.1 Immediate Notification, Added.

5601.6.1 Immediate Notification.
In case of mechanical failure or traffic accident involving any conveyance carrying explosives, the AHJ and the police department shall be notified immediately.

9.52.130.5 Section 5601.7.1 Disposal of explosives, explosive materials or fireworks, Added.

5601.7.1 Disposal of explosives, explosive materials or fireworks.
The City may file a motion with municipal court requesting an Order of Disposal and/or Destruction for explosives, explosive materials and/or fireworks pursuant to authority granted by the 2021 International Fire Code, Section 5601.7. Said Motion shall be filed with a sworn affidavit of the AHJ stating the underlying circumstances of the seizure and the City shall verify that the explosives, explosive materials and/or fireworks are not being held as evidence to be used in any pending case. A hearing shall be held before a judge of the El Paso municipal court. A judge shall, as soon as practicable, hear the matter, after giving reasonable notice to the AHJ and the person whose explosives, explosive materials and/or fireworks have been removed or impounded. The AHJ and the person whose explosives, explosive materials and/or fireworks have been removed or impounded shall each have the opportunity to present evidence and make argument on their behalf. The formal rules of evidence do not apply to a hearing under this section.

The judge hearing the case shall make his or her ruling on the basis of a preponderance of the evidence presented at the hearing. If the judge finds that the explosives, explosive materials and/or fireworks were lawfully seized and that, at the time of the hearing, the explosives, explosive materials and/or fireworks constitute materials or other items that cannot be lawfully possessed, stored, handled or used in the jurisdictional limits of the City, the judge shall grant the motion. The decision of the judge is final.

9.52.130.6 Section 5608.2 Permit application, Amended.

5608.2 Permit application.

~~Prior to issuing permits for a fireworks display, plans for the fireworks display, inspections of the display site and demonstrations of the display operations shall be approved. A plan establishing procedures to follow and actions to be taken in the event that a shell fails to ignite in, or discharge from a mortar of fails to function over the fallout area or other malfunctions shall be provided to the fire code official.~~

Application for permits shall be made in writing to the AHJ at least 10 days in advance of the date of display. Prior to issuing permits for a fireworks display, plans for the fireworks display, inspection of the display site and demonstrations of the display operations shall be approved. A plan establishing procedures to follow and actions to be taken in the event of that a shell fails to ignite or discharge from a mortar or fails to function over the fallout area or other malfunctions shall be provided to the AHJ.

9.52.130.7 Section 5608.2.3 Indoor displays, Added.

5608.2.3 Indoor displays.

Personnel shall be provided to implement a standby fire watch acceptable to the AHJ if pyrotechnics are used inside a building.

9.52.130.8 Section 5609.1 General, Amended.

5609.1 General.

~~Where the display or temporary storage of fireworks 1.4G (consumer fireworks) is allowed by Section 5601.1.3, Exception 4, such display or storage shall comply with the applicable requirements of NFPA 1124.~~

Temporary storage of consumer fireworks, 1.4G, is not allowed.

9.52.130.9 Section 5610 Flame Effects, Added.

5610 FLAME EFFECTS

5610.1 General.

The use of flame effects for entertainment, exhibition, demonstration, or simulation must comply with NFPA 160. Flame effects deemed as such by the AHJ which could include and limited to LP gas candles and burners must comply with the NFPA 160 edition in use by the Texas Railroad Commission.

5610.2 Permit application.

Prior to issuing permits for flame effects, plans for the exhibition, inspections of the exhibition site, and demonstrations of the flame effects shall be approved by the AHJ.

5610.3 Indoor use or outdoor use, Added.

Personnel shall be provided to implement a standby fire watch acceptable to the AHJ if flame effects (as defined by the AHJ) are used indoors or outdoors.

5610.4 Financial Responsibility.

Before a permit is issued for any flame effects exhibition, the applicant must provide evidence of financial responsibility as set forth in Section 5601.2.4.

5610.5 Texas Flame Effects operator's license required.
At least one Texas Flame Effects licensee must be present on-site at all times where flame effects are used, discharged or ignited.

9.52.140 – Chapter 57, Flammable and Combustible Liquids, Amended.

International Fire Code, 2021~~2015~~ Edition, Chapter 57, Flammable and Combustible Liquids, is hereby adopted~~ratified~~ in its entirety with the following amendments:

9.52.140.1 Section 5705.3.8.2 Location on property.

Dispensing activities that exceed the quantities set forth in Table 5705.3.8.2 shall not be conducted within 15 feet (4572 mm) of buildings or combustible materials or within 25 feet (7620 mm) of building openings, lot lines, public streets, public alleys or public ways. Dispensing activities that exceed the quantities set forth in Table 5705.3.8.2 shall not be conducted within 15 feet (4572 mm) of storage of Class I, II or III liquids unless such liquids are stored in tanks that are listed and labeled as 2-hour protected tank assemblies in accordance with UL 2085.

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Exceptions:

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1. The requirements shall not apply to areas where only the following are dispensed: Class III liquids; liquids that are heavier than water; water-miscible liquids; and liquids with viscosities greater than 10, 000 centipoise (cp) (10 Pa x s).
2. Flammable and combustible liquid dispensing in refineries, chemical plants, process facilities, gas and crude oil production facilities and oil-blending and packaging facilities, terminals and bulk plants.
3. Mobile fueling dispensing activities shall not be conducted within 30 feet of buildings, building openings, combustible materials, lot lines, public alleys or public ways.

9.52.140.2 Section 5706.1.2 Restricted Locations, Added.

5706.1.2 Restricted Locations.
It is unlawful for any individual, firm, partnership or corporation within the City limits, to install, enlarge or operate a bulk oil station, refinery, or distilling plant, except when such places conform in location and construction and maintain distances and safeguards as hereinafter specified. All storage of oils and gasoline in Classes I and II for the purpose of refining, or distilling or jobbing, or wholesaling, and handled by motor vehicles for delivery, must be installed within the below specified districts, as hereafter designated.

9.52.140.3 Section 5706.1.3 Designated Districts, Added.

5706.1.3 Designated Districts.
The districts in which refineries, wholesale oil stations, or bulk stations may be located are described as follows:

1. Beginning at the intersection of Texaco Road and the north line of Southern Pacific Railroad tracks; thence westerly along the railroad tracks to the east line of Clark Road, thence north along the east line of Clark Road to the south line of Welch Avenue; thence easterly along the south line of Welch Avenue to the south line of Tampa Avenue; thence east along the south line of Tampa Avenue to the west line of the Western Refining South Plant; thence northerly along the west line of Western Refining South Plant to the west line of the Western Refining North Plant; thence northerly along the west line of the Western Refining North Plant to the south line of Gateway Boulevard East; thence easterly along the south line of Gateway Boulevard East to the east line of Airway Boulevard; thence northerly along the east line of Airway Boulevard to the south line of Viscount Boulevard; thence easterly along the south line of Viscount Boulevard to the east line of the Trans Mountain Oil Co.; thence southerly along the east line of the Trans Mountain Oil Co. to the north line of Gateway Boulevard West; thence westerly along the north line of Gateway Boulevard West to the east line of Airway Boulevard; thence south along the east line of Airway Boulevard to the south line of Gateway Boulevard East; thence easterly along Gateway Boulevard East to the east line of Hawkins Road; thence southerly along the east line of Hawkins Road to the east line of Freeport-McMoran; thence southerly along the east line of Freeport-McMoran to the south line of Freeport-McMoran; thence westerly along the south line of Freeport-McMoran to the east line of Western Refining North spur track; thence southerly along the east line of the spur track to the north line of Southern Pacific Railroad track; thence westerly along the north line of Southern Pacific Railroad tracks to the point of beginning to include Western Refining South Plant, Western Refining North Plant, Trans Mountain Oil Co., Navajo Oil and all property contained within the boundary specified in this section.

2. Beginning at the intersection of the centerline of Lafayette Drive and the centerline of San Paulo Drive westerly to the east side of Lot 7, Block 28; thence northerly to the south line of Lot 1, Block 39; then easterly to the centerline of Lafayette Drive; thence southerly to the point of beginning, to include the Municipal Service Center.

3. Beginning at a point marked by the intersection of the centerline of Beech Street and the northerly right-of-way line of Boeing Drive; thence westerly along the centerline of the Boeing Drive separation median to a point on the east line of Lot 24, Block 4, El Paso International Airport Tracts; then northerly along the east line of Lot 24, Block 4, extended to a point on the south edge of a fifty-foot wide service taxiway; thence westerly along the south edge of the taxiway to a point opposite the easterly line of Lot 10, Block 4, El Paso International Airport Tracts, extended; thence southwesterly to and along the said easterly line of Lot 10, Block 4, to a point lying one hundred twenty-five feet northerly of the north right-of-way line of Boeing Drive; thence northwesterly perpendicular to the above line across Lot 10, Block 4, to a point lying in the westerly line of the Lot 10, Block 4; thence westerly to a distance of two hundred seventy-five feet to a point lying seventy-five feet

north of the northerly right-of-way line of Boeing Drive and being within Lot 9, Block 4, El Paso International Airport Tracts; thence northerly through the remainder of Lot 9, Block 4, and through Lot 8, Block 4, to a point being the southeasterly corner of Lot 6, Block 4, El Paso International Airport Tracts; thence northeasterly across Lot 5, Block 4, to a point being the northeasterly corner of Lot 4, Block 4, El Paso International Airport Tracts; thence northeasterly through the approximate centers of Lots 1 and 2, Block 4, El Paso International Airport Tracts to a point lying in the northeasterly right-of-way line of Northrup Road; thence northwesterly along the right-of-way line of Northrup Road to a point in the southerly right-of-way line of American Drive; thence northeasterly along the southerly right-of-way line of American Drive to a point in the southwesterly right-of-way line of Convair Road; thence southeasterly along the right-of-way line of Convair Road and along an extension of said line for a total distance of seven hundred feet to a point; thence perpendicular to the above line northeasterly a total distance of two hundred fifty feet to a point; thence perpendicular to the above line northwesterly to a point; the point being an intersection of this line with the northerly right-of-way line of Convair Road extended; thence westerly along the northerly right-of-way line of Convair Road extended to an intersection with a line being an extension of the east line of Taxiway "A"; thence north along said extension of the east line of Taxiway "A" to a point being on the southeasterly line of Runway 4-22; thence northeasterly along the southeasterly line of Runway 4-22 to an intersection with the south line of the Runway 8-26 (left) stopway; then easterly along said south line of the Runway 8-26 (left) stopway to an intersection with the easterly line of Taxiway "M" thence southeasterly along the easterly line of Taxiway "M" to an intersection with the north line of Military Cargo Apron; then easterly along the north line of the Military Cargo Apron and along an extension of said line for a distance of approximately one thousand one hundred fifty feet to a point; thence northeasterly parallel to the northerly property line of Block 17, El Paso International Airport Tracts for a distance of approximately one thousand eight hundred feet to a point; thence easterly to a point lying in the extended easterly property line of Lot 8, Block 17, El Paso International Airport Tracts, the point also being one hundred twenty-five feet north of the northwest corner of the Lot 8, Block 17; thence southerly to a point being the northwesterly corner of Lot 9, Block 17 (FAA Tower Site); thence westerly to a point being the midpoint of the east line of Lot 6 and the west line of Lot 7, Block 17, El Paso International Airport Tracts; thence southwesterly on a line intersecting the midpoints of the lot lines through Lots 6, 5, 4 and 3 and the line extended straight across Lots 1 and 2 to an intersection with the northerly right-of-way line of Boeing Drive; thence westerly along the northerly right-of-way line of Boeing Drive to the point of beginning; all of which has been laid out and marked on the plat entitled "El Paso International Airport Wholesale Gasoline and Fuel District" and dated April 11, 1968.

4. A portion of Lots 7 and 8, Block 17, El Paso International Airport Tracts, Units 9, El Paso County, Texas, being more particularly described by metes and bounds as follows to wit; from a point, said point being the common southerly corner of Lots 6 and 7, Block 17, El Paso International Airport Tracts, Unit 9, the point also

lying in the northerly right-of-way line of Shuttle Columbia Drive; thence along the northerly right-of-way lien of Shuttle Columbia Drive 30.00 feet along the arc of a curve to the right, whose central angle is 3°11'00" whose radius is 540.12 feet and whose chord bears North 69°43'31" East a distance of 30.01 feet to a point, said point lying on the northerly right-of-way line of Shuttle Columbia Drive, said point also being the point of beginning; thence North 21°51'59" West a distance of 264.79 feet; thence North 81°10'07" East a distance of 402.14 feet; thence South 8°49'53" East a distance of 250.00 feet to a point, the point lying on the northerly right-of-way line of Shuttle Columbia Drive; thence South 81°10'07" West continuing along the northerly right-of-way line of Shuttle Columbia Drive a distance of 250.00 feet; thence continuing along the northerly right-of-way line of Shuttle Columbia Drive 92.87 feet along the arc of a curve to the left, whose central angle is 9°51'06" whose radius is 540.12 feet and whose chord bears South 76°14'34" West a distance of 92.76 feet to the point of beginning and containing in all 2.148 acres of land, more or less, to include Chevron Oil Products.

9.52.140.4 Section 5706.5.4.5 Commercial, industrial, governmental or manufacturing, Amended.

5706.5.4.5 Commercial, industrial, governmental or manufacturing.
Dispensing of Class II and III motor vehicle fuel from tank vehicles into the fuel tanks of motor vehicles located at commercial industrial, governmental or manufacturing establishments is allowed where permitted, provided that such dispensing operations are conducted in accordance with the following:

1. Dispensing shall occur only at sites that have been permitted to conduct mobile refueling as per IFC section 105.6, as amended by 9.52.030.5 of this Chapter.

2. The representative of a mobile fueling operation shall provide to the jurisdiction a written response plan which demonstrates readiness to respond to a fuel spill and carry out appropriate mitigation measures, and describes the process to dispose properly of contaminated materials.

3. Omitted
4. Omitted

5. Omitted
~~3. A detailed site plan shall be submitted with each application for a permit. The site plan shall indicate: all buildings, structures and appurtenances on site and their use or function; all uses adjacent to the lot lines of the site; the locations of all storm drain openings, adjacent waterways or wetlands; information regarding slope, natural drainage, curbing, impounding and how a spill will be retained on the site property; and the scale of the site plan.~~

~~4. The fire code official is allowed to impose limits on the times and days during which mobile fueling operations is allowed to take place and specific locations on a site where fueling is permitted.~~

~~5. Mobile fueling operations shall be conducted in areas not open to the public or shall be limited to times when the public is not present.~~6. Mobile fueling operations shall not take place within ~~15 feet (4572 mm)~~ 30 feet of buildings, property lines~~,~~ or combustible storage ~~or storm drains~~.

~~Exceptions:~~

~~1. The distance to storm drains shall not apply where an approved storm drain cover or an approved equivalent that will prevent any fuel from reaching the drain is in place prior to fueling or a fueling hose being placed within 15 feet (4572 mm) of the drain. Where placement of a storm drain cover will cause the accumulation of excessive water or difficulty in conducting the fueling, such cover shall not be used and the fueling shall not take place within 15 feet (4572 mm) of a drain.~~

~~2. The distance to storm drains shall not apply for drains that direct influent to approved oil interceptors.~~

~~7. The tank vehicle shall comply wit the requirements of NFPA 385 and local, state and federal requirements. The tank vehicle's specific functions shall include that of supplying fuel to motor vehicle fuel tanks. The vehicle and all its equipment shall be maintained in good repair.~~

~~8. Signs prohibiting smoking or open flames within 25 feet (7620 mm) of the tank vehicle or the point of fueling shall be prominently posted on three sides of the vehicle including the back and both sides.~~

~~9. A portable fire extinguisher with a minimum rating of 40:BC shall be provided on the vehicle with signage clearly indicating its location.~~

~~10. The dispensing nozzles and hoses shall be of an approved and listed type.~~

~~11. The dispensing hose shall not be extended from the reel more than 100 feet (30 480 mm) in length.~~

~~12. Absorbent materials, nonwatery absorbent pads, a 10 foot long (3048 mm) containment boom, an approved container with lid and a nonmetallic shovel shall be provided to mitigate a minimum 5 gallon (19 L) fuel spill.~~

~~13. Tank vehicles shall be equipped with a "fuel limit" switch such as a count back switch, to limit the amount of a single fueling operation to not more than 500 gallons (1893 L) before resetting the limit switch.~~

~~Exception: Tank vehicles where the operator carries an can utilize a remote emergency shutoff device that, when activated, immediately causes flow of fuel from the tank vehicle to cease.~~

~~14. Persons responsible for dispensing operation shall be trained in the appropriate mitigating actions in the event of a fire, leak or spill. Training records shall be maintained by the dispensing company.~~

~~15. Operators of tank vehicles used for mobile fueling operations shall have in their possession at all times an emergency communications device to notify the proper authorities in the event of an emergency.~~

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~~16. The tank vehicle dispensing equipment shall be constantly attended and operated only by designated personnel who are trained to handle and dispense motor fuels.~~
~~17. Fuel dispensing shall be prohibited within 25 feet (7620 mm) of any source of ignition.~~
~~18. The engines of vehicles being fueled shall be shut off during dispensing operations.~~
~~19. Nighttime fueling operations shall only take place in adequately lighted areas.~~
~~20. The tank vehicle shall be positioned with respect to vehicles being fueled to prevent traffic from driving over the delivery hose.~~
~~21. During fueling operations, tank vehicle brakes shall be set, chock blocks shall be in place and warning lights shall be in operation.~~
~~22. Motor vehicle fuel tanks shall not be topped off.~~
~~23. The dispensing hose shall be properly placed on an approved reel or in an approved compartment prior to moving the tank vehicle.~~
~~24. The fire code official and other appropriate authorities shall be notified when a reportable spill or unauthorized discharge occurs.~~
~~25. Operators shall place a drip pan or an absorbent pillow under each fuel fill opening prior to and during dispensing operations. Drip pans shall be liquid tight. The pan or absorbent pillow shall have a capacity of not less than 3 gallons (11.36 L). Spills retained in the drip pan or absorbent pillow need not be reported. Operators, when fueling, shall have on their person an absorbent pad capable of capturing diesel fuel overfills. Except during fueling, the nozzle shall face upward and an absorbent pad shall be kept under the nozzle to catch drips. Contaminated absorbent pads or pillows shall be disposed of regularly in accordance with local, state and federal requirements.~~

9.52.140.5 Section 5706.5.1.11 Switch Loading, Amended.

Tank vehicles or tank cars that have previously contained Class I liquids shall not be loaded with Class II or III liquids until such vehicles and all piping, pumps, hoses and meters connected thereto have been completely drained and flushed.

Exception: Switch loading is permitted when all precautions and practices are met in accordance with API, RP 2003 — 1998 Protection Against Ignitions Arising out of Static, Lightning, and Stray Currents.

9.52.140.6 Section 5706.6.1.3 Vehicle motor shutdown, Amended.

Motors of tank vehicles or tractors shall be shut down during the making or breaking of hose connections. If loading or unloading is performed without the use of a power pump, the tank vehicle or tractor motor shall be shut down throughout such operations.

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Exception: Switch loading is permitted when all precautions and practices are met in accordance with API, RP 2003 — 1998 Protection Against Ignitions Arising out of Static, Lightning, and Stray Currents.

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9.52.150 – Chapter 61, Liquefied Petroleum Gas, Amended.

International Fire Code, 2021~~2015~~ Edition, Chapter 61, Liquefied Petroleum Gas, is hereby reserved.

9.52.160 – Appendix B, Fire-Flow Requirements for Buildings, Amended.

International Fire Code, 2021~~2015~~ Edition, Appendix B, Fire-flow Requirements for Buildings, is hereby adopted~~ratified~~ in its entirety with the following amendments:

9.52.160.1 Section B105.4 Fire-Flow requirements for private fire hydrants, Added.

B105.4 Fire-Flow requirements for private fire hydrants. The minimum required Fire Flow for all private fire hydrant shall be 1,000 gallons per minute.

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9.52.160.2 Section B105.5 Fire-Flow data, Added.

B105.5 Fire-Flow data.
The water flow test data shall only be valid if the required data is obtained within five years from the date plans are submitted to the AHJ.

9.52.170 - Appendix C, Fire Hydrant Locations and Distributions, Amended.

~~International~~International Fire Code, 2021 Edition, Appendix C, Fire Hydrant Locations and Distributions, is hereby adopted ~~and amended~~ in its entirety with the following amendments:

9.52.170.2 Section C102.1 Minimum number of fire hydrants for a building, Amended.

C102.1 Minimum number of hydrant requirements. The minimum **number of hydrants required shall be determined by the fire-flow** requirements referenced in Table C102.1, as amended. The requirements regarding the average spacing between hydrants and the maximum distance from any point on street or road frontage to a hydrant are found in IFC Chapter 5 Fire Service Features and Appendix D Fire Apparatus Access Roads.

Exception: The fire code official is authorized to accept a deficiency of up to 10 percent where existing fire hydrants provide all or a portion of the required fire hydrant service.

9.52.170.3 Table C102.1 Number and distribution of fire hydrants, amended.

TABLE C102.1 — NUMBER AND DISTRIBUTION OF FIRE HYDRANTS

FIRE-FLOW REQUIREMENT (gpm)	MINIMUM NUMBER OF HYDRANTS
1,700 OR LESS	1
2,000 — 2,250	2
2,500	3
3,000	3
3,500 — 4,000	4
4,500 — 5,000	5
5,500	6
6,000	6
6,500 — 7,000	7
7,500 or more	8 or more [e]

For SI: 1 foot = 304.8 mm, 1 gallon per minute = 3.785 L/m.

a. Reduce by 100 for dead-end streets or roads.

b. Where streets are provided with median dividers which cannot be crossed by fire fighters pulling hose lines, or where arterial streets are provided with four or more traffic lanes and have a traffic count of more than 30,000 vehicles per day, hydrant spacing shall average 500 feet on each side of the street and be arranged on a alternating basis up to a fire-flow requirement of 7,000 gallons per minute and 400 feet for higher fire-flow requirements.

c. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrants shall be provided at spacing not to exceed 1,000 feet to provide for transportation hazards.

d. Reduce by 50 feet for dead-end streets or roads.

e. One hydrant for each 1,000 gallons per minute or fraction thereof.

9.52.170.1 Section C104.2 Existing private fire hydrants, Added.

C104.2 Existing private fire hydrants. Existing private fire hydrants on adjacent properties shall not be considered available.

9.52.180 – Appendix D, Fire Apparatus Access Roads, ~~is hereby adopted and a~~Amended.

International Fire Code, 2021~~2015~~ Edition, Appendix D, Apparatus Access Roads, is hereby adopted~~ratified~~ in its entirety with the following amendments:

9.52.180.1 Section D101.2 Roadways governed by Subdivision Ordinance, Added.

D101.2 Roadways governed by Subdivision Ordinance.
Fire apparatus access roads within subdivisions shall be as prescribed in the Subdivision Ordinance of the City of El Paso, Texas.

9.52.180.2 Section D103.1 Access road width with a hydrant, Amended.

D103.1 Access road width with a hydrant.
Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 286 ~~(7925 mm)~~ feet exclusive of shoulders (See Figure D103.1).

9.52.180.3 Section D103.1.1 Access road length with a hydrant, Added.

D103.1.1 Access road length with a hydrant.
Where a fire hydrant is located on a fire apparatus access road, the minimum road length shall be 40 feet with the fire hydrant located on center.

9.52.180.4 Section D103.1.1.1 Access road with hydrant access curbs, Added.

D103.1.1.1 Access road with hydrant access curbs.
Hydrant access curbs are to be painted red and be conspicuously and legibly marked with the warning "FIRE LANE—TOW AWAY ZONE" in white letters at least three inches tall with a one-half inch stroke.

9.52.180.5 Section D103.1.1.1.1 Access road without hydrant access curbs, Added.

D103.1.1.1.1 Access road without hydrant access curbs.
If no curb is provided, a red stripe a minimum of 6 inches shall be painted on the pavement and be conspicuously and legibly marked with the warning "FIRE LANE—TOW AWAY ZONE" in white letters at least three inches tall with a one-half inch stroke.

9.52.180.6 Section D103.2 Grade, Amended.

D103.2 Grade.
Fire apparatus access roads shall not exceed 110 ~~0~~ percent in grade.

Exception: Grades steeper than 110 ~~0~~ percent as approved by the fire ~~code official~~ chief, but not to exceed 15 percent.

9.52.180.7 Section D103.4 Dead ends, Amended.

D103.4 Dead ends.
Dead-end fire apparatus access roads in excess of ~~1~~250 feet ~~(45 720)~~ shall be provided with width and turnaround provisions in accordance with Table 103.4.

9.52.180.8 Table 103.4 Requirements for Dead-End Fire Apparatus Access Roads, Amended.
Table 103.4 Requirements for Dead-End Fire Apparatus Access Roads, is hereby amended to read as follows:

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Length (feet)	Width (feet)	Turnarounds required
0—~~1~~250	20	None required
~~1~~251—~~3~~500	20	~~120-foot Hammerhead, 60-foot "Y" or 96-~~60-foot "T cul-de-sac", 60-foot "Y" or 90-foot-diameter cul-de-sac in accordance with figure D103.1
~~5~~301—~~750~~600′ See Note 1	20~~6~~	~~120-foot Hammerhead, 60-foot "Y" or 96-~~90-foot-diameter cul-de-sac in accordance with Figure D103.1
Over ~~750~~600′ See Note 1	Special approval required	Special approval required

Note 1 - Intermediate turnarounds will be required, spaced at a maximum distance of 600' apart.

9.52.180.9 Section- D103.5 Fire apparatus access road gates, Amended.

1. Where a single gate is provided, the minimum gate width shall be 20 feet~~ (6096 mm)~~. Where a fire apparatus road consists of a divided roadway (median or guard post), two adjacent gates may be allowed if the minimum width of each gate is not less than 13 feet and the access road is at a straight approach and departure to the gate. The portion reduced to 13 feet shall be a minimum of 20 feet in approach and departure. The turning radius for all apparatus access roads is still required to be met for all access roads including those allowed by this section.
2. Gates shall be of the horizontal swing, horizontal slide, vertical lift or vertical pivot type.
3. Construction of gates shall be of materials that allow manual operation by one person.
4. Gate components shall be maintained in an operative condition at all times and replaced or repaired when defective.
5. Electric gates shall be equipped with a means of opening the gate by fire department personnel for emergency access. Emergency opening devices shall be approved by the AHJ.
6. Methods of locking shall be submitted for approval by the AHJ.
7. Electric gate operators, where provided, shall be listed in accordance with UL 325.
8. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F2200.

9.52.180.10 Section D103.6 Signs, Amended.

D103.6 Signs and markings.

Where required by the AHJ, fire apparatus access roads shall be marked, at the expense of the owner, with permanent "NO PARKING AT ANY TIME—FIRE LANE" signs ~~complying with Figure D103.6. Signs shall have a minimum dimension of 12 inches (305 mm) wide by 18 inches (457 mm) high and have red letters on a white reflective background. Signs shall be posted on one or both sides of the fire apparatus road as required by Section D103.6.1 or D103.6.2.~~ Such signs shall be of standard size, color, lettering and

mounting complying with El Paso City Code, Title 19, Subdivision Ordinance — Design Standards for Construction. Placement of fire lane signage shall meet the following:

1. One sign shall be posted at each end of an official fire lane. Each sign shall have a single head arrow showing the appropriate direction of the fire lane.

2. A fire lane longer than 100 feet shall have intermediate signs posted at even intervals. Intermediate signs shall have a double headed arrow indicating the fire lane is continuous. The intermediate signs may be posted as necessary, but in no case shall the interval between fire lane signs be greater than 100 feet.

3. The fire lane sign shall be securely fastened to a suitable pole or support with a minimum vertical clearance above the sidewalk of 7 feet.

4. When poles are used to mount fire lane signs they shall be placed 2 feet 6 inches behind the face of the curb. In accordance with the El Paso City Code, Title 12 — Vehicles and Traffic, no pole or obstruction may be placed within 5 feet of a fire hydrant.

5. Fire lane signs shall be posted parallel to the lane or curb to which they apply.

6. When the distance between the curb and a building, pole or other structure is 8 feet or less, the fire lane signs may be posted on the face of the building, light pole or other structure. The bottom of the sign shall be located 7 feet above the adjacent sidewalk.

7. When required by the AHJ, the owner shall also cause curbs to be painted red and be conspicuously and legibly marked with the warning "FIRE LANE—TOW AWAY ZONE" in white letters at least 3 inches tall with a one-half inch stroke, at intervals not exceeding 50 feet. If no curb is provided, a red stripe a minimum of 6 inches wide shall be painted on the pavement and be conspicuously and legibly marked with the warning "FIRE LANE—TOW AWAY ZONE" in white letters at least 3 inches tall with a one-half inch stroke, at intervals not exceeding 50 feet.

8. It is unlawful for any person, without lawful authority, to remove any signs designating a fire lane. It shall be unlawful for any person to place, maintain or display any unauthorized fire lane, or use the color red for the marking of a no parking zone that purports to be, imitates or resembles official signage or marking of a fire lane.

9.52.180.11 Figure D103.6 Fire Lane Signs, Amended.

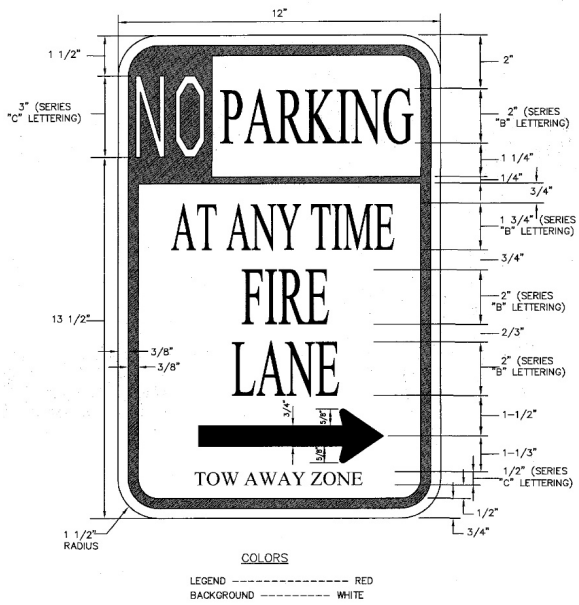


FIGURE D103.6 FIRE LANE SIGNS



Figure D103.6 Fire Lane Signs





See Title 19-Subdivision and Development Plats, Article 2, Subdivision Standards

9.52.180.12 Section D103.6.1 Roads 20 to 2~~6~~8 feet in width, Amended.

D103.6.1 Roads up to 2~~6~~8 feet in width.
~~Fire lane signs as specified in Section D103.6 shall be posted on both sides of fire apparatus access roads more than 20 to 26 feet wide (6096 to 7925 mm).~~Fire apparatus access roads less than or up to 28 feet wide shall be posted on both sides as a fire lane.

9.52.180.13 Section D103.6.2 Roads more than 28 feet in width, Amended.

D103.6.2 Roads more than 2~~8~~6 feet in width.
~~Fire lane signs as specified in Section D103.6 shall be posted on one side of fire apparatus access roads more than 26 feet wide (7925 mm) and less than 32 feet wide (9754 mm).~~Fire apparatus access roads more than 28 feet wide and less than 36 feet wide shall be posted on one side of the road as a fire lane.

9.52.180.14 Section D103.6.3 Responsibility, Added.

D103.6.3 Responsibility.
The owner or his representative of a building which is adjacent to the fire lane shall be responsible for maintaining the fire lane and ensuring that the fire lane free is clear of obstructions. It is unlawful to park any vehicle other than an authorized emergency vehicle in any fire lane. Unauthorized vehicles parked in designated fire lanes that block fire department or other emergency vehicle access may be towed to a designated storage facility by the authority of the AHJ.

9.52.180.15 Section D103.6.4 Records, Added.

D103.6.4 Records.
The official records of the designation and location of any such fire lanes shall be kept by the AHJ. The AHJ may require the property owner to submit site plans for determining and recording fire lanes on the property.

9.52.180.16 Section D103.7 Enforcement, Added.

D103.7 Enforcement.
The AHJ is empowered to enforce all fire lane violations when a designated fire lane is properly identified by signs, painted curbs, painted pavement, or by combination thereof.

9.52.190 - Appendix E, Hazard Categories, Amended.

International Fire Code, 2021~~2015~~ Edition, Appendix E, Hazard Categories, is hereby ~~ratified and~~ adopted in its entirety.

9.52.200 - Appendix F, Hazard Ranking, Amended.

International Fire Code, 20212015 Edition, Appendix F, Hazard Ranking, is hereby ~~ratified and~~ adopted in its entirety.

9.52.210 - Appendix G, Cryogenic Fluids-Weight and Volume Equivalents, Amended.

International Fire Code, 20212015 Edition, Appendix G, Cryogenic Fluids Weight and Volume Equivalents, is hereby ~~ratified and~~ adopted in its entirety.

9.52.220 - Appendix I, Fire Protection Systems-Noncompliant Conditions, Amended.

International Fire Code, 20212015 Edition, Appendix I, Fire Protection Systems Noncompliant Conditions, is hereby ~~ratified and~~ adopted in its entirety.

9.52.230 – Appendix N, Indoor Trade Show and Exhibitions, adopted.

International Fire Code, 2021 Edition, Appendix N, Indoor Trade Shows and Exhibitions, is hereby adopted in its entirety.

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9.52.240 - APPENDIX O, Fee Schedule, Added.

Appendix O

FEE SCHEDULE

O101 License Fees.

O101.1 The AHJ is authorized to charge a separate fee for each license and permit required by this Fire Code in the amount identified in the adopted budget resolution for the current fiscal year or other appropriately adopted resolution by the City Council. When hourly rates are specified in the budget resolution or other appropriately adopted resolution by the City Council, the minimum charge shall be as specified in the resolution. There shall be no reduction in the hourly rate based on services performed taking less than the full hour.

Within the ordinance, budget resolution, application forms, and adopted IFC and amendments, the term license may be also identified by and interchanged with the term permit.

O101.2 Hazardous Materials.

A. When a license for hazardous materials is required by International Fire Code Section 105.6, as amended by 9.52.030.4 this Chapter, for a facility, the owner or operator of such facility shall pay a license fee as identified in the adopted budget resolution for the current fiscal year or other appropriately adopted resolution by the City Council.

B. Temporary Workplaces: When a hazardous materials license is issued for a facility, such location may have temporary workplaces at locations outside of the facility for which the license was issued, provided that such temporary workplaces are listed on the chemical description sheet

submitted with the license application or on other forms designed by the Fire Department. Licensees shall submit to the El Paso Fire Department any changes in the location of temporary workplaces and receive approval of such changes by the El Paso Fire Department prior to using such temporary workplaces. To qualify as a temporary workplace, the location shall have fewer than twenty-five reportable chemicals and shall be staffed less than twenty hours a week. Additional licenses shall not be required for temporary workplaces.

O102 Re-inspection fees. For any re-inspection required because the facility and/or fire system failed to comply with this Fire Code or because the work was not ready for the inspection as requested; or if the request is for a partial inspection, partial acceptance and/or phase inspection, a fee shall be in an amount identified in the adopted budget resolution for the current fiscal year or other appropriately adopted resolution by the City Council. Inspections conducted by firefighting companies requiring a Fire Inspector follow-up shall be assessed a re-inspection fee in an amount identified in the adopted budget resolution for the current fiscal year or other appropriately adopted resolution by the City Council.

O103 Investigation/Inspection fees. For any investigation or inspection which is not a part of a regular license or permit program, whether during regular duty hours or at a time other than regular duty hours, the fee shall be identified in the adopted budget resolution for the current fiscal year or other appropriately adopted resolution by the City Council. Said fee may be in addition to any other required fees.

O104 Fire Watch/Standby. The AHJ, as defined in the IFC, shall have authority to require a fire-watch, as defined by the section 202 IFC. Fire watch personnel shall be referred to as fire guards, and shall comply with NFPA 601, Standard for Security Services in Fire Loss Prevention. If El Paso Fire Department personnel function as fire guards, whether during regular duty hours or other than regular duty hours, a fee shall be assessed in an amount identified in the adopted budget resolution or other appropriately adopted resolution by the City Council for the current fiscal year. Fire guards shall not be assigned to other duties that will interfere with their fire watch function.

O105 Site Assessments/Non-regulatory Inspections. Inspections that are outside the regulation of the International Fire Code or an ordinance of the City of El Paso, and are not initiated by the El Paso Fire Department, shall be assessed a fee as specified in the adopted budget resolution for the current fiscal year or other appropriately adopted resolution by the City Council. Such inspections include those requested in order to comply with an applicable government regulation, or which are solely for the purpose of consulting or pre-construction guidance. Home fire safety inspections shall be offered without charge.

O106 Commercial Safety Training. Commercial for-profit entities requesting fire safety training to comply with applicable government regulation shall be assessed a fee as specified in the adopted budget resolution or other appropriately adopted resolution by the City Council for the current fiscal year.

O107 Fire Protection Systems. A fee shall be assessed in an amount identified in the adopted budget resolution for the current fiscal year or other appropriately adopted resolution by the City Council for the plan review and a separate fee shall be assessed for all fire protection systems

initial acceptance tests/site inspections exclusive to El Paso Fire Department review. Fire protection systems failing inspection, in whole or in part, shall be assessed a re-inspection fee in an amount identified in the adopted budget resolution for the current fiscal year or other appropriately adopted resolution by the City Council.

O108 Building Permit Fire Finals. Fire final inspections for building permits shall be assessed a fee in an amount identified in the adopted budget resolution for the current fiscal year or other appropriately adopted resolution by the City Council.

O109 Expedited Services Fees. A fee shall be assessed for expedited inspections, customized plan review, and plans reviewed by appointment upon request in an amount identified in the adopted budget resolution for the current fiscal year or other appropriately adopted resolution by the City Council. Such services shall be subject to availability and the approval of the AHJ.

Section 2. Except as expressly herein amended, Title 9 (Health & Safety), of the El Paso City Code shall remain in full force and effect.

(Signatures on the following page)

ADOPTED this _____ day of _____, 2023.

THE CITY OF EL PASO

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Carlos L. Armendariz
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Jonathan Killings, Fire Chief
El Paso Fire Department

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CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Tony De La Cruz, (915) 212-1589

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance amending Title 18 (Building and Construction), Chapter 18.02 (Administrative Code), Chapter 18.08 (Building Code), Chapter 18.10 (Residential Code), Chapter 18.12 (Mechanical Code), Chapter 18.16 (Electrical Code), Chapter 18.20 (Plumbing Code), Chapter 18.24 (Gas Code), Chapter 18.28 (Existing Building Code), Chapter 18.30 (Pool and Spa Code), Chapter 18.50 (Property Maintenance Code), Chapter 18.60 (Flood Damage Prevention Code), Chapter 18.70 (Energy Conservation Code), adopting the 2021 International Building Code, and adopting appropriate local amendments, the penalty being as provided in 18.02.115 of the El Paso City Code.

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: June 20, 2023
PUBLIC HEARING DATE: July 5, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Tony De La Cruz, (915) 212-1589

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.1 Provide business friendly permitting and inspection process
3.2 Set one standard for infrastructure across the city

SUBJECT:
An Ordinance Amending Title 18 (Building and Construction), Chapter 18.02 (Administrative Code), Chapter 18.08 (Building Code), Chapter 18.10 (Residential Code), Chapter 18.12 (Mechanical Code), Chapter 18.16 (Electrical Code), Chapter 18.20 (Plumbing Code), Chapter 18.24 (Gas Code), Chapter 18.28 (Existing Building Code), Chapter 18.30 (Pool and Spa Code), Chapter 18.50 (Property Maintenance Code), Chapter 18.60 (Flood Damage Prevention Code), Chapter 18.70 (Energy Conservation Code), adopting the 2021 International Building Code, and adopting appropriate local amendments, the penalty being as provided in 18.02.115 of the El Paso City Code.

BACKGROUND / DISCUSSION:
This item is amending El Paso City Code Title 18 (Building and Construction) by adopting the 2021 International Building Code with appropriate local amendments. Since 2000, the City of El Paso has adopted the latest building codes every six years, which is a best practice. The adoption of updated building codes will maintain El Paso's building safety standing among the largest Texas cities. Multiple meetings and outreach efforts were conducted with the building community to address concerns and comments.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Planning & Inspections, Building Permits Division
SECONDARY DEPARTMENT: N/A

*********************REQUIRED AUTHORIZATION**********************

DEPARTMENT HEAD: Philip Etiwe

Revised 04/09/2021

ORDINANCE NO.

AN ORDINANCE AMENDING TITLE 18 (BUILDING AND CONSTRUCTION), CHAPTER 18.02 (ADMINISTRATIVE CODE), CHAPTER 18.08 (BUILDING CODE), CHAPTER 18.10 (RESIDENTIAL CODE), CHAPTER 18.12 (MECHANICAL CODE), CHAPTER 18.16 (ELECTRICAL CODE), CHAPTER 18.20 (PLUMBING CODE), CHAPTER 18.24 (GAS CODE), CHAPTER 18.28 (EXISTING BUILDING CODE), CHAPTER 18.30 (POOL AND SPA CODE), CHAPTER 18.50 (PROPERTY MAINTENANCE CODE), CHAPTER 18.60 (FLOOD DAMAGE PREVENTION CODE), CHAPTER 18.70 (ENERGY CONSERVATION CODE), ADOPTING THE 2021 INTERNATIONAL BUILDING CODE, AND ADOPTING APPROPRIATE LOCAL AMENDMENTS, THE PENALTY BEING AS PROVIDED IN 18.02.115 OF THE EL PASO CITY CODE.

WHEREAS, the Building Official for the City Of El Paso has reviewed and favorably recommend the adoption of the 2021 International Building Codes; together with the appropriate local amendments for the City Of El Paso; and

WHEREAS, the City Council has deemed the propose local amendments appropriate for the City Of El Paso;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

SECTION 1. That Title 18 (Building and Construction, Chapter 18.02 (Administrative Code) is hereby amended as follows:

Chapter 18.02 - BUILDING AND CONSTRUCTION ADMINISTRATIVE CODE[1]

18.02.101 - TITLE AND SCOPE

18.02.101.1 - Title.

The provisions of this chapter shall constitute and be known and be cited as the "Building and Construction Administrative Code" hereinafter referred to as "this Code" of the City of El Paso.

18.02.101.2 - Purpose.

The purpose of this Code is to provide for the administration and enforcement of the following technical codes adopted by the City, as amended:

Chapter 18.08, Building Code.
Chapter 18.10, Residential Building Code.
Chapter 18.12, Mechanical Code.
Chapter 18.16, Electrical Code.
Chapter 18.18, Outdoor Lighting Code.
Chapter 18.20, Plumbing Code.
Chapter 18.21, Private Sewage Disposal Code.
Chapter 18.24, Gas Code.
Chapter 18.28, Existing Building Code.
Chapter 18.30, Swimming Pool & Spa Code.
Chapter 18.40, Vacant Building Code.
Chapter 18.44, Grading.
Chapter 18.46, Landscape Code.
Chapter 18.47, Irrigation Code.
Chapter 18.50, Property Maintenance Code.
Chapter 18.60, Flood Damage Prevention.
Chapter 18.70, Energy Conservation Code.
Chapter 18.80, Alternative Energy Conservation Code – Deleted in its entirety.

The provisions of this Code and the technical codes shall govern all construction and installations, regardless of the trade areas concerned or of the type or class of permit under which the work is performed.

18.02.101.3 - Interpretation.

Where, in any specific case, different sections of this Code, or of the technical codes, or other codes mentioned herein, specify different materials, methods of construction or other requirements, the most restrictive shall govern.

Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

Where there are any conflicting provisions between this Code and the International Building Code and/or International Residential Code, 2021 Edition, Chapter 1, Scope and Administration, this Code shall prevail.

All references as may be used in state or other applicable law, and in the ordinances and technical codes of the city, to the plumbing official, mechanical official, gas official, code official, or the authority having jurisdiction, shall mean the building official.

All references within the technical codes to the building department or the department of building safety shall mean the building permits and inspections division or the code compliance division of departments of the city as provided by ordinance, as applicable, or as designated by the city manager. All references in this chapter to the department, when relating to the duties of the department, shall mean the building permits and inspections division or the code compliance division, as applicable, or as designated by the city manager.

18.02.101.4 - Referenced standards.

Standards referenced in the technical codes shall be considered an integral part of the codes without separate adoption. If specific portions of a standard are denoted by Code text, only those portions of the standard shall be enforced. Where Code provisions conflict with a standard, the

Code provisions shall be enforced. Permissive and advisory provisions in a standard shall not be constructed as mandatory.

18.02.101.5 - Code remedial.

This Code is declared to be remedial, and shall be construed to secure the beneficial interests and purposes thereof, which are public safety, health, and general welfare, through structural strength, stability, sanitation, adequate light and ventilation, and safety to life and property from fire and other hazards attributed to the built environment including alteration, repair, removal, demolition, use and occupancy of buildings, structures, or premises, and by regulating the installation and maintenance of all electrical, gas, mechanical and plumbing systems, which may be referred to as service systems.

18.02.101.6 - Quality control.

Quality control of materials and workmanship is not within the purview of this Code except as it relates to the purposes stated herein or the requirements of the technical codes.

18.02.101.7 - Permitting and inspection.

The inspection or permitting of any building, structure, system or plan by any jurisdiction, under the requirements of this Code, shall not be construed in any court as a warranty of the physical condition of such building, system or plan or their adequacy. No jurisdiction nor any employee thereof shall be liable in tort for damages for any defect or hazardous or illegal condition or inadequacy in such building, system or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting.

18.02.102 - DEFINITIONS

Unless otherwise expressly stated, the following words and terms shall have the meanings as shown in this Code. In addition, definitions located in the technical codes are hereby incorporated into this Code.

1. Building, existing: building constructed prior to the adoption of the Building Code for which a legal certificate of occupancy has not been issued. A building subject to the Existing Building Code.
2. Building Official: The official appointed pursuant to Section 18.02.103.1 of this Code who is charged with the administration and enforcement of the codes enumerated in Section 18.02.101.2 above.
3. Expedited plan review The expedited plan review process may be used to expedite the review of commercial construction documents for new construction projects, major additions to existing facilities and for complex projects upon payment of the established fee.
4. Home improvement: The repair, replacement, remodeling, alteration, conversion, modernization, or addition to any existing building or any portion or system thereof which is used or designed to be used as a dwelling unit, including construction, replacement or improvement of porches, garages, carports, roofs, fences, rockwalls and swimming pools.

5. Master permit: All new construction shall require a building permit that shall serve as the master permit and all other required permits (electrical, mechanical, plumbing, fire, and/or irrigation permits) shall be obtained separately and attached to the master permit. For new construction, master permits must be obtained prior to any other required permits.
6. Separate subcontractor permit: Are permits issued for disciplines such as electrical, mechanical, plumbing, fire, and/or irrigation. Separate subcontractor permits are issued separately and may be used as stand-alone permits or may be attached to a master permit for new construction.
7. Permittee: The governmental entity, utility company, contractor, person or business entity that has received a permit pursuant to this chapter.
8. Tenant improvement: Work performed by or on behalf of a tenant in a completed building, or shell, or space within a building that has previously received a certificate of occupancy or certificate of completion.
9. Shell I structure: A shell I structure shall consist of foundation, exterior walls, roofing along with underground MEP systems only.
10. Shell II structure: A shell II structure may have interior walls as well as partial interior MEP systems however, remain incomplete until a tenant improvement completes the structure for occupancy.

18.02.103 - POWERS AND DUTIES OF THE BUILDING OFFICIAL

18.02.103.1 - Building official.

The building official shall be designated by the city manager and shall obtain valid building official certification from the International Code Council or other recognized certification program as required by the approved job specifications for the position.

18.02.103.2 - Administration and enforcement.

The building official shall be responsible for enforcing the provisions of this Code and of the technical codes and is authorized to render interpretations of those codes that are consistent with their spirit and purpose. The building official is further authorized to designate employees of the building permits and inspections division and code compliance division to perform these duties.

18.02.103.3 - Deputy building officials.

The building official may designate city employees to be known as deputy building officials under either the building permits and inspections division or the code compliance division for purposes of carrying out authority and delegation with respect to all matters under this Code and the technical codes.

Employees designated to be known as deputy building officials shall have a valid building official certification from the International Code Council or other recognized certification program at the time of appointment and shall have the powers as delegated by the building official. Final authority for interpretation of the codes enumerated in Section 18.02.101.2 shall rest with the building official.

To the extent that provisions in the technical codes regarding the designation or appointment of deputy building officials may be contrary to the provision in this section, this section shall control.

18.02.103.4 - Chief inspector qualifications.

Chief Inspectors in the building permits and inspection division and the code compliance division shall obtain valid building official certification from the International Code Council or other recognized certification program as required by the approved job specifications for the position.

18.02.103.5 - Inspector qualifications.

Inspectors in the building permits and inspections division and the code compliance division shall obtain valid inspector certification from the International Code Council or other recognized certification program as required by the approved job specifications for the position.

18.02.103.6 - Right of entry.

Whenever necessary to make an inspection to enforce any of the provisions of this Code and of the technical codes, or whenever the Building Official has reasonable cause to believe that there exists in any building or upon any premises any condition or code violation which makes such building, structure, premises, electrical, gas, mechanical or plumbing systems unsafe, dangerous or hazardous, the building official may enter such building, structure or premises at all reasonable times to inspect the same or to perform any duty imposed upon the building official by this Code or the technical codes; provided, that if such building or premises is occupied, he shall first present proper credentials and request entry. If such building, structure or premises is unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of such and request entry. If entry is refused, the building official shall have recourse to every remedy provided by law to secure entry.

18.02.103.7 - Inspection warrant.

When the building official shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building, structure or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the building official for the purpose of inspection and examination pursuant to this Code or the technical codes.

18.02.103.8 - Tests.

The building official may require tests or test reports as proof of compliance with any provision of this Code or of the technical codes. Required tests are to be made at the expense of the owner, or his agent, by an approved testing laboratory or other approved agency.

18.02.104 - CONTRACTORS AND LICENSING

18.02.104.1 - Contractors' responsibilities.

It shall be the duty of every contractor who shall make contracts for the construction, installation or repair of buildings, structures, or fire protection, electrical, gas, mechanical or

plumbing systems, for which a permit is required, to conform to the requirements of this Code and the technical codes and with all other federal and state regulations.

18.02.104.2 - Contractor registration.

Persons, firms, partnerships or corporations doing business as contractors shall file an annual registration application with the department to be eligible to apply for and obtain permits. The established registration fee shall accompany such application. Pursuant to the State Occupations Codes, plumbing, electrical and mechanical contractors shall be exempt from the registration fee .

Plumbing, electrical and mechanical contractors shall provide copies of the bond and general liability insurance policies, to include exemptions and/or restrictions associated with such policies.

18.02.104.3 - Registration application.

The application shall require such information as determined reasonably necessary by the building official and shall include the following:

1. Company or business name, as well as all company names used for the last five years.
2. Company or business address and phone number, as well as all previous business addresses for last five years.
3. Number of years the company has been in operation.
4. Principal owner of company.
5. Name of company operator or manager.
6. Full name, date of birth, residence address, residence phone number, position with the company, and current e-mail of the person completing the application.
7. A list of individuals authorized to obtain permits on behalf of the company and what documentation each will show to verify authorization when obtaining permits on behalf of the company, such as a Driver's License Number or other identification card number.

18.02.104.4 - Disclosures.

The registration application shall include disclosure of the following information:

Whether the principal owner or operator has filed an assumed name certificate with El Paso County. If so, a copy of such shall be attached.

Whether there are any restrictions and/or exceptions imposed on the company’s bond or general liability coverage.

18.02.104.5 - Acknowledgements.

The registration application shall be signed by the principal owner or operator of the company and shall include a statement acknowledging the following:

1. That the company and the persons involved understand that they have a duty to comply with this Code and the technical codes.

2. That to be eligible to obtain permits from the city, they must annually file the registration application required by this section.
3. That all statements made in the registration application and submittal attachments are true and correct.

18.02.104.6 - Licenses required.

No individual, firm or corporation shall construct, install, maintain or repair any air conditioning, cooling, refrigeration or heating equipment, electrical equipment, plumbing, gas equipment, residential water treatment equipment, fire protection systems, or irrigation systems for which a permit is required, nor contract to do so, without being a holder of a proper license for the appropriate class of work being done as required by the State of Texas and this Code as listed herein. No individual, firm or corporation shall employ or otherwise cause any person who does not hold an appropriate license to engage in such activities for which a license is required.

1. Mechanical contractors. No person, firm or corporation shall install, maintain or repair any air conditioning, cooling, refrigeration or heating equipment, nor contract to do so, without being a holder of a proper license for the appropriate class of work being done as required by the Texas Department of Licensing and Regulation and this Code; nor shall any person, firm or corporation employ or otherwise cause any person who does not hold an appropriate license to engage in such activities for which a license is required.
2. Electrical contractors. No person or entity shall engage in electrical contracting or hold themselves out to be able to engage in electrical contracting without being the holder of a master electrician's license or the registered employer of a full-time employee who is a master electrician. Electrical work shall be performed under the control, supervision, direction and responsibility of a master electrician.
3. Plumbing contractors. No person or entity shall engage in plumbing contracting or hold themselves or itself out to be able to engage in plumbing contracting without being the holder of a master plumbing license or the registered employer of a full-time employee who is a master plumber.
4. Plumbing and gas installations, including water treatment equipment, shall be performed under the control, supervision, direction and responsibility of a master plumber and certified residential water treatment operator, respectively.
5. Irrigation systems shall be performed under the control, supervision, direction and responsibility of a master plumber or licensed irrigator.

Fire Protection.

6. Each person or organization, before engaging in business as an independent fire protection system contractor must obtain a certificate of registration from the Texas Department of Insurance (Texas State Fire Marshal's Office). A registered firm may not subcontract with an unregistered firm to allow the unregistered firm as an independent contractor to perform any act of a fire protection system contractor.
7. An individual or organization may not engage in the business of planning, certifying, leasing, selling, installing, servicing, monitoring, or maintaining:
    a. Any fire alarm, or fire detection devices, or systems;

b. Portable fire extinguishers;

c. Fixed fire extinguisher systems;

d. Fire protection sprinkler systems, and

e. Any other type of fire protection system; unless the individual or organization holds a registration certificate issued by the Texas Department of Insurance (Texas State Fire Marshal's Office).

8. Medical Gas installations shall be performed by a master plumber with state medical gas endorsement.

18.02.104.7 - Bonds required.

It shall be the duty of every contractor, owner, firm, partnership, corporation, and builder who shall make contracts to construct, install, maintain or repair buildings, structures or systems for which a permit is required, and every contractor, owner, or builder making such contracts and subletting the same, or any part thereof, to have on file with the city, a bond in the sum of fifty thousand dollars executed in a form prescribed and approved by the city attorney. This section shall apply to plumbing, mechanical, electrical, irrigation and fire contractors acting as general contractors, whether or not state law requires a bond for their particular discipline.

Exceptions:

1. The following type of work shall require a bond in the sum of ten thousand dollars executed in the form prescribed and approved by the city attorney:

    a. Irrigation installations.

    b. Site lighting and landscape installations.

    c. Temporary structure placement.

    d. Mobile placement permits.

    e. Temporary sign placements.

    f. Tents in excess of two hundred square feet.

    g. Fences.

    h. Pavement and curb cut excavation.

    However, the building official shall have the authority to require a bond in the amount of twenty-five thousand dollars if the subject work exceeds ten thousand dollars in valuation.

2. The following type of work shall not require a bond:

    a. Residential property owners doing all the construction work or who will be hiring workers without employing a licensed contractor to perform the construction work on the residence they claim as their homestead.

    b. Federal, state, county and city agencies and departments performing building work on their facilities and using only their employees to perform the construction work.

c. Commercial building and facilities owners, agents or lessees requesting permits for change of occupancy permits or minor nonstructural remodeling work which does not affect means of egress, such as nonload bearing partitions within tenant spaces and whose cost does not exceed five thousand dollars.

18.02.104.8 - Bond requirements.

1. No permit shall be issued under this chapter to any person, firm, or corporation applying for a permit until such applicant has filed with the city, the required bond signed by a surety company authorized to do business in Texas. The city and the person for whom the work is to be done shall be named as co-obligees under such bond. The bond shall provide that the principal and its agents, employees, and subcontractors shall comply with all provisions of this Code and the technical codes and that the principal shall pay damages which are sustained by the city or by the person for whom the work is done and that are caused by failure of the principal, its agents, employees or subcontractors to comply with the provisions of this Code and the technical codes, and that the principal shall indemnify the city against all claims arising out of such failure to comply. Bonds shall be issued and maintained for the time period from the issuance of the permit through one year after the date of completion of the work for which the bond was required. The surety shall be acceptable to the city as to solvency; and if the city becomes dissatisfied that the surety is solvent, a new bond may be required. In addition, the surety shall be required to notify the city within thirty days of any termination or cancellation of the bond or any claims paid which reduce the liability under the bond.
2. Permit applicants who have provided a bond to the city in the amount required, for a permit pursuant to the requirements of a chapter of the City Code other than this chapter, that meets all of the requirements established in this chapter, shall not be required to obtain an additional bond but are required to provide a copy of such bond, provided that such bond specifically includes coverage for the permit or permits issued pursuant to this chapter. Permittees who have multiple permits issued pursuant to this chapter are required to provide only one current valid bond for all such permits but may be required to provide a copy of the current bond with each application for a permit.
3. Contractors under contract with a government agency shall provide the bond required in this section. No bond is required when all of the work performed pursuant to a permit issued under this chapter to a government agency is performed entirely by the employees of that government agency.

18.02.104.9 - Insurance required.

No contractor, owner, firm, partnership, corporation, or builder bonded or required to be bonded under Section 18.02.104.7 shall apply for a permit until the applicant presents evidence satisfactory to the building official that the applicant meets the minimum insurance requirements stated herein. Homestead permits for new construction is not exempt from obtaining required insurance.

Exceptions: Apartment complexes, hospitals, school districts, retirement communities and other facilities approved by the building official, using only their own employees to perform all of the permitted construction work only on property which they own, subject to

the approval of the building official.

18.02.104.10 - Insurance requirements.

The applicant shall procure and shall maintain during the term of the permit such commercial general liability, property damage liability and vehicle liability insurance, naming the permittee and any subcontractor performing work associated with the permit as insured, co-insured or additional insured for claims for damages for personal injury, including accidental death, as well as from claims for property damage that may arise from work associated with the permit.

1. Minimum limits of liability and coverage shall be two hundred fifty thousand dollars for bodily injury liability, including death, for each person, and five hundred thousand dollars in the aggregate, and one hundred thousand dollars for property damage for each occurrence, and one hundred thousand dollars in the aggregate. Permit applicants that are governmental entities may comply with the insurance requirements of this section by providing certification that they are self-insured.
2. Such insurance shall be written by an accredited insurance company under the supervision of the Board of Insurance Commissioners of the State of Texas. Evidence of compliance with these insurance requirements shall be considered as having been met when copy of the insurance policy or a certificate of insurance has been filed with and approved by the building official. Such policy shall include an endorsement that the city is named as an additional insured to the full amount of the policy limits and that building official shall be notified at least thirty days in advance in the event the policy or policies are canceled and ten days in advance for cancelation due to non-payment of policy premiums. The certificate of insurance shall recite or attach such endorsement for additional insured and the notice requirements. The permittee shall maintain said insurance with a solvent insurance company authorized to do business in Texas. The policy shall provide that the insurer will defend against all claims and lawsuits which arise and will pay any final judgment of a court of competent jurisdiction against the city, its officers, agents, servants or employees and permittee, his officers, agents, servants or employees. Failure to keep the policy in full force and effect throughout the term of the permit shall be grounds for cancellation of the permit.
3. Permit applicants who have provided certificates of insurance to the city pursuant to the requirements of a chapter of the City Code other than this chapter, that meet all of the requirements established in this chapter, shall not be required to obtain additional insurance but are required to provide such certificates of insurance showing present coverage as required in this chapter.
4. Governmental agencies: Permits shall be required in connection with all city (including but not limited to El Paso Public Service Board/El Paso Water Utilities), county, state, or federal public works projects provided that no initial permit fee shall be required for such projects. When work is performed by the employees of a governmental agency, the insurance requirements of this section may be met by providing certification that the governmental agency obtaining the permit is self-insured. Work performed by those contracting with a governmental agency shall provide the insurance required herein. Permits issued for homeowner/homesteads need to provide insurance for new construction

only.

18.02.104.11 - Identification of vehicles.

Every person engaging in business for which a license is required under Section 18.02.108.4 shall mark all vehicles used in the conduct of such business, with the name under which such business is conducted and the license number. The same name and number shall be used for all vehicles of such person or entity. The markings shall be as follows:

1. Permanent signs only (not magnetic or removable).
2. Letters and numbers at least two inches high.
3. A color of sufficient contrast to the vehicle color so as to be plainly legible.
4. Marked on both sides of vehicle.

18.02.105 - PERMITS

18.02.105.1 - Permit application.

Any owner, authorized agent or contractor who desires to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect or construct a sign, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical, plumbing or fire protection systems, or board and secure a vacant premises, where the work is regulated by the technical codes or the fire code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit for the work. No permit required under this Code or the technical codes shall be issued until the proper application, on a form approved by the building official, accompanied by all required documents, has been filed with the department and the established fee has been paid.

Exception:

1. The County of El Paso, the State of Texas, and the United States Government and other governmental entities that are, as a matter of law, are exempt from having to obtain a permit, provided, that only such construction as is owned, operated and maintained by such governmental agencies.

18.02.105.3 - Master permits.

For all new construction, a master permit must be obtained/issued prior to the issuance of any separate subcontractor permits for any electrical, mechanical, plumbing, fire and/or irrigation permits.

18.02.105.4 - Separate subcontractor permits.

Separate subcontractor permits are required for building, gas, plumbing, mechanical, electrical, irrigation, and fire protection work.

18.02.105.5 - Permits required for every building.

Permits shall be required for every building, structure, or service system. This includes every separate building or structure regardless of the number of buildings or structures located on

the same site or lot and regardless of the ownership of such buildings, structures or service systems. For projects where there are multiple buildings of similar nature on a single parcel, such as apartment complexes or storage units, the master building permit fee shall be calculated as if the project were a single building.

Exceptions:

For one- or two-family dwellings; fences may be permitted under the same permit as the principal building or structure provided such fences are located on the same site or lot and are under the same ownership as the principal building or structure.

1. All portions of the same building, structure or service system created by dividing one building, structure, or service system by fire walls shall be permitted under the same permit provided all such portions thus created are located on the same site or lot and are under the same ownership, and are intended for construction under the same schedules.
2. The building official may allow construction of minor, related work of the same type under one permit for more than one building, structure, or service system when located on the same site or lot and under the same ownership.
3. In the case of City Annual Permits, the building official may allow for the use of a single permit to be issued to a City Department that will apply to all buildings, structures, or service systems under their control that are owned or operated by the City of El Paso.

18.02.105.6 - Information required.

Each application for a permit, with the required established fee, shall be filed with the building official on a form furnished for that purpose, and shall contain a general description of the proposed work and its location. The application shall be signed by the owner or his authorized agent. The building permit application shall indicate the proposed occupancy of all parts of the building and of that portion of the site or lot, if any, not covered by the building or structure, and shall contain such other information as may be required by the building official.

18.02.105.7 - Drawings and specifications.

Drawings, specifications, engineering calculations, diagrams, soil investigation reports, special inspection and structural observation programs, and other data as required by the building official, shall be submitted in a digital form compatible with the city's system, with each application for permit. Paper submittals of full plan sets for new construction shall be assessed the established fee for conversion of paper documents to digital format. The construction documents shall be prepared, signed and sealed by a registered design professional where required by state law and this Code. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional. At any time prior to issuance of a master building permit, all construction documents submitted to the department may be expedited to reduce the review time. Such requests must be submitted in writing to the building official.

Exception: The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this Code.

18.02.105.8 - Additional data.

A. The building official may require details, computations, stress diagrams, and other data necessary to describe the construction or installation and the basis of calculations. All drawings, specifications and accompanying data required by the building official to be prepared by an architect or engineer shall be affixed with their signature and official seal.

B. Title sheet. Construction documents shall contain a title sheet(s) indicating the name, address, and phone numbers of project owner(s), design professionals, and contractors (if known). The title sheet shall also contain information regarding the Code review as performed by the design professional, including the size of the building, type of construction, and type(s) of occupancy, building area, and height modifications (if any), fire sprinklers (if any), deferred items (if any), and other information as directed by the building official.

C. A Pre-Submission Conference will be required for projects receiving city assistance. Applicants with projects receiving funds of any kind or tax incentives will be required to attend a pre-submission conference with appropriate project staff to explain proposed development and receive instruction/requirements to expedite the review and permitting of their projects. The conference will be scheduled and conducted in advance of any plan submittals to the city.

18.02.105.9 - Design professional.

The architect or engineer who prepares construction documents shall have full responsibility for complying with Texas Occupations Code, Chapter 1001 (Engineers) or Chapter 1051 (Architects), as applicable, and shall affix his official seal to said drawings, specifications and accompanying data for the following:

1. For new construction, additions, expansions or for changes in occupancy or use of:

   A. All Group A, B, E, F, H, I, and M occupancies;

   B. Buildings and structures three stories or more high;

   C. All buildings and structures, five thousand square feet or more in area, excluding group R-3 occupancies.

2. For tenant improvements, alterations, repair, or rehabilitation, including changes of occupancy, of:

   A. All Group A, E, F, H, and I, occupancies where the affected area exceeds one thousand square feet or the proposed work involves or affects structural elements, fire-resistive elements or fire exits;

   B. All Group B, and M occupancies where the affected area exceeds three thousand square feet meeting the requirements for a single exit and not exceeding more than 29 occupants, or the proposed work involves or affects structural elements, fire-resistive elements or fire exits;

   C. All other buildings and structures three stories or more high.

For all other buildings and structures, the submittal shall bear the certification of the applicant that some specific state law exception permits its preparation by a person not so

registered.

Every application for a permit to do electrical work on residential premises over five thousand square feet in living area shall be accompanied by drawings and electrical load calculations. Such drawings and electrical load calculations shall be signed by a master electrician, unless they bear the signature and seal of an electrical engineer.

18.02.105.10 - Application submission.

Plumbing, electrical, mechanical and special building (including roofing) permit applications which are not required to be accompanied by plans shall be submitted and paid for in the department.

18.02.105.11 - Examination of documents/plan review.

The building official shall examine or cause to be examined each application for a permit and the accompanying documents, consisting of drawings, specifications, computations and additional data, and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of the technical codes and all other pertinent laws or ordinances.

18.02.105.12 - Issuing permits.

The building official shall act upon an application for a permit without unreasonable or unnecessary delay. If the building official is satisfied that the work described in an application for a permit and the contract documents filed therewith conform to the requirements of the technical codes and other pertinent laws and ordinances, and all required established fees have been paid, he shall issue a permit to the applicant.

18.02.105.13 - "One call" system notification.

When a permit is requested by an applicant under this Code, and excavation or digging is involved, the building official shall require that a "one call" service be contacted by the permit applicant. The applicant shall be responsible for making the "one call" and no duty is expressed or implied on the part of the city to verify that such "one call" has been made by the applicant. However, the building official shall require confirmation, in a manner which he believes to be appropriate, that such a "one call" has been made by the applicant. A permit shall be denied for failure to contact a "one call" service or provide confirmation that such "one call" service has been contacted by the applicant when the building official requires that a "one call" service be contacted.

18.02.105.14 - Application referral to city departments for approval—Permits not issued for work in violation of ordinances.

A. Application for permit for the construction, alteration or repair of buildings or structures shall be subject to the requirements of all applicable ordinances, laws and regulations, including but not limited to, the requirements for acceptance of subdivision improvements, as well as drainage approval where a subdivision plat is not required. Applications involving more than one acre of land shall require stormwater pollution prevention (SWPP) permit. Applications for properties located in the floodplain shall also be subject to FEMA regulations. The city manager or designee shall promptly approve, disapprove or conditionally approve the

application as to its compliance with all applicable ordinances, laws and regulations; and no permit shall be issued until the application is so approved.

B. A permit shall not be issued for any work which would involve a violation of the zoning ordinance or any other law or ordinance, and any permit so issued shall be void.

C. The approval, disapproval or conditional approval of a permit required by this Code shall be based on the orders, regulations, ordinances or other duly adopted requirements in effect at the time the application for the permit is filed. When a series of permits is required for the development of a project, the applicant, by providing verification of the orders, regulations, ordinances or other duly adopted requirements in effect at the time the original application was filed for the first permit in that series, shall be entitled to develop that project based on those orders, regulations, ordinances or other duly adopted requirements.

D. No permit shall be issued until all required and/or applicable impact fees have been paid and any permit so issued shall be void.

18.02.105.15 - Prerequisite to issuance of permits.

A. Unconditional permits. An unconditional master building permit shall be issued for a lot within a subdivision, or a lot within an approved phase of a subdivision when the subdivision plat required by Title 19 (Subdivisions) of this Code has been recorded and the subdivision improvements required by the subdivision plat or accompanying subdivision improvement plans, have been constructed, completed, and if the improvements are public improvements, accepted for maintenance by the city.

B. Conditional permits. If the subdivision improvements required under Title 19 (Subdivisions), have not been constructed, completed, and if the improvements are public improvements, accepted by the city for maintenance, then the building official may issue conditional master building permits for lots within the subdivision or lots within an approved phase of the subdivision provided the following requirements are complied with:

1. The developer provides financial security in accordance with Section 19.08.040 of the City Code for completion of the subdivision improvements; and
2. Fully charged fire hydrants are installed within the subdivision or the approved phase of the subdivision; and
3. Drivable surface, acceptable to the fire code official and the building official in accordance with applicable ordinances, has been constructed within the subdivision or the approved phase of the subdivision.

18.02.105.16 - Authorization to proceed with construction.

The building official may issue to a contractor duly registered with the department an authorization to proceed with construction without a master building permit subject to the following conditions:

1. Application for the master building permit has been submitted to the building official, and
2. All required drawings for all aspects of the work have been submitted to the building official for review; and,

3. After, the first review cycle and no conflicts or violations with Title 19 and 20 of the City Code are determined; and,
4. Either the owner or lessee of the building or structure, as applicant, has in the form and manner required by the building official, provided a statement that the applicant understands and agrees that the project is proceeding at the applicant's sole risk and that all requirements of this Code necessary to obtain the master building permit have been accomplished.

The work commenced under an authorization to proceed with construction shall not progress beyond the first required inspection for any type of permit sought until the permit is issued. No inspection shall be granted until the permit is issued, unless authorized by the building official.

18.02.105.17 - Affidavits.

The building official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and if accompanied by drawings showing the structural design, a statement that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. The building official may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit copies of inspection reports as inspections are performed and upon completion of the structure, electrical, gas, mechanical or plumbing systems a certification that the structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the requirements of the technical codes. When, under this section, the building official relies upon such affidavit, the architect or engineer shall agree, as provided in the affidavit required in this section, to accept full responsibility for the compliance of the design documents with all provisions of the technical codes and other pertinent laws or ordinances.

18.02.105.18 - Permit issued on basis of an affidavit.

Whenever a permit is issued in reliance upon an affidavit submitted under Section 18.02.105.17, or whenever the work to be covered by a permit involves installation under conditions which, in the opinion of the building official, are hazardous or complex, the building official shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations be responsible for conformity with the permit, and upon completion make and file with the building official written affidavit that the work has been done in conformity with the reviewed plans and with the provisions of the technical codes. In the event such architect or engineer is not available, the owner shall employ in his stead another architect or engineer licensed by the State of Texas.

18.02.105.19 - Plans.

When the building official issues a permit, he shall endorse in writing or by stamp, both sets of plans "THESE PLANS HAVE BEEN REVIEWED FOR GENERAL CONFORMITY WITH ALL PERTINENT CODES AND ORDINANCES." One set of drawings so reviewed shall be retained by the building official and the other set shall be returned to the applicant. The permitted

drawings shall be kept at the site of work and shall be open to inspection by the building official or his authorized representative. The printing of approved electronic plan sets for use by the contractor shall be the responsibility of the permit applicant.

18.02.105.20 - Conditions of permits.

A permit issued shall be construed as authority to proceed with the work and not as authority to violate, cancel, alter, or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the building official from thereafter requiring a correction of errors in plans, construction, or violations of this Code or the technical codes.

18.02.105.20.1 - Construction work hours.

A permit issued shall be construed as authority to proceed with the work from Monday through Saturday from 6:00 a.m. to 10:00 p.m. (the "established construction hours"). No work, including but not limited to new construction, repair, remodeling or grading of any kind shall be conducted outside the established construction hours or on legal holidays or Sundays unless the property owner or his authorized agent has paid the established fee and obtained an after-hours construction/grading permit.

18.02.105.20.2 - After hours construction/grading permit.

An application for after hours construction permit shall be granted by the permit official upon a showing of urgent necessity, or upon a showing that the public interest will be served by issuance of the permit, or upon a showing that the public peace and quiet will not be reasonably disturbed, provided the following requirements are met:

A. The application shall provide a written rationale detailing the reason for the request.

B. The application shall be filed seven days prior to the start date for after hours construction.

C. The permit holder shall agree to provide a completed notification form as provided by the Permit Official to persons occupying property within three hundred feet of the construction site.

D. Notification shall also be posted on the construction site and shall indicate a contact name and phone number of the property owner or his authorized agent.

E. The permit official shall have the authority to revoke the permit if reasonable accommodations are not made to minimize neighborhood or resident disruption.

18.02.105.20.3 - Emergency condition.

Certain events or circumstances may occur or arise that require a property owner or his authorized agent to take immediate action outside the established construction hours to address imminent public safety concerns, or to protect the integrity of a construction site. Under such or similar exigencies, the property owner or his authorized agent may use commercially reasonable efforts to immediately address the emergency or protect the construction site and shall notify the permit official, pay the established fee and obtain an after hours construction permit as soon as reasonably practicable thereafter.

(Ord. No. 18004, § 1, 4-30-2013)

18.02.105.20.4 - Duration of permit.

An approved after hours construction/grading permit shall be valid for the duration of time specified on the application, not to exceed one year. A permit holder may request one permit renewal upon payment of the established fee.

18.02.105.21 - Nontransferable.

Permits issued under this chapter shall be personal to the permittee, and shall not be assigned or transferred to any other person, firm, builder, owner or contractor. A registered contractor may not obtain a permit on behalf of an unregistered contractor.

18.02.105.22 - Placement of permit.

The permit holder, prior to starting construction and until the final inspection of the work, shall post the permit, in a conspicuous place at the address where the permit work is authorized. In addition, the permit holder shall post a sign indicating the street address and suite number, if any, of sufficient size to be readable from the construction site access entry.

18.02.105.23 - Duration of permits.

1. Every permit issued shall automatically expire and become null and void under any of the following circumstances:

   a. The work authorized by such permit is not commenced within six months from the issuance date of the permit;

   b. The work authorized by such permit is suspended or abandoned for a period of six months after the time the work is commenced;

   c. The permit applicant fails to call for and receive an inspection for any period of six months.

   d. Residential roofing, window replacement, water heater replacement and a/c conversion permits shall expire within one month from the issuance date of the permit. No extensions or completion permit shall be issued for these permit types.

   e. Residential fence and swimming pool permits shall expire within six months from the issuance date of the permit. No extensions or completion permits shall be issued for these permit types.

2. A permittee holding an unexpired permit may apply for a maximum of two extensions of time for periods of not more than one hundred eighty days each; provided that the request for extension is made in writing prior to the expiration of the current permit, and justifiable cause is demonstrated. Such extension authorizations shall be made in writing by the building official. There shall be no fee for the extension of an unexpired permit.

3. A completion permit may obtained for an expired master building or associated permit(s) within one year of the date of expiration of the original master building or associated permit(s) provided, there have been no modifications to the existing plans, there is no need for additional plan review and the existing plans still comply with current codes. The cost of the completion permit shall be as prescribe by the adopted FY Schedule C in effect on the date of permit application. An expired subcontractor permit may only be renewed in conjunction with the renewal of an expired master building permit.

18.02.105.24 - Refusal to issue permit.

If the application for a permit and the accompanying contract documents describing the work do not conform to the requirements of the technical codes or other pertinent laws or ordinances, or the required established fees have not been paid, the building official shall not issue a permit, but shall return the contract documents to the applicant with his refusal to issue such permit. Such refusal shall, when requested, be in writing and shall contain the reason for refusal.

18.02.105.25 - Denial/Revocation of permits.

The building official shall deny or revoke permits to any contractor upon any one of the following findings:

A. Denial

1. The contractor has failed to file the annual registration application required by this section.
2. The contractor has made false statements or misrepresentations in the annual registration application required by this section.
3. The contractor has any outstanding fees or penalties due in connection with the permit application.
4. The permit official shall have the authority to deny permits if a contractor has five or more expired permits at any given time.

B. Revocation

1. The contractor was a holder of previous permits that have been revoked for any of the following grounds:
   a. For failure to complete the work described in the permit.
   b. For making false statements or misrepresentations as to material facts in the permit application.
   c. Work was done in violation of or not in conformity with the provisions of this Code or the technical codes.

Exception:

Prior permit cancellations/revocations that were cancelled/revoked at the request of the permit holder and property owner or lessee who is a party to the contract on which the permit is based, and not involving any of the grounds listed herein.

18.02.105.26 - Ineligibility period.

A contractor whose permit privileges have been revoked by the building official as described in Section 18.02.105.25 shall be ineligible to obtain permits for a period of time as follows:

1. If a contractor has had one permit revoked in any twelve-month period, such contractor shall be ineligible to obtain a permit for a period of three months; provided, however, that in the event that the contractor cures the cause for revocation of the permit which was involved in the dispute, such contractor shall immediately become eligible to obtain permits.
2. If a contractor has had two permits revoked in any twelve-month period, such contractor shall be ineligible to obtain a permit for a period of six months.
3. If a contractor has had three permits revoked in any twelve-month period, such contractor shall be ineligible to obtain permits for a period of one year.
4. If a contractor has five or more expired permit, such contractor shall be ineligible to obtain new permits until such time as the number of expired permits is less than five.

Upon finding that a contractor is ineligible to obtain permits, the building official shall provide written notice of such finding to the contractor or to their principal place of business.

Exception:

Permits may be issued to a contractor whose permit privileges have been revoked, for completing work on expired permits

18.02.105.27 - Appeals to the construction board of appeals.

Any contractor that is declared by the building official to be ineligible to obtain permits pursuant to this section shall have the right to appeal to the construction board of appeals pursuant to the provisions of Chapter 2.30.

18.02.105.28 - Cancelation/Termination of Permit.

1. A permit may be canceled by the permit holder at any time prior to the commencement of any work.

2. Subsequent to performance of any work, a permit may be canceled or terminated by the general contractor, permit holder or property owner with the concurrence of all parties involved.

3. Absent any concurrence from the parties involved, the permit shall remain on hold until its expiration period or good cause is shown to the building official that allows the permit to be cancelled.

18.02.105.29 - Miscellaneous permit provisions.

18.02.105.29.1 - Homeowner/Homestead permits.

Permits shall be issued to a homeowner doing work on their intended primary residence only if all of the following conditions apply:

1. The permit is for an R-3 occupancy that is the homeowner's own primary residence which he currently occupies;
2. The homeowner will act as his own general contractor;
3. The homeowner will perform some or all of the proposed building construction work (as permitted under this Code);
4. The homeowner provides proof that all electrical, plumbing, mechanical or irrigation work shall be performed by contractors registered with the department;
5. Permits for trades will only be issued to contractors licensed by the state and registered with the City.
6. Insurance requirements for new single family dwellings shall be as per section 18.02.104.10.

18.02.105.29.2 - Homeowner permits.

With the exception of homestead permits as defined in Section 18.02.105.29.1. No permit shall be issued to the owner of any building, structure or occupancy, except R-3 occupancies.

18.02.105.29.3 - Mobile homes/manufactured housing placement permit.

The building official may issue a placement permit for manufactured homes, mobile homes or HUD-Code manufactured homes provided that all of the following conditions are met:

1. The building is erected on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation.
2. The building meets the regulations of the Title 24, CFR Section 3280.
3. The building is placed in an area whose zoning permits the placement of mobile homes and the building is installed in accordance with the manufacturer's requirements, in accordance with the rules promulgated by Title 24, CFR Section 3280 Housing and Urban Development (HUD) Code of Federal Regulations and all of the technical codes and zoning codes of the city are met.
4. Placement of any mobile home constructed prior to 1976 is not allowed within the City of El Paso unless any such mobile home is in compliance with Section 3 above.

18.02.105.29.4 - Texas Industrialized Buildings/Housing Placement Permit.

The building official may issue a placement permit for structures built at a location other than the permanent commercial site and transported to the permanent site for erection and installation provided that all of the following conditions are met:

1. The building meets all the requirements of the Texas Industrialized Housing and Building Act, Texas Occupations Code, Chapter 1202 and is classified as "industrialized building" and bears an approved decal or insignia under the rules of the Texas Department of Licensing and Regulation reflecting that the building has been inspected at the manufacturing plant or facility by the Texas Department of Licensing and Regulation.
2. Two complete sets or an electronic copy of the designs, plans and specifications bearing the stamp of Texas Industrialized Building Code Council are submitted to the department for review.
3. The building is placed on a site-built permanent foundation system designed by a professional engineer.
4. The building was not designed or intended to be used other than on a site-built permanent foundation.
5. All of the requirements of this Code, the International Fire Code, the Texas Accessibility Standards, the technical codes, the municipal code and other city, state and federal regulations are met.

18.02.105.29.4.1 - Temporary Placement Texas Industrialized Buildings for School Sites.

A. The building official may issue a temporary placement permit for structures built at a location other than the permanent commercial site and transported to the permanent site for installation provided that all of the following conditions are met:

1. The building meets all the requirements of the Texas Industrialized Housing and Building Act, Texas Occupations Code, Chapter 1202 and is classified as "Industrialized Building" and bears an approved decal or insignia under the rules of the Texas Department of Licensing and Regulation reflecting that the building has been inspected at the manufacturing plant or facility by the Texas Department of Licensing and Regulation.
2. Two complete sets or an electronic copy of the site plan showing the location were the building will be placed, designs, plans and specifications bearing the stamp of Texas Industrialized Building Code Council are submitted to the department for review.
3. The building is securely anchored to an on site-built foundation system designed by a professional engineer.
4. The building was not designed or intended to be used other than on a site-built permanent foundation.

5. All of the requirements of this Code, the International Fire Code, the Texas Accessibility Standards, the technical codes, the municipal code and other city, state and federal regulations.

B. Duration:

1. An approved temporary placement permit for school sites shall be valid for two years from the date the permit is issued.
2. Upon expiration of the placement permit the structure will be removed or;
3. A new permit application for permanent placement shall be submitted. Such application for permanent placement shall comply with all applicable requirements of this Code, the International Fire Code, the Texas Accessibility Standards, the technical codes, the municipal code and other city, state and federal regulations.
4. Prior to permit issuance an affidavit shall be provided by an authorized representative of the school district acknowledging the duration of permit.

18.02.105.29.5 - Temporary gas permit.

A special permit is required when an owner or contractor intends to use fuel gas for temporarily heating a structure or part of a structure before certification of all plumbing or mechanical work. Such permit is required whether the intended use is for all or part of the system of piping, devices and appliances making up the permanent heating system for the structure, or by the use of a temporary system, or by the use of parts of either or both systems.

Such owner or contractor shall make application to the building official on forms provided by the department and shall set out the proposed use of the system, its design and period of use desired.

If the building official finds that such request is reasonable as to design and length of time requested under the conditions existing in the particular case, and that safe conditions of operation of such system can be maintained then the building official shall issue the permit.

18.02.106 - PERMIT FEES

18.02.106.1 - General.

The fees described in this section as well as the fees described in the Fire Prevention Code are applicable to all plumbing, mechanical, electrical, irrigation, and fire contractors.

(Ord. No. 17749, § A, 3-6-2012, eff. 5-1-2012)

18.02.106.2 - Prescribed fees.

Fees are established and required in conjunction with all permits and services provided under this title, including this Code and the technical codes, except as may be specifically excepted or provided otherwise. A permit, although issued, shall not be valid until all established fees have been paid for each of the various types of permits and services listed therein. An amendment to a permit shall not be valid until the additional established fee, if any, due to an

increase in the estimated cost of the building, structure, electrical, plumbing, and mechanical or gas systems, has been paid.

Exceptions:

1. The City of El Paso, the County of El Paso, the El Paso Housing Authority, the State of Texas, other governmental entities that are, as a matter of law, exempt from having to pay permit fees, utility companies and other entities whose permit fees have been waived by franchise agreement or resolution of the city council, and the United States Government are exempted from the payment of the permit fees required in this chapter; provided, that only such construction as is owned, operated and maintained by such governmental agencies shall be exempted from payment of such permit fees. Also, provided that the city council may authorize the building official to waive the permit fees required in this chapter when the project for which the permit is issued is a city project. For the purpose of this subsection, a "city project" shall be a project that the city council finds to be for the benefit of the general public, and that is to be either constructed on property owned by the city or with funds provided in whole or part by the city.

18.02.106.3 - Accounting.

The city shall keep an accurate accounting of all permit fees and other moneys collected, the names of all persons upon whose account the same was paid, along with the date and amount thereof, in accordance with the established records retention schedule.

18.02.106.4 - Schedule of permit fees.

On all buildings, structures, electrical, plumbing, mechanical and gas systems or alterations requiring a permit, the established fee for each permit shall be paid at the time application is filed.

18.02.106.5 - Building permit valuations (excluding new residential and residential additions.

If, in the opinion of the building official, the valuation of building, alteration, structure, electrical, gas, mechanical or plumbing systems appears to be underestimated on the application, permit shall be denied, unless the applicant provides a certified professional appraisal to meet the approval of the building official. The certified appraisal shall include total cost, such as required earthwork within the building area, electrical, gas, mechanical, plumbing, including materials, labor and equipment, and all other permanent equipment.

18.02.106.6 - Valuation for commercial master permits.

Permit valuation for the master permit for new commercial buildings and structures construction work shall be based on the International Code Council rates for building type and occupancy in effect on the date of the permit application. Subsequent to the completion of work, a certified professional appraisal may be submitted to the building official for a re-valuation.

18.02.106.6.1 - Permit fee for new residential or residential addition permits.

Permit fees for the master permit for new residential or residential additions buildings and

structures construction work shall be based on the square footage cost prescribed by the FY Schedule C in effect on the date of the permit application. Permit fees for new residential buildings may be adjusted per council action.

18.02.106.7 - Valuation for shell only permits.

Permit valuation for new commercial shell only buildings and structures construction work shall be based eighty percent of the value obtained from the International Code Council rates for building type and occupancy in effect on the date of the permit application.

18.02.106.7.1 - Valuation for shell II only permits.

Permits for shell II permits shall be based on the International Code Council rates for building type and occupancy in effect on the date of the permit application.

18.02.106.8 - Valuation for tenant improvement permits to shell buildings.

Permit valuation for tenant improvements to commercial shell only buildings and structures construction work shall be based on twenty percent of the value obtained from the International Code Council rates for building type and occupancy in effect on the date of permit application.

18.02.106.9 - Valuation for foundation only permits.

Permit valuation for foundation only work on commercial buildings shall be based on ten percent of the value obtained from the International Code Council rates for building type and occupancy in effect on the date of the permit application. This work shall be authorized separately and the fee shall be in addition to the overall permit fee.

18.02.106.9.1 - Valuation for Groups F (Factory, S (Storage, and U (utility occupancies, as defined by the IBC.

Permit valuation for commercial buildings of, Groups F (Factory, S (Storage, and U (Utility occupancies, shall be based on seventy percent of the value obtained from the International Code Council rates for building type and occupancy in effect on the date of the permit application.

18.02.106.10 - Fee refunds.

A portion of the fee paid for building, electrical, plumbing, or mechanical permits may be returned to the permit applicant; provided, that no work authorized under the permit has been started, and the permit and associated records are returned for cancellation within six months after the date of issuance. In each case, thirty percent of the established permit fee shall be retained by the department for plan review, in addition to any costs expended by the department for the issuance and maintenance of records, inspections to verify that no work was started, and costs of processing and preparing the refund.

18.02.106.11 - Submission, plan review and additional review fees.

Each application for master or separate subcontractor permit shall be subject to a permit fee. The total permit fee includes fees for plan review and required inspections and may also include an established fee for plan submission. All fees shall be collected at the time of permit issuance.

The established plan submission fee shall only be assessed if the plans for a particular project require more than three reviews. Any assessed plan submission fee shall be collected at the time of permit issuance.

Plans that amend or revise the following, subsequent to the issuance of a permit, shall require an additional plan review and the applicant shall be assessed the established fee for the additional plan review. The established fee shall be equal to the sum of the plan submission fees for each additional review cycle that require review due to:

a. Modifications to the electrical, plumbing or mechanical systems which require revised drawings or calculations;

b. Modifications to the fire, smoke, carbon monoxide alarms or suppression systems which require revised drawings or calculations;

c. Modifications to the fire separations, accessibility requirements or ingress/egress which require revised drawings or calculations;

d. Modification to the structural systems which require revised drawings or calculations; or

e. Modifications which expand the occupancy or type of use for the structure which require revised drawings or calculations.

If no permit under the plan is secured within one hundred eighty days after the date of permit application, then the application shall be considered expired and a plan review fee in the amount of thirty percent of the established permit fee and any applicable submission fee is due and payable. The submission fee and plan review fee is nonrefundable and may not be applied to any future building permits.

If plans are approved and a permit is secured within one hundred eighty days after the date of permit application, the permit fee and any applicable plan submission fee are due and payable at the time of permit issuance.

If at any time subsequent to permit issuance, there is no activity in excess of one hundred eighty days, such application shall be declared expired. Upon expiration, any plans, and all other documents associated with the application for permit shall be destroyed.

The building official shall collect any outstanding fees on the subject property prior to the issuance of any permits.

18.02.106.12 - Plan review options available to the applicant.

The following optional preliminary plan review processes are available to all applicants. To take advantage of one of the optional plan reviews mentioned below an applicant shall pay the fee established by city council in the annual budget resolution for the requested preliminary plan review prior to application for a master building permit.

1. Expedited review 1: The fee as prescribed in the annual budget resolution, shall apply to all construction/building permits with a valuation equal to or greater than three hundred thousand dollars, excluding one and two family dwellings.

2. Expedited review 2: The fee as prescribed in the annual budget resolution, shall apply to all construction/building permits with a valuation less than three hundred thousand dollars, including one and two family dwellings regardless of valuation.

18.02.106.13 - Building permit fees: Mechanical, Electrical, Plumbing, Gas, Irrigation, Solar, permit fees.

A person obtaining a permit shall pay the established fee.

18.02.106.14 - Mechanical permit fees.

For all mechanical construction work requiring a mechanical permit, the established fee for each mechanical permit shall be paid at the time the permit is issued.

18.02.106.15 - Electrical permit fees.

For all electrical construction work requiring an electrical permit, the established fee for each electrical permit shall be paid at the time the permit is issued.

18.02.106.16 - Plumbing permit fees.

For all plumbing construction work requiring a plumbing permit, the established fee for each plumbing permit shall be paid at the time the permit is issued.

18.02.106.17 - Gas permit fees.

For all gas construction work requiring a gas permit, the established fee for each gas permit shall be paid at the time the permit is issued.

18.02.106.18 - Temporary gas permit fee.

A nonrefundable established permit fee is required for each month or portion of a month for which such permit is requested and shall be paid when the application is filed. This shall be separate from and in addition to fees required under Section [18.02.106.17] 18.02.109.6.

18.02.106.19 - Irrigation permit fees.

For all irrigation work requiring a permit, the established fee for each irrigation permit shall be paid at the time the permit is issued.

18.02.106.20 - Moving of buildings or structures.

A person obtaining a permit for the moving of buildings or structures shall pay the established fee.

18.02.106.21 - Demolition of building or structure.

A person obtaining a permit for the demolition of any building or structure or of any portion of a building or structure shall pay the established fee.

18.02.106.22 - Temporary structures.

A person obtaining a permit for temporary structures (construction sheds, seat canopies, tents, etc.), shall pay the established fee as applicable:

A. For tents to be used for assembly or display or storage.

B. For amusement devices (rides) available to the public, at any one location.

18.02.106.23 - Sidewalk, street, alley, public right-of-way, and parking meter space, rental.

A. Each application for permit shall pay an additional established fee for use of any sidewalk, street, alley, public right-of-way, or any space the occupancy of which prevents the use of one or more parking meters.

B. Such fee shall not apply to permits issued pursuant to Chapter 13.08 (Excavations) or Chapter 18.44 (Grading).

C. If the use of the space is not discontinued at the expiration of the time for which payment has been made, the permit may be extended from time to time upon payment of further fees computed as if the extension were an original issuance. If the use of the parking meter space is discontinued before expiration of the time covered by the advance payment, and notice thereof given the building official so that he may ascertain whether such use is actually discontinued, the holder of the permit shall be entitled to a refund of the unearned portion of the payment meter space, but not to a refund of any other fees paid under this section.

D. The permits and fees herein required for use of streets, sidewalks, alleys and parking meter space shall not be required when such use is necessary for the purpose of paving, surfacing, repairing, widening or other improvement of streets, sidewalks or alleys, done by or under contract with the city. The contractor and the person in charge of such work shall, however, as far as possible consistent with the nature of work, stack or arrange all material and equipment in such manner as not to create a hazard to persons using the streets, sidewalks or alleys, and upon completion or abandonment of the work shall clear the occupied areas.

18.02.106.24 - Fees for fire protection systems and appliances.

On all construction work requiring a permit for the installation of fire protection systems and appliances, the established fee for each permit shall be paid at the time the permit is issued.

18.02.106.25 - Fees for temporary or partial certificate of occupancies.

On the original application and for each extension thereof, the established fees for temporary or partial certificate of occupancies shall be paid at the time of each application or request for extension.

18.02.106.26 – Investigation Inspection fees.

An investigation permit fee in the established amount shall be charged for any special investigation inspection, which is not a part of a regular permit program to include a pre-inspection, or any special investigation prior or subsequent to commencement of work.

18.02.106.27 - Re-inspection fees.

A re-inspection fee in the established amount shall be additionally charged for any re-inspection required because the work failed to comply with this Code, the technical codes, the Fire Prevention Code, or because the work was not ready for the inspection as requested.

18.02.106.28 - Starting work without a permit—Commercial.

Any person who commences any work on a commercial building, structure, electrical gas,

mechanical or plumbing system before obtaining the necessary permits or written authorization from the building official shall be required to obtain a permit at three hundred percent of the established permit fee. The payment of such permit fee shall not relieve such person from concurrent or later prosecution for violation of this Code or the technical codes.

18.02.106.29 - Contractor starting work without a permit—Residential.

Any contractor who commences any work on a residential building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits or written authorization from the building official shall be required to obtain a permit at three hundred percent of the established permit fee. The payment of such permit fee shall not relieve such person from concurrent or later prosecution for violation of this Code or the technical codes.

18.02.106.30 - Homeowner starting work without a permit—Residential.

Any homeowner who commences any work on his own residential building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits or written authorization from the building official shall be required to obtain a permit at two hundred percent of the established permit fee. The payment of such permit fee shall not relieve such person from concurrent or later prosecution for violation of this Code or the technical codes.

18.02.107 - INSPECTIONS

18.02.107.1 - Inspections.

The building official, upon notification from the permit holder or his agent shall make the following inspections and such other inspections as necessary, and shall either release that portion of the construction or shall notify the permit holder or his agent of any violations which must be corrected in order to comply with the technical codes.

18.02.107.2 - Existing building inspections.

Before issuing a permit the building official may examine or cause to be examined any building, electrical, gas, mechanical or plumbing systems for which an application has been received for a permit to enlarge, alter, repair, move, demolish, install or change the occupancy. He shall inspect all buildings, structures, electrical, gas, mechanical and plumbing systems, from time to time, during and upon completion of the work for which a permit was issued. He shall make a record of every such examination and inspection and of all violations of the technical codes.

18.02.107.3 - Retaining walls.

1. Foundation inspection: To be made after trenches are excavated, forms erected, and reinforcing steel is in place.
2. In-progress inspection: Walls retaining over four feet of earth shall also be subject to an in-progress inspection as well as material testing, to be performed when the wall is approximately twenty-five percent to fifty percent complete. Walls retaining less than four feet of earth do not require in-progress inspections.
3. Final inspection: To be made after the retaining wall is completed.

18.02.107.4 - Reroofing.

Final inspection: To be made after the reroofing or recovering work has been completed.

18.02.107.5 - Signs.

1. Foundation inspection: To be made after piers are drilled or after trenches are excavated and forms erected.
2. Electrical sign inspections: To be made after the wiring and equipment is installed. This inspection shall be made at the place of business of the electrical permit holder or of the sign permit holder, except that the building official may approve on-site inspection.
3. Final inspection: To be made after the sign installation is completed and ready for use.
4. Sign inspections. Sign foundations, piers and trenches shall be inspected for freestanding signs greater than eight feet in height or two hundred square feet in facial area.

18.02.107.6 - Irrigation and Landscaping systems.

1. Irrigation system inspection. Piping, wiring, controllers and backflow prevention devices required under Chapter 18.47 Irrigation systems shall be inspected prior to final occupancy.
2. Landscape inspection. Trees, plant materials, hard surface materials, etc. required under Chapter 18.46 Landscape shall be inspected prior to final occupancy.

18.02.107.7 - Plaster fire protection.

In all buildings where plaster is used for fire protection purposes, the permit holder or his agent shall notify the building official. Plaster shall not be applied until the release from the building official has been received.

18.02.107.8 - Reinforcing steel and structural frames.

Reinforcing steel or structural frame work of any part of any building or structure shall not be covered or concealed without first obtaining a release from the building official.

18.02.107.9 - Inspection of annexed installations.

When an area is annexed to the city, the existing buildings therein may be inspected as set forth in Section 18.02.107.2.

18.02.107.10 - Non-business hour inspections and inspections by appointment.

Non-business hour inspections and inspections by appointment. Inspections may be made upon payment of the established fee. Inspections requested for weekends, city-observed holidays, or other times outside regular business hours of the department shall be subject to prior approval of the building official. A minimum of two hours shall be charged for non-business hour inspection requests and inspections by appointment, which shall be paid before the inspection will be scheduled.

18.02.107.11 - Requirements for prefabricated buildings.

Building, plumbing, mechanical, fuel gas and electrical installations, structural systems,

piping and wiring in prefabricated buildings or buildings which are moved into the city limits shall be made to conform to the requirements of this Code and the technical codes for new work; provided, however, that this provision shall not apply to any structure which complies with the standards and requirements of the Texas Department of Licensing and Regulations for Manufactured Housing or Industrial Housing and Buildings.

18.02.107.12 - Manufacturers and fabricators.

When deemed necessary by the building official, he shall make, or cause to be made; an inspection of materials or assemblies at the point of manufacture or fabrication. A record shall be made of every such examination and inspection and of all violations of the technical codes.

18.02.107.13 – Reserved 18.02.107.14 - Special Inspection and Test program.

Special inspection is the monitoring of materials, installation, fabrication, erection and placement of components and connections that require special expertise that are critical to the integrity of the building structure. Special inspections are required to ensure compliance with the approved construction documents (plans) and standards referenced in the applicable codes. Special inspectors and special inspection agencies shall have the proper certifications to conduct the special inspections detailed in the currently adopted International Building Code edition.

18.02.107.14.1 – Special Inspections and Tests Requirements.

Special inspections by certified special inspectors shall be required for the following:

1) Inspection of fabricators — Where fabrication of structural load bearing members and assemblies is being performed.
2) Steel construction — Steel elements of buildings and structures requiring special inspection as required in the currently adopted International Building Code edition.
3) Concrete construction — Verification for concrete construction as identified in the currently adopted International Building Code edition.
4) Masonry construction — Verification for masonry construction as required in the currently adopted International Building Code edition.
5) Wood construction — Fabrication of wood structural elements and assemblies both prefabricated and field assembled as required in the currently adopted International Building Code edition.
6) Soils — Existing conditions and verification of site preparation prior to placement of prepared fill as required in the currently adopted International Building Code edition.
7) Deep driven, cast-in-place and helical pile foundations — Inspection and installation and testing of pile foundations as required in the currently adopted International Building Code edition.
8) Pier foundations — Inspection, installation and testing of pier foundations as required in the currently adopted International Building Code edition.
9) Vertical masonry foundation elements — Inspection and verification as required in the currently adopted International Building Code edition.

10) Sprayed fire resistance materials — Inspection of fire resistive materials applied to structural elements as required in the currently adopted International Building Code edition.

11) Mastic and intumescent fire-resistant coatings — Inspections of mastic and intumescent materials as required in the currently adopted International Building Code edition.

12) Exterior insulation and finish systems (EIFS) — as identified in Section 1704.14 of the 2009 edition IBC.

13) Special cases — Inspections needed in the opinion of the building official because of use of alternate materials, unusual design or use of materials as required in the currently adopted International Building Code edition

14) Smoke control — Inspections involving testing of ductwork prior to concealment as as required in the currently adopted International Building Code edition .

18.02.107.14.2 - Special inspectors/agencies.

Special inspectors are required to obtain International Code Council (ICC) certification for the specific discipline they will be inspecting. Organizations that employ special inspectors shall gain accreditation through the International Accreditation Service (IAS), a subsidiary of the ICC.

18.02.107.15 - Third party service providers.

18.02.107.15.1 - Purpose and authority.

Third party service providers may conduct plan review and inspection services for the building industry to expedite service delivery for commercial or residential development, which may be provided by different entities or individuals and must be all inclusive as identified in Section 18.02.107.15.3. This section establishes the licensing procedure and requirements for qualification as a third party service provider. Any reference in this section to third party service providers shall apply equally to companies and individuals engaged in such services. This section does not apply to the hiring of such companies by the city to provide services relating to potential litigation or to provide services ancillary to compliance with local, state or federal laws. Such hiring shall be done in consultation with the city attorney and in accordance with the applicable requirements of local, state or federal law.

18.02.107.15.2 - Procedures for third party service providers.

The City of El Paso operates under the currently adopted edition of the International Building Codes published by the International Code Council (ICC). Third party service providers shall be licensed by the city solely on the basis of their qualification and current certification of inspectors and plans examiners by the International Code Council. Licenses shall be required for residential and commercial services. Services provided by third parties shall include all types of plan review and inspections for residential or commercial projects as licensed by the city. City licenses shall be renewed on an annual basis. Special inspections shall be provided in accordance and compliance with the currently adopted edition of the International Building Code.

18.02.107.15.3 - Qualification requirements.

The determination of a potential third party service provider's qualifications shall be based

on the criteria set forth below. Third party service providers may also present other information which objectively demonstrates that the potential third party service provider has the capacity to perform plan review and inspections (except special inspections) as required under the provisions of this Code. Third party service providers must submit the following:

1. Third party service provider's history identifying previous experience in conducting residential or commercial plan review and inspection services.
2. Proof of International Code Council certification for each individual who will be performing plan review and/or inspections services as specified below:
    a. Residential plan review.
        1) Residential plans examiner; and
        2) Residential energy inspector/plans examiner; and
        3) Accessibility inspector/plans examiner or TAS certification; and
    b. Residential inspection.
        1) Residential combination inspector; or individual.
        2) Building/residential inspector.
        3) Plumbing inspector.
        4) Electrical inspector.
        5) Mechanical inspector.
        6) Current State of Texas plumbing inspector license.
    c. Commercial plan review.
        1) Building plans examiner.
        2) Electrical plans examiner.
        3) Mechanical plans examiner.
        4) Plumbing plans examiner.
        5) Commercial energy plans examiner or commercial energy inspector/plans examiner with ASHRAE 90.
        6) Accessibility inspector/plans examiner or Texas registered accessibility specialist (TAS).
    d. Commercial inspections.
        1) Commercial building inspector.
        2) Commercial electrical inspector.
        3) Commercial mechanical inspector.
        4) Commercial plumbing inspector.
        5) Fuel gas inspector.
        6) Med gas endorsement.

7) Commercial energy inspector or commercial energy inspector/plans examiner with ASHRAE 90.

8) Accessibility inspector/plans examiner or Texas registered accessibility specialist.

9) Current State of Texas plumbing inspector license.

3. Staff resumes including the identification, education, certification, and continuing education completed for each staff member who will be performing third party services.

4. Evidence of commercial liability, property damage liability, vehicle liability and errors and omissions insurance coverage with minimum combined bodily injury (including death), property damage, vehicle, and errors and omissions, limits of not less than one million dollars for each occurrence, and two million dollars annual aggregate. In addition, third party service providers must provide evidence of a bond as required by Section 18.02.04.7 of the El Paso City Code.

5. Any other information in support of the third party service provider's application.

6. Third party plumbing inspection services shall comply with Texas Occupations Code, Title 18, Chapter 1301, and the Texas State Board of Plumbing Examiners Rules, as applicable and as may be amended. Pursuant to State Plumbing Code Section 1301.255(e), plumbing inspections must be paid directly by the city.

18.02.107.15.4 - Scope of services.

Licensed third party service providers shall be required to provide complete site plan review, plan review, and inspection services for residential and commercial projects as determined by the city. These services must include zoning, grading, and site development review, plan review and inspection of private sector projects for which the building official determines that third party services would be appropriate.

Any agreements entered into between an approved third party service provider and the private sector are private contracts to which the City of El Paso is not a party.

Contractors desiring to use third party service providers for plan review/inspection services shall pay, at the time of permit issuance, the city established fees as set forth in Schedule C, as well as any plumbing inspection fees applicable.

Licenses will be renewed every three years using the same criteria identified in Section 18.02.107.15 and available information from previous audits.

18.02.107.15.5 - Third party service provider audits.

Third party service providers shall be subject to the same quality review as City of El Paso employees performing the same service. An audit of a third party service provider's annual services including inspections and plan reviews may be conducted by the city to assure that inspections of residential and commercial developments were adequately and accurately performed. Third party service providers will be notified in writing of all audit findings with deficiencies.

18.02.107.15.6 - Third party service provider audit process.

The city is authorized to conduct periodic unannounced audits of all services provided under this section. Site as well as plan review and inspection services may be audited. The following shall apply to all third party service providers:

1. Following written notice by the building official of an audit resulting in one or more deficiencies (failure to comply with code requirements), and for each written notice of deficient audit thereafter, the third party service provider shall:
    a. Inform the respective builder/contractor of the specific code infraction(s) and the corrections required.
    b. Following correction of the deficiencies, the city shall conduct a follow up plan review and/or inspection to assure compliance. The established fee for plan review and/or re-inspection shall be paid.
    c. The city shall not be responsible for the cost of any corrections required and/or project delays.
2. Two audits with one or more deficiencies within any one-hundred-eighty-day period shall also result in:
    a. A conference with the building official and the third party service provider in an effort to improve the performance of the third party service provider.
    b. Prior to performing any further third party services, the third party service provider shall be required to show evidence of process improvements, internal correction procedures, methods, and/or training, and/or staff reassignments as appropriate to prevent recurrence of infraction.
3. Three audits with one or more deficiencies within any one-hundred-eighty-day period shall also result in:
    a. Third party service provider being placed on probation for a period of one hundred eighty days.
    b. Third party service providers that have been placed on probation more than once in any five-year period shall have their license for third party services terminated and be deemed non-qualified for a two-year period, in reference to subsequent request for qualification solicitations or license renewal or reinstatement.
4. Further audits with one or more deficiencies during the probationary period shall result in:
    a. Suspension of third party service provider for a period of one hundred eighty days.
5. A third party service provider suspended pursuant to this section may appeal the building official's decision to the construction board of appeals, pursuant to Chapter 2.30 and Chapter 18.380 of the City Code.

18.02.107.15.7 - Third party service provider license fees.

Applicants shall pay at the time of application or renewal a fee as set forth in Schedule C as adopted by the El Paso City Council.

18.02.108 - DEMOLITION

18.02.108.1 - Demolition of building or structure.

The purpose of this section is to assure greater public safety during demolition activities by establishing the process and setting forth the requirements for obtaining a demolition permit, establishing requirements for demolition including notification to adjacent property owners when applicable and encouraging the salvage and/or recycling of materials. City ordered demolitions shall be exempt from the requirements of this section.

A. Definitions.

1. Deconstruction means the process of systematically dismantling a structure or portion of a structure in an environmentally, economically and socially responsible manner, aiming to maximize the recovery of materials for reuse and recycling.

2. Demolition means the deconstructing, destroying, razing, tearing down, alteration or wrecking of any structure or removal of any load-supporting structural member of a building or structure together with any related handling operations.

B. Permit required.

1. A demolition permit shall be required before any person proceeds with any of the following activities/work:

2. Level I. The demolition or partial demolition of a single family, duplex, triplex, quadruplex or commercial building under 5,000 square feet of the gross floor area being demolished.

3. Level II. The demolition or partial demolition of a commercial building greater than 5,000 square feet but less than 10,000 square feet of the gross floor area being demolished.

4. Level III. The demolition or partial demolition of a commercial building greater than 10,000 square feet of the gross floor area being demolished.

C. Fees.

1. A person obtaining a Level I demolition permit shall pay the established fee.

2. A person obtaining a level II demolition permit shall pay two hundred percent of the established permit fee.

3. A person obtaining a level III demolition permit shall pay three hundred percent of the established permit fee.

D. Duration.

A demolition permit shall be valid for a consecutive 90-day period. Every permit issued shall expire under any of the following circumstances:

1. The work authorized by such permit is not commenced within three months from the issue date of the permit;

2. The work authorized by such permit is suspended or abandoned for a period of three months after the time the work is commenced;

3. The permit applicant fails to call for and receive an inspection for any period of three months.

4. Upon completion and successful final inspection of the work authorized by such permit.

5. A permittee holding an unexpired permit may apply for one extension of time for a period of not more than one ninety-day period; provided that the request for extension is made in writing prior to the expiration of the current permit, such extension authorizations shall be made in writing to the building official. There shall be no fee for the extension of an unexpired permit.

6. A completion permit may be obtained for an expired permit within six months of the date of expiration of the original permit. The cost of the completion permit shall be equal to one half the established fees required for a new permit for such work.

E. Application Requirements.

1. Emergency demolition. Emergency demolition will be permitted upon provision of:

   a. A fire assessment from the Fire Marshal's office;

   b. A structural engineer's assessment of imminent hazard approved by the Building Official;

   c. Court order; or

   d. Upon a determination made by the building official pursuant to International Building Code Section 116.1 that the structure or equipment is unsafe and must be taken down and removed or made safe.

      Exception: Historic landmark Commission approval is not required for a designated structure when ordered by the Building and Standards Commission, or declaration of imminent hazard by the Fire Marshal or Building official.

2. Standard demolition. The applicant shall provide a demolition plan

3. Complete and interior demolition. The applicant shall provide:

   a. Scaled survey or site of property clearly labeling limits of proposed demolition.

   b. Scaled floor plan of structure clearly labeling area(s) of existing structure.

   c. Proposed demolition and/or removal and replacement of materials.

   d. Hazardous Material/Asbestos remediation report.

   e. Proof of utility disconnections.

   f. Proof of ownership, title deed and/or warranty deed or notarized letter from property owner authorizing demolition.

F. Demolition of property within the Downtown Plan Area.

1. If the property to be demolished is located within a historic district or is a landmark, approval for demolition from the Historic Landmark Commission is required prior to the issuance of a demolition permit and all other application requirements of 18.02.108.1E. shall be followed.

   Exception: Historic landmark Commission approval is not required for a designated structure when ordered by the Building and Standards Commission, or declaration of imminent hazard by the Fire Marshal or Building official.

2. If the property to be demolished is within the Downtown Plan Area, the applicant will be required prior to demolition to:

   a. Provide for as-built drawings or photo-documentation.

   b. Provide proof of notices sent: If the proposed building to be demolished is three stories or less, the applicant shall provide copies of certified letters to all adjacent property owners and businesses notifying them of the proposed demolition and approximate schedule of events. If the proposed demolition is for a commercial or industrial structure or a residential structure four stories or more, all property owners and business within 300 feet shall be notified. If the proposed building to be demolished shares a common wall with another building(s) the applicant shall submit a sealed structural engineer's report that verifies that the proposed demolition will not adversely impact adjoining structures.

G. Additional provisions.

1. No wall, chimney or other structural part shall be left at the end of each shift in such condition that it may collapse due to wind, vibration or other cause.

2. Upon the completion of demolition operations, the site shall be completely cleared of rubbish, brush, weeds and other debris. The site must be left free of ponds/ponding areas.

3. Footings/foundations, basement/surface slabs, septic tanks, wells, cesspools, and cisterns shall be completely removed.

   Exception: Footings, foundations, basement walls may remain provided that:

   a. The site is properly secured by appropriate fencing.

   b. Plans sealed by a design professional are submitted at the time of proposed new construction using existing footings, foundations, or basement walls.

   c. The plans provide an engineering analysis stating that the footing/foundations are structurally adequate for the intended new structure.

   d. An engineering inspection report indicating that the original footings/foundation or other structures that will be utilized have not been disturbed, structurally impaired and/or impacted by the demolition.

4. The applicant shall coordinate with applicable city departments for the blocking of walkways, thoroughfares and alleys to protect the public.

H. Final site preparation/security.

1. The site must be left ready for new construction. All underground utilities, footings, foundations, vaults, basements, etc., must be removed and clean fill must be used to return the site/lot to its original and/or otherwise appropriate elevation consistent with adjoining lots and/or public improvements.

   Exception: Footings, foundations, basement walls may remain provided that:

   a. The site is properly secured by appropriate fencing.

   b. Plans sealed by a design professional are submitted at the time of proposed new construction using existing footings, foundations, or basement walls.

   c. The plans provide an engineering analysis stating that the footing/foundations are structurally adequate for the intended new structure,

   d. An engineering inspection report indicating that the original footings/foundation or other structures that will be utilized have not been disturbed, structurally impaired and/or impacted by the demolition.

2. Contractor shall return all public improvements to their original and/or improved condition(s).

18.02.111 - CERTIFICATES OF OCCUPANCY

18.02.111.1 - New building certificate of occupancy.

A Certificate of Occupancy allows for full occupancy of an entire building or structure when the entire building or structure is dedicated to one specific use or occupancy type. A new building shall not be occupied or a change made in the occupancy, nature or use of a building or part of a building until the building official has issued a certificate of occupancy. The certificate shall not be issued until the building has passed all required inspections, is in compliance with the technical codes and other applicable laws and ordinances and is released by the building official and the applicant has paid the established fee.

18.02.111.2 - Existing building certificate of occupancy.

A certificate of occupancy for any existing building may be obtained by applying to the building official and supplying the information and data necessary to determine compliance with the technical codes for the occupancy intended. Where necessary, in the opinion of the building official, detailed drawings, or a general inspection, or both, may be required. When, upon examination and inspection, it is found that the building conforms to the provisions of the technical codes and other applicable laws and ordinances for such occupancy, a certificate of occupancy shall be issued and the applicant has paid the established fee.

18.02.111.3 - Certificates of occupancy for lots with unconditional master building permits.

Certificates of occupancy shall be issued for lots receiving unconditional master building permits as described in Section 18.02.105.15A. of this Code when the structures comply with the requirements of the building and zoning codes, and all subdivision improvements have been completed in accordance with Title 19 (Subdivisions) of this Code and upon payment of the established fee.

18.02.111.4 - Certificates of occupancy for lots with conditional master building permits.

Certificates of occupancy may be issued for lots receiving conditional master building permits as described in Section 18.02.105.15B. of this Code provided the applicant has paid the established fee and the following requirements are complied with:

1. The structures comply with the requirements of the building and zoning codes; and
2. The subdivision improvements required under Title 19 (Subdivisions) have been constructed, completed, and if the improvements are public improvements, accepted by the city for maintenance, or the developer provides financial security in accordance with Section 19.08.040 of the City Code for completion of the subdivision improvements; or
3. The subdivision improvements for the approved phase of the subdivision have been constructed, completed, and if the improvements are public improvements, accepted by the city for maintenance and the developer provides financial security in accordance with Section 19.08.040 of the City Code for completion of the remaining subdivision improvements.

18.02.111.5 - Temporary Certificate of Occupancy (TCO).

A TCO may be issued that allows for temporary occupancy of an incomplete building upon payment of the established fee and provided that the building has passed the following life safety and service system inspections:

1. Inspections required prior to issuance of a commercial TCO:

   Engineering final, electrical final, fire final, mechanical final, plumbing final, building final.

2. Inspections required for a residential TCO:

   Electrical final, mechanical final, plumbing final, building final, and fire final.

A TCO is valid for thirty days. An extension TCO may be granted for an additional thirty (30 days upon with written request for extension and upon payment of the established fee contained in Schedule C.

18.02.111.6 - Reserved

18.02.111.6.1 - Conditional Certificate of Occupancy (CCO.

A CCO allows for temporary occupancy of a complete or portion of an existing building or structure for an occupancy other than the occupancy for which the building or structure was intended, or for vacant premises as described in this section, provided all life safety requirements

have been met for the proposed new occupancy and upon payment of the established fee. A CCO shall not exceed one year.

A CCO for otherwise vacant premises shall be allowed only in specific portions of the street level in buildings within a 1-mile radius of the Downtown Plan Area, upon application approval by the building official and upon agreement to the proposed occupancy classification and compliance benchmarks. A CCO for otherwise vacant premises may be extended through a second year with no additional permit fees by the building official, pending a phased compliance plan and expires automatically when applicant vacates the premises.

18.02.111.6.2 - Reserved

18.02.111.7 - Certificate of completion.

After the building official inspects the work completed under permit for a building, structure, electrical, fire protection, plumbing, mechanical, fuel gas, or similar system or structure that cannot be occupied, and finds no violations of the provisions of this Code or the technical codes, the building official is authorized to issue a certificate of completion. Such certificate of completion certifies that the work performed under the permit has been satisfactorily completed. The certificate of completion does not authorize the occupancy of any incomplete shell, building or structure.

18.02.111.8 - Connection of service utilities.

No person shall make connections from a utility, source of energy, fuel or power to any building or system which is regulated by the technical codes for which a permit is required, until released by the building official, and a certificate of occupancy or completion is issued.

18.02.111.9 - Temporary connection.

The building official may authorize the temporary connection of the building or system to the utility source of energy, fuel or power for the purpose of testing building service systems or for use under a temporary certificate of occupancy. Any person receiving authorization under this section shall pay the established fees for installation and inspection.

18.02.111.10 - Authority to disconnect service utilities.

The building official shall have the authority to order the disconnection of utility service to the building, structure or system regulated by the technical codes in case of emergency where necessary to eliminate an immediate hazard to life or property. The building official shall notify the serving utility, and whenever possible the owner and occupant(s of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

18.02.111.11 - Plumbing outside city limits.

Water service shall not be furnished to any property outside the city limits having a water plumbing system installed on or before January 1, 1972, unless such water plumbing system has been inspected, tested and approved in accordance with rules and regulations of the public service board/El Paso Water Utilities (EPWU).

Water service shall not be furnished to any property outside the city limits having a water plumbing system installed after January 1, 1972, unless such water plumbing system has been inspected and all plumbing thereon complies with the requirements of this Code and the technical codes.

Persons receiving permits and inspections under this section shall pay all established fees.

After the public service board or EPWU begins water service to a property outside the city limits, all additional plumbing work done on such property shall comply with this Code and the technical codes and pass the inspections therein required. Such additional plumbing work shall be pursuant to a permit issued upon payment of the established fees.

18.02.111.12 - Relations with the El Paso Water Utilities (EPWU Department.

No system of plumbing utilizing a private disposal system as provided in the plumbing code shall be turned on by EPWU until EPWU has received a final approval of such system from the building official.

No existing out-of-city plumbing system as defined in Section 18.02.111.11 until the private sewage (whether individual or community to which the system is connected has been inspected and approved by the building official and notice of such approval has been furnished to EPWU.

Clear water waste from swimming, wading and bathing pools and similar devices and installations may be utilized for irrigation by either surface or subsurface spreading when specifically authorized by the building official.

18.02.111.13 - Appeals to the construction board of appeals.

In any case where a decision of the building official, regarding adequacy or quality of public or private improvements, prevents the issuance of a permit or certificate of occupancy, the permit applicant may appeal the decision to the construction board of appeals in accordance with the requirements and procedures of Chapter 2.30 of the City Code.

18.02.112 - CONSTRUCTION SITE WASTE MANAGEMENT REQUIREMENTS

18.02.112.1 - Discarded building materials and construction site waste.

Construction site waste must be properly managed and disposed to ensure worker safety, public health and welfare, as well as to reduce risks of injury, pollution, environmental contamination, and ensure storm water protection. Practices such as trash disposal, proper material handling, and spill prevention and clean up measures must be implemented in accordance with El Paso City Code, Title 9 (Health and Safety), Chapter 9.04 (Solid Waste Management) and Texas Administrative Code, Title 30, Chapter 327, 330, and 335.

18.02.114 - SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Code or of the technical codes is

for any reason held to be unenforceable, such decision shall not affect the validity of the remaining portions of this Code or of the technical codes.

18.02.115 - VIOLATIONS AND PENALTIES

Any person, firm, corporation or agent who shall violate a provision of this Code or of the technical codes, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish or move any structure, electrical, gas, mechanical or plumbing system, or has erected, constructed, altered, repaired, moved or demolished a building, structure, electrical, gas, mechanical or plumbing system; in violation of a detailed statement or drawing submitted and permitted thereunder, shall be deemed guilty of a misdemeanor and punished by a fine not to exceed two thousand dollars. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this Code or of the technical codes is committed or continued.

SECTION 2. That Title 18 (Building and Construction), Chapter 18.08 (Building Code) is hereby amended as follows:

Chapter 18.08-BUILDING CODE

18.08.010 Short title.

This chapter may be cited as the "Building Code."

18.08.020 Adoption.

The book entitled "International Building Code," 2021 Edition, a copy of which authenticated by the city clerk is on file in the city clerk's office, is adopted as the building code of the city, as fully as if copied at length in this chapter, but with the changes set forth in this chapter and Chapter 18.02, the Building and Administrative Code of the City of El Paso. Exception: As an alternative, existing buildings undergoing repair, alterations, additions or change of occupancy shall be permitted to comply with the El Paso Existing Building Code Chapter 18.28.

18.08.030 Section 105.2 Work exempt from permit,

International Building Code, 2021 Edition, Section 105.2, Work exempt from permit, Building: is hereby amended to read as follows:

105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. Masonry landscape walls and fences not over forty-two inches high, completely within the subject property and meeting zoning requirements. Where there is a difference in elevation between abutting properties or property lines, the height measurement shall be taken from the high side of the wall, exclusive of retaining walls.

    a. Chain link or wrought iron fences not over six feet high, completely within the subject property and meeting zoning requirements.

2. Oil derricks.
3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
4. Water tanks supported directly on grade if the capacity is not greater than 5,000 gallons (18,925 L) and the ratio of height to diameter or width is not greater than 2: 1.
5. Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below and are not part of an accessible route.
6. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
7. Temporary motion picture, television and theater stage sets and scenery.
8. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24

inches (610 mm) deep, are not greater than 5,000 gallons (18,925 L) and are installed entirely above ground.

2. Swings and other playground equipment accessory to detached one- and two-family dwellings.
3. Window awnings in Group R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.
4. Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

Electrical:

1. **Repairs and maintenance:** Minor repair work, including the replacement of lamps or the connection of *approved* portable electrical equipment to *approved* permanently installed receptacles.
2. **Radio and television transmitting stations:** The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.
3. **Temporary testing systems: A** *permit* shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part that does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of I horsepower (0.75 kW) or less.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a *permit* shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided that such repairs do not involve

or require the replacement or rearrangement of valves, pipes or fixtures.

18.08.035 Section 107.2.5.2 Finish Floor Elevation.

Finish floor elevations shall be set at one foot above the 100 year (1% annual chance) flood elevation for residential and multi-family structures

18.08.040 Section 202 Definitions, Shell, amended.

International Building Code, 2021 Edition, Section 202 Definitions, is hereby amended to read as follows:

Shell: A shell building shall meet the requirements that consist of all exterior walls, foundation, site work, landscaping and zoning, parking requirements, property line firewalls and roof structure. Multi-story shell building shall include elevator floor assemblies, mezzanines (when used), stairwells and elevators. Any mechanical, plumbing or electrical scope of work will be limited to "rough-in" designs for future use. Utilities service connections will be stub outs into the building's service entrance for connection at time of the time of tenant improvements. Shell building shall not be occupied upon completion. However, they must meet all minimum requirements for public works, zoning, land development, sanitation and water, before a certificate of completion is issued. No certificate of occupancy will be issued until landscaping, civil work or building construction is completed.

18.08.050 Section 310.1 Residential Group R, R-3, amended.

International Building Code, 2021 Edition, Section 310.1 Residential Group R, R-3 is hereby amended to read as follows:

R-3 Residential occupancies where the occupants are primarily permanent in nature and not classified as R-1, R-2, R-4 or I, including child care facilities which accommodate six or more children of any age who stay less than 24 hours per day and are permitted under the Zoning Ordinance or personal home care facilities permitted under the Zoning Ordinance.

18.08.055 Section 1109.2.1 Family or assisted-use toilet and bathing rooms.

In assembly and mercantile occupancies, an accessible family or assisted-use toilet room shall be provided. In buildings of mixed occupancy, only those water closets required for the assembly or mercantile occupancy shall provide assisted-use toilet. In recreational facilities where separate-sex bathing rooms are provided, an accessible family or assisted-use bathing room shall be provided. Fixtures located within family or assisted-use toilet and bathing rooms shall be included in determining the number of fixtures provided in an occupancy.

Exception: Where each separate-sex bathing room has only one shower or bathtub fixture, a family or assisted-use bathing room is not required.

1109.2.1.1 Standard. Family or assisted-use toilet and bathing rooms shall comply with Sections 1109.2.1.2 through 1109.2.1.7.

1109.2.1.2 Family or assisted-use toilet rooms. Family or assisted-use toilet rooms shall include only one water closet one lavatory and one diaper changing station. A family or assisted-use bathing room in accordance with Section 1109.2.1.3 shall be considered a family

or assisted-use toilet room. Every new establishment or use shall be required to provide a baby diaper changing station in accordance with the requirements of this section. Each establishment or use shall be required to provide at each floor level containing bathrooms, at least one diaper changing station that is accessible to women, and one that is accessible to men, or a single station accessible to both. Each establishment shall provide signage indicating the location of the baby diaper changing station. Any shopping center, mall or other facility encompassing multiple establishments and having a central directory shall indicate on the directory the location of all stations. A baby diaper changing station shall mean a safe, sanitary and convenient baby diaper changing station, deck, table or similar amenity which is installed or placed in a separate, designated location in an establishment or use subject to the provisions of this section.

Exception: A urinal is permitted to be provided in addition to the water closet in a family or assisted use toilet room.

1109.2.1.3 Family or assisted-use bathing rooms. Family or assisted-use bathing rooms shall include only one shower or bathtub fixture. Family or assisted-use bathing rooms shall also include one water closet and one lavatory. Where storage facilities are provided for separate-sex bathing rooms, accessible storage facilities shall be provided for family or assisted-use bathing rooms.

18.08.060 Section 311.4 Required separation for Group S tenants, added.

International Building Code, 2021 Edition, Section 311.4 Required separation for Group S tenants, is hereby added to read as follows:

311.4 Required Separation for Group S Tenants. Tenants of a Group S occupancy shall be separated from other tenants by 1-hour fire partitions and horizontal assemblies or a Code required fire barrier. Non-fire rated partitions may be used to separate Group S tenants provided no area between partitions rated at 1-hour or more exceeds 3,000 sq. ft. or a sprinkler system is installed

18.08.070 Section 424.312.2 Fences, added.

International Building Code, 2021 Edition, Section 312.2 Fences, is hereby added to read as follows:

312.2 Fences.

312.2.1 Electrified Fences General. To the extent that the construction of an electrified fence does not conflict with the requirements specified herein, such fence shall be constructed or installed in conformance with the specifications set forth in IEC Standard 60335-2-76.

312.2.2 Definition. Electrified Fence—Any fence, barrier or enclosure partially or totally enclosing a building, field or yard, carrying any electrical pulse or charge through any part, section or element thereof.

312.2.3 Restricted Use.

1. The installation of an electrified fence is restricted to the following uses and zoning districts:

    a. For control of domestic farm animals in areas zoned and actually utilized for

farming or ranching activities; or for other areas where large domestic animals such as horses or cattle are legally maintained.

b. For the permitted uses of outdoor storage, motor vehicle storage, major utility and recycling facilities, general warehouse, contractor yard and manufacturing within the regional commercial district "C-4".

c. For installation in industrial and manufacturing districts designated as "Q", "P-1", "M-1" "M-2" and "M-3" as defined by Title 20 of the El Paso City Code.

2. Only battery-powered units are acceptable. Units must be approved by a Nationally Recognized Testing Laboratory (NRTL) with final installation acceptable to the Building Official.

3. The installation of an electric fence is prohibited,

a. Within 25 feet of any outdoor area used for the handling of hazardous materials pursuant to the Fire Code, or

b. Within five feet of any public right-of-way.

312.2.4 Permit Required. The installation of an electric fence requires an approved permit with the permit official. It shall be unlawful for any person to install, maintain or operate an electrified fence in violation of the provisions of this section.

1. Applications must include the following:
   a. Site plan indicating the location of the electrified fence and perimeter fence.
   b. Schematics and load calculations indicating and/or displaying the,
      i. Location of the power source,
      ii. Materials used for the fence construction,
      iii. Location of the regulating and monitoring equipment, and
      iv. Location of emergency access, knox box and cut-off switch.
2. A permit shall be obtained and renewed every two years with a notarized statement attached to the renewal application from an authorized representative of the fence or barrier equipment manufacturer indicating the installation is operating in conformance with the original design and complies with acceptable safety standards.

312.2.5 Registration Required. Prior to the installation or use of an electrified fence and upon permit issuance, the permit holder must register the electrified fence with the fire code official to identify the location of said fence and required cut-off switch and knox box in the event that deactivation is required by an authorized public safety official.

312.2.6 Standards.

312.2.6.1 Standards—Electrification. Electric fences or barriers must be designed and certified by an authorized representative of a fence or barrier equipment manufacturer. Upon installation, said representative shall certify the installation meets the following design and safety requirements:

1. AC current shall not be used to energize any electric fence.

2. The energizer for electric fences shall be driven by a commercial storage battery not to exceed 12 volts capacity charged by a solar panel. A commercial trickle charger may augment power source.
3. The electric charge produced by the fence upon contact shall meet the energy output requirements of section 22.108 of the IEC.
4. All ground system cables shall be properly insulated.
5. The controller ground system shall not be connected to any plumbing systems in or out of use and shall be at least 50 feet from other utility and buried water pipes.
6. The fence controller ground wire shall not touch any buildings on site.
7. Fence controller and its ground system shall be at least 50 ft. away from radio and buried telephone wires.
8. An electric fence shall be installed at a minimum clearance from power or telephones lines in accordance with Table BB.1 of the IEC.
9. A lightning diverter (commonly referred to as a lightning arrestor) shall be installed between the fence and the fence controller.
10. A cut-off switch shall be installed capable of disconnecting the fence from the controller in case of emergencies, electrical storms, etc.
11. A knox box shall be installed to provide secure access to the appropriate public safety official to the cut-off switch. The knox box shall be illuminated to a minimum one foot candle.
12. Each energizer shall be connected to its own ground system and must not be connected to any other ground system(s).
13. Two or more energizers shall not be connected to the same fence unless the use of multiple energizers does not increase the overall charge transmitted on the fence and adequate access is provided to the cut-off switch to each energizer.
14. All cabling/wire and connectors shall be of the same material (steel, copper, etc.).
15. All wires shall be separated at minimum clearance in accordance with section 29.101 of the IEC.
16. Barbed or razor wire shall not be used in conjunction with any electric fence system.

312.2.6.2 Standards-Height. Electrified fences shall be a minimum of six (6) feet in height and shall not exceed a maximum of ten (10) feet in height.

312.2.6.3 Standards—Warning Signs. All electric fences shall have warning signs of reflective material and shall be in accordance with the following requirements:

1. Shall be a minimum of 4 inches by 8 inches in accordance with annex BB of the IEC.
2. All lettering shall be a minimum of one (1) inch high.
3. Shall consist of a yellow background with black inscriptions and kept in good condition to ensure continued visibility.
4. Shall be placed at a maximum of 30 feet distance along the fence with a minimum of

two signs for less than a 50-foot length.

5. Signs shall bear the words "Live Wires" or "Electric Fence" in indelible letters in English and Spanish.

312.2.7 Required Barrier(s).

1. No electrified fence shall be installed or used unless it is completely surrounded by a perimeter fence that is not less than six (6) feet in height and no more than eight feet in height in accordance with the provisions of section 20.16.030 of the El Paso City Code.
2. The distance between the electrified fence and required perimeter fence shall be a minimum of four inches at its closest point.
3. The perimeter fence between an electrified fence and an adjacent residential zone shall be a masonry fence.
4. If the masonry fence between an electrified fence and an adjacent residential zone is more than three feet from the electrified fence, there shall be a second perimeter fence installed between the electrified fence and the adjacent residential zone that is no more than three feet from the electrified fence.
5. If a code compliant perimeter fence does not exist, a separate permit shall be obtained for the construction of the perimeter fence that shall be constructed prior to the electrified fence installation pursuant to Title 20 of the El Paso City Code.
6. The area between the perimeter wall or fence and the electrified fence shall be kept clear of shrubbery, weeds, trash and debris.

312.2.8 Hours of activation. An electrified fence shall only be energized during the hours when the general public does not have legal access to the protected property.

312.2.9 Fees. The established fee for a permit to install an electrified fence shall be paid by the applicant at the time of filing an application and upon the renewal of the permit.

312.2.10 Barbed Wire, Farm/Ranch.

1. Barbed wire fences installed in conventional multi-strand configuration may be used for the same purpose, the same area, and under the same conditions outlined in Section 312.2.11
2. Wire shall be securely fastened to durable wooden or metal posts, spaced not to exceed fifteen (15) feet center-to-center, and designed to withstand all loads reasonably expected to be imposed upon them.
3. Gates in such fences shall have solid frames, be conventionally hinged, and shall not swing over public property.
4. The use of barbed wire in conjunction with an electric fence is prohibited.

312.2.11 Barbed Wire Other Than Farm/Ranch.

1. Barbed wire may be used as a topping on walls and fences in areas zoned for commercial and manufacturing uses provided such wire is properly attached and secured to risers or outriggers especially designed for this purpose. Such barbed wire

installation shall be placed not less than seven (7) feet above finished grade at any point along the fence, and shall not at any point extend beyond the property line, over the public way, or adjoining property.

2. The use of barbed wire for dwellings or apartments in residential and apartment zones is prohibited.
3. The use of barbed wire in conjunction with an electric fence is prohibited.
4. The use, design and minimum height of barbed wire fence topping shall be determined by the building official for each such installation. Such determination shall be based on the need for barbed wire protection, considering the probable risk or theft or trespass, the character of the neighborhood, and other pertinent factors; the possible hazards to persons; and reasonable consideration of appearance.

312.2.12 Use of Broken Glass. The use of broken glass and similar materials designed to do bodily harm, as a topping for fences and walls is prohibited.

18.08.080 Section 501.2 Address identification, amended.

International Building Code, 2021 Edition, Section 501.2 Address identification is hereby amended to read as follows:

501.2 Premises Identification.

501.2.1 Definitions. For the purposes of administering the numbering of buildings, the following definitions shall apply:

"Building numbering," means those numbers and/or letters as may be needed to identify building(s) at a municipal street address.

"Municipal street address" means the building numbering used in conjunction with the street name and assigned by the Planning Division for the City of El Paso for the purpose of identifying individual properties.

"Prominently displayed" means that which is conspicuously located, readily noticeable, and easily readable from the street during normal daytime atmospheric conditions by the driver of an emergency response vehicle.

"Shopping Mall or Strip Mall" means a building or buildings located on the same lot, containing one (1) or more units, which are utilized by the occupants for business purposes.

501.2.2 Municipal Street Address Identification Required. Building numbering shall be prominently displayed on all buildings for which a municipal street address has been assigned in accordance with the requirements of this Section.

501.2.3 Building Numbering Character Height. Building numbering shall be displayed in characters having a minimum height conforming to the following table:

Distance Building Numbering is Setback from the Street Curb	Minimum Height
Less than 100 ft.	8"
Equal to or greater than 100 ft. but less than 150 ft.	10"
Equal to or greater than 150 ft. but less than 200 ft.	12"

Equal, to or greater than 200 ft.	See 501.2.3.1

501.2.3.1 Where the distance of the building numbering located on the nearest building wall is equal to or greater than 200 ft. from the street curb, building numbering shall be located on a permanent sign that is not more than 50 ft. from the street curb and is in accordance with Chapter 20.66. If no other such permanent sign exists, a permanent sign shall be provided so that the building numbering shall be located not more than 50 ft. from the street curb. Such permanent sign shall be in accordance with Chapter 20.66 of the City Code and numbering shall be sized in accordance with 501.2.3.

501.2.3.2 Building Numbering Characters. The characters used for building numbering shall be oriented so that they read from left to right horizontally, are not wrapped around corners. The characters shall be a simple, block lettering style without serifs and shall not be slanted or italicized. The characters shall be designed and mounted to avoid shadows that diminish the readability.

501.2.3.3 Color. The color contrast between the building numbering characters and the background against which they are viewed shall be sharply contrasted and sufficiently distinct to ensure legibility/readability. The contrasting background color shall extend a minimum of 4" above, below, and on both sides of the building numbering without interference from any other building element, blending of color, or border. These contrasting colors shall be very dark on very light or the reverse and shall be subject to the approval of the Fire Code Official.

501.2.3.4 Visibility and Readability. Building numbering shall be installed and maintained so that it is clearly visible and easily readable from the street and not obscured by any obstructions such as, but not limited to, landscaping, signage, vehicles, off-street parking, other buildings or building elements.

501.2.3.5 Building Numbering Location.

1. When the primary public entry to the building fronts on the addressed street, building numbering shall be located within the upper one-fourth of the building, not to exceed 20 feet above the ground, on the building wall facing the addressed street.
2. On buildings where the public entry does not front the addressed street, building numbering shall be located near the primary public entry and contain the name of the addressed street. In addition, building numbering shall be located within the upper one-fourth of the building, not to exceed 20 feet above the ground, on the building wall facing the addressed street in compliance with all requirements of this Chapter.
3. On buildings that have a canopy or other building element fronting the addressed street, numbering shall be located on the canopy or other building element. Such numbering shall be located on the surface facing the addressed street and located equal distance from the top and bottom of the facade. If the canopy or other building element is closer than 50 feet to the addressed street, such numbering shall also be located on the sides of the canopy.
4. If another permanent structure or sign exists; the building numbering shall be

centered on the face of the permanent structure or sign. Building numbering provided on a permanent sign shall not be included in the calculation of the allowable sign area.

5. On buildings, canopies and other permanent structures or signs where numbering is to be located, and the building, canopy or other permanent structure fronts the street at an angle, such numbering shall be located on the all sides facing the addressed street.
6. On buildings with frontage of 150 feet or more, building numbering shall be located within the upper one-fourth of the building, not to exceed 20 feet above the ground, on the opposing ends of the building wall fronting on the addressed street in accordance with the requirements of this Chapter.
7. In the event that the location of building numbering complying with this subparagraph does not result in compliance with Section 501.2.2, the location shall be as directed by the Fire Code Official.

501.2.3.6 Multiple Individual Occupancies. When a building contains multiple individual occupancies, which have the same municipal street address, each occupancy shall be identified by additional numbers and/or letters, a minimum of six (6) inches high located in close proximity to its primary public entry if the primary entry is from the outside of the building. This requirement shall be in addition to the building numbering of the municipal street address located on the building wall or other structure as required in this Chapter.

501.2.3.7 Multiple Buildings at a Municipal Street Address. When there is more than one (1) building at a municipal street address, the building nearest to the addressed street shall display the numbering and/or lettering of the first and last building separated by a hyphen. Each remaining building shall be further identified by displaying distinguishing numbers and/or letters on at least one (1) wall located near the primary public entry for that building. Such numbering shall be subject to the approval of the Fire Code Official.

501.2.3.8 Buildings with Multiple Street Addresses. When there is more than one (1) municipal street address assigned to buildings located on the same lot, each building shall comply with the building numbering requirements. The building nearest the addressed street shall display the building numbering of the first and last municipal street address separated by a hyphen.

501.2.3.9 Additional Building Numbering. The owner of a property may provide additional building numbering beyond the building numbering required by this Section. Such additional building numbering, when located on a surface facing a street other than the addressed street, shall also contain the name of the addressed street in addition to the addressed numbering. Additional building numbering shall not be subject to the other requirements of this Section.

501.2.4 Appeal. The owner of a property may appeal the determination of the location or color for building numbering by the Fire Code Official to the Construction Board of Appeals in accordance with Chapter 2.30 of the City Code.

501.2.5 Administration and Enforcement. The requirements of this Section shall be administered as part of the building permit and inspection process. The certificate of occupancy shall not be issued unless the building numbering has complied with this Section.

501.2.6 Existing Buildings. All existing buildings and buildings for which the permit application was received prior to January 1, 2006, except residential buildings containing not more than four (4) dwelling units, that were in full compliance with the pre-existing ordinance (Ord. 15963 A (part), 2004), shall comply with this Section within one (1) year of the enactment of this ordinance. All other building that have not been in compliance with the pre-existing ordinance (Ord. 15963 A (part), 2004), shall comply with this Section immediately upon enactment. The pre-existing ordinance (Ord. 15963 A (part), 2004) shall remain in full force an effect until the expiration of one (1) year from the enactment of this ordinance.

501.2.7 Enforcement. The Fire Code Official and the Building Official are authorized to issue a notice to correct and a citation to the owner, manager, operator or person who otherwise controls the use of any property on which the building numbering has not been provided as required by this Section. The Fire Code Official or the Building Official may issue one notice to correct. The owner, manager, operator or person who otherwise controls the use of any property must comply with the requirements of a notice to correct within thirty (30) days of the date a notice was issued.

Section 501.2.8 Violation.

A. It shall be unlawful for any person who owns, manages, operates or otherwise controls the use of any premises subject to regulation under this chapter to fail to comply with all of its provisions.

B. Any person violating any provision of this chapter shall be deemed guilty of a misdemeanor and shall be punished as provided in Sections 114 through 116 of the International Building Code, 2021 Edition.

18.08.090—18.08.110 Reserved.

18.08.120 Section 1101.2 Design, amended.

International Building Code, 2021 Edition, Section 1101.2 Design, is hereby amended to read as follows:

1101.2 Design. Buildings and facilities shall be designed and constructed to be accessible in accordance with this Code, the Texas Accessibility Standards ("TAS") of the Architectural Barriers Act (Chapter 469, Government Code) and the American National Standard of the International Code Council (ICC/ANSI A117.1 2009 Edition).

A. All buildings and structures and their associated sites and facilities including employee work areas shall be made accessible as required by this chapter.

B. The design and construction of accessible building elements shall be in accordance with this chapter and Sections 4.1 through 4.35 of the TAS or its successor and the requirements of this Chapter.

C. TAS, a copy of which, authenticated by the signature of the Mayor and City Clerk, and made a public record by resolution of the City Council, is on file in the City Clerk's Office and except as modified in this Chapter, is hereby adopted and shall be considered an integral part of the Building Code.

Exceptions:

1. Group R3—One- and Two-Family Dwellings. One- and two-family dwellings regulated by the El Paso Residential Code, Chapter 18.10, and their accessory buildings shall be exempt from the requirements of this Section.
2. Group R2 Occupancies. Group R2 Occupancies having not more than four units on a site are exempt from the requirements of this Section.
3. Group R1 occupancies. Group R1 Occupancies that are actually occupied as a residence by the proprietor and that have ten or fewer rooms on a site for rent or hire are exempt from the requirements of this Section.
4. Storage Mezzanines. Mezzanines used solely for storage shall be exempt from the requirements of this Section provided the area of the inaccessible level is less than 2000 square feet.
5. Uninhabitable Spaces. Uninhabitable spaces shall be exempt from the requirements of this Section. For the purposes of this Section, uninhabitable spaces shall mean those spaces accessed only by ladders, catwalks, crawl spaces, very narrow passageways, or non-passenger elevators, and frequented only by service personnel for maintenance purposes.
6. Religious Ritual Places. Places used primarily for religious rituals within either a building or facility of a religious organization such as baptisteries, chancels and/or altars, confessionals and similar places are exempt from the requirements of this Section.

18.08.130 Section 1101.3 Maintenance of Facilities, added.

International Building Code, 2021 Edition, Section 1101.3, Maintenance of Facilities is hereby added to read as follows:

1101.3 Maintenance of Facilities. Any building, facility, dwelling unit, or site that is constructed or altered to be accessible or adaptable under this Section shall be maintained accessible/adaptable during its occupancy.

18.08.140 Section 1101.4 Variances, added.

International Building Code, 2021 Edition, Section 1101.4, Variances, is hereby added to read as follows:

1101.4 Variances. Any exemptions from or modifications of the requirements of the TAS obtained for any project through a variance granted by the Texas Department of Licensing and Regulation (TDLR) shall be deemed a variance under this chapter and approval by the Construction Board of Appeals as described in City Code Chapter 2.30 shall not be required. The building official may issue a conditional building permit, pending final determination from TDLR, provided the applicant submits proof that a variance application for the requested exemption or modification has been submitted to TDLR.

18.08.150 Section 1107.6.1.1.1 Type A units, amended.

International Building Code, 2021 Edition, Section 1107.6.1.1.1 Type A units, is hereby amended to read as follows:

1107.6.2.1.1 Type A units. In Group R-2 occupancies containing more than four (4) dwelling units or sleeping units, at least three (3) percent but not less than one of the units shall be a Type A unit. All units on a site shall be considered to determine the total number of units and the required number of Type A units. Type A units shall be dispersed among the various classes of units. All type A units shall be provided with a roll-in shower and a permanent mounted folding shower seat meeting the specifications and requirements for roll-in showers and mounted folding shower seats in ACC/ANSI 1171.1 — 2003, Section 608.

Exceptions:

1. The number of Type A Units is permitted to be reduced in accordance with Section 1107.7.
2. Existing structures on a site shall not contribute to the total number of units on a site.

18.08.160 Reserved.

18.08.170 Section 1204.1 Equipment and systems, amended.

International Building Code, 2021 Edition, Section 1204.1 Equipment and systems, is hereby amended to read as follows:

1204.1 Equipment and systems. Interior spaces intended for human occupancy shall be provided with active or passive space-heating and cooling systems capable of maintaining an indoor temperature between 68 F (20 C) and 90 F at a point 3 feet above the floor in all habitable spaces. The installation of portable space heaters shall not be used to achieve compliance with this section.

Exception: Interior spaces where the primary purpose is not associated with human comfort.

18.08.180 Section 1804.8 Excavation Greater Than 5 Feet, added.

International Building Code, 2021 Edition, Section 1804.7 Excavation Greater Than 5 Feet, is hereby added to read as follows:

1804.8 Excavation Greater Than 5 Feet. Excavations which will exceed five (5) feet in depth shall provide trench safety systems that meet Occupational Safety and Health Administration (O.S.H.A.) standards. Supporting systems shall be designed by a qualified professional and meet accepted engineering requirements. The building official may require that such supporting system designs be made part of the project drawings and specifications.

18.08.190 Section 2114 Rock Masonry Retaining Walls, Yard Walls and Fences, added.

International Building Code, 2021 Edition, Section 2114 Rock Masonry Retaining Walls, Yard Walls and Fences, is hereby added to read as follows:

Section 2114 Rock Masonry Retaining Walls, Yard Walls and Fences.
2114.1 General.

1. All retaining rock masonry walls, rock yard walls and rock fences shall be so designed as to withstand any normal and special loading which may be expected for the intended use of the structure and no subsequent change of use shall be permitted

without provisions for the additional loading imposed by such new uses. For the purpose of this section, fences are further defined as free-standing structures supporting no vertical weight other than the weight of the materials used in the construction of the fence and resisting no externally applied horizontal loadings other than wind or earthquake forces. Freestanding masonry sign pylons shall be classified as fences.

2. Rock masonry walls used in whole or in part for earth retention, in excess of 24 inches in height, shall be provided with adequate footings of reinforced concrete. Rock walls and fences, which due to inadequate or improper design or deterioration, show indications of becoming unstable or unsafe shall, be considered unsafe. Unsafe walls and fences shall be abated by repair and rehabilitation or by demolition.

3. If a wall is proposed to be built, constructed, or repaired on a common property line, written approval of adjoining property owners must be submitted with the application for a building permit. If the City is the adjoining property owner, written approval of the Zoning Administrator must be requested and submitted with the permit application.

2114.2 Retaining Walls. Permanent excavations with a grade separation exceeding twenty-four (24) inches on a vertical line, as opposed to embankments along the natural angle of repose of the soil material, that are retained with masonry shall have the masonry designed and constructed within the provisions of this chapter. Both residential and non-residential construction shall comply with this section.

2114.2.1 Design and Stability.

1. Walls used to retain more than four (4) feet of earth shall be designed by a registered professional engineer.

2. Walls shall be analyzed as gravity type structures. Native rubble masonry construction spanning between buttresses may be considered as having a flexural tensile/compressive strength of fifteen (15) PSI and an axial compressive strength not to exceed sixty (60) PSI. The effective width (thickness) dimensions for structural strength and stability shall be reduced by six (6) inches unless the wall is constructed utilizing a cast-in-place concrete core to ensure solid construction.

3. Foundation concrete shall be effectively bonded to the supported native stone rubble masonry in order to enable the system to perform as an integral composite unit. Bonding may be accomplished by the use of stones twelve (12) inches or larger in dimension placed in the plastic concrete of the foundation to obtain a minimum of six (6) inch embedment with a six (6) inch projection to bond with the native stone rubble masonry constructed above.

4. Externally applied loadings acting on retaining structures shall be those computed from design conditions but shall be no less than required under Chapter 16 of this Code. Parking areas limited to automobiles and other light vehicles shall require a minimum fifty (50) PSF uniform surcharge loading. A minimum of two hundred fifty (250) PSF uniform surcharge loading or AASHTO Lane Loading (whichever is greater) shall be required for parking areas subject to heavy vehicles.

2114.2.2 Materials.

1. Concrete, reinforcing steel and native stone, shall conform to the requirements of Chapters 19 and 21 of this Code. Structural concrete for foundations shall have a minimum twenty-eight (28) day compressive strength of two thousand five hundred (2500) PSI. Concrete for core fill of gravity retaining walls shall have a minimum twenty-eight (28) day compressive strength of two thousand (2000) PSI.
2. Mortar shall have a minimum twenty-eight (28) day compressive strength, of one thousand eight hundred (1,800) PSI when averaged over three (3) two (2) inch cubes of three (3) three (3) by six (6) inch cylinders in accordance with ASTM C109 or ASTM C780 and shall not contain more than fifteen (15) pounds of ASTM C207, Type S hydrated lime per cubic foot of mortar when mixed by volume. The building official may require submission of test reports confirming compliance with these requirements.

2114.2.3 Construction.

1. Foundations shall bear on native undisturbed soil capable of sustaining the load imparted upon it. Subject to the approval of the building official.
2. Foundation may be built upon mechanically compacted soil (native soils with increased densification or engineered fill materials) upon submittal of evidence that the proposed loadings will be adequately supported.
3. Adequate provisions shall be made to eliminate hydrostatic pressure buildup through the use of a free-draining backfill material over an underground water collection system that will drain through the wall and above the foundation in order to ensure stability of the foundation supporting soil. Random pattern weep holes shall not be considered as sufficient to accomplish required drainage. Retaining structures retaining less than four (4) feet of earth are not required to provide the above drainage system.
4. Foundations must bear a minimum of two (2) feet below finish grade level or one (1) foot into native undisturbed materials satisfactory for bearing (on the low side of the retaining structures) whichever provides the lowest elevation.

2114.2.4 Drawings and Specifications. All structures governed under this section shall be required to submit drawings in accordance with Chapter 18.02 Administrative Code. Such drawings shall include the following:

1. Theoretical calculated soil pressures at the toe and heel of the wall foundation.
2. Factor of safety against horizontal sliding and overturning (tipping) equal to or greater than 1.5.
3. Uniform surcharge loading and soil unit weight used in analysis and design (PCF).
4. Line or strip loadings (PLF) and locations with respect to wall.
5. Assumed unit weight of native stone rubble masonry construction (PCF).
6. Wall thickness and height dimensions with relative positioning for yard wall extensions, retained heights, base widths and foundations.
7. Locations of construction (through-wall) joints, changes in foundation bearing

elevations, positioning, extent and construction of underground drainage against the retaining structure.

2114.3 Yard Walls and Fences. Yard walls and fences of masonry materials shall be considered as non-bearing walls and shall be supported either horizontally or vertically by intersecting fences, pilasters, monolithic columns, integral, with the fence construction of sufficient strength and stability to provide the required structural support. The minimum thickness shall be sufficient to resist all normal vertical and horizontal loads applied to the fence.

2114.3.1 Masonry walls over six (6) feet in height shall be designed as a structural wall by a licensed professional engineer and provided with adequate footings. The design will be reviewed by the building official.

2114.3.2 Design and Stability.

1. The unsupported height to thickness (KH/t) or length to thickness (KL/t) shall not exceed 40, where, K=2.0 for cantilevered conditions, and 1.0 for both ends being supported:
    a. H = Height of fence above foundation
    b. L = Horizontal distance between stiffening elements
    c. t = Thickness of fence
2. In native stone rubble masonry walls with "no mortar" finishes, three (3) inches shall be deducted from the thickness of the fence for each face where this finish is used, when computing the minimum thickness for KH/t, KL/t and structural stability requirements.
3. Lateral support (stiffening elements) shall be provided by intersecting fences, pilasters, monolithic columns integral with the fence construction or other vertical members of sufficient strength and stability to provide the required structural support.
4. Masonry fences, including native stone rubble, shall have each wythe through-bonded with native stone rubble masonry having through-bond stones at a maximum spacing of three (3) feet vertically and three (3) feet horizontally.
5. Adequate strength, and stability to resist overturning, and other stresses for externally applied horizontal loads, shall be provided to the satisfaction of the building official and shall conform to accepted engineering design principles. Wind loading and shape factors shall be as set forth in Chapter 12 of this Code.

2114.3.3 Materials.

1. All materials shall be in accordance with Chapter 21.
2. Masonry fences, including native stone rubble, shall be laid in Type M, S, or N mortar.
3. Masonry fences, including native stone rubble, shall be provided with a reinforced concrete foundation in accordance with the approved subdivision design standards of the City.

18.08.200 Section 3107.1 General, amended.

International Building Code, 2021 Edition, Section 3107 Signs, is hereby amended to read as

follows:

3107.1 General. Signs shall comply with the Zoning Ordinance and shall be designed, constructed and maintained in accordance with this Code.

18.08.210 Section 3201.1 Scope, amended.

International Building Code, 2021 Edition, Section 3201.1 Scope, is hereby amended to read as follows:

3201.1 Scope. The use of public property or any portion thereof, shall be in accordance with the City Charter, Section 3.18 and the provisions of this Chapter.

18.08.220 Section 3305.2 Temporary Facilities, added.

International Building Code, 2021 Edition, Section 3305.2 Temporary Facilities, is hereby added to read as follows:

3305.2 Temporary Facilities. Adequate sanitary facilities for the convenience of all workmen shall be provided according to Table 3305.1. Required facilities shall be located not more than one hundred (100) feet from the construction site, and shall not be within sixty (60) feet of any occupied structure, unless the occupant of such structure consents, or unless it is impracticable to locate the facilities the required minimum distance from the structure. Existing facilities owned by others may be used provided permission for their use is obtained and only if such facilities comply with the requirements or this section.

3305.3 Facilities shall be kept in a clean and sanitary condition throughout the duration of the work. The temporary workman's toilet shall be enclosed, screened, and weatherproofed and shall be connected to a sewer. Upon removal of the temporary facilities, the sewer connections shall be removed and the sewer capped. In lieu of connecting to a sewer, the temporary facility may be a portable, enclosed, chemically treated, tank-tight unit.

Table 3305.1 Number of Employees Minimum Number of Toilet Facilities

If Serviced Once Per Week*	
1—10	1
11—20	2
21—30	3
31—40	4
Over 40	1 additional facility for each 10 additional employees
If serviced more than once per week*	
1—15	1
16—35	2
36—55	3
56—75	4
76—95	5

Over 95	1 additional facility for each 20 additional employees

*"Servicing" refers to the emptying of waste and the cleaning of the toilet facility. A camp equipped with flush toilets shall meet the standard for "minimum number of toilet facilities if serviced more than once per week".

18.08.221 Section 3401.1 Compliance, amended.

International Building Code, 2021 Edition, Section 3401.1 Compliance, is hereby amended to read as follows:

3401.1 Compliance. Alterations or repairs to existing buildings and structures shall comply with the provisions for alterations or repairs in the International Existing Building Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, International Property Maintenance Code, International Private Sewage Disposal Code, International Residential Code and NFPA 70. Any alterations or repairs to existing structures made solely in order to improve accessibility shall comply with the provisions for alterations or repairs in this Code, provided however, that nothing in this Code shall require the entire existing structure to be brought into current code compliance. Any exterior site modifications that are required by this Code as a result of the alterations or repairs may be deferred for a period of up to 5 years provided however, that such are not required by Federal or State law.

18.08.222 Section 3401.2 General, amended.

International Building Code, 2021 Edition, Section 3401.2 General, is hereby amended to read as follows:

33401.2 General. Additions to existing buildings or structures shall comply with the requirements of this code for new construction. Any addition to existing structures made solely to improve accessibility shall comply with the provisions for new construction in this Code, provided however, that nothing in this Code shall require the remaining existing structure to be brought into current code compliance. Any exterior site modifications that are required as a result of such addition may be deferred for a period of up to 5 years.

18.08.230 Appendix C, Group U-Agricultural Buildings, adopted.

International Building Code, 2021 Edition, Appendix C, Group U-Agricultural Buildings, is hereby adopted in its entirety.

18.08.240 Appendix D, Fire Districts, adopted and amended. Added

International Building Code, 2021 Edition, Appendix D, Fire Districts, is hereby adopted and Sections D101.1.1.1 is hereby added to read as follows: The Fire District shall include such territory as defined herein.

D101.1.1.1 Fire District No. 1. Fire District No. 1 shall include the following portion of the City of El Paso, which is more particularly described by metes and bounds, as follows:

Beginning at the intersection of the east line of Santa Fe Street with the south line of Missouri Street; Thence northeasterly along the south line of Missouri Street to the west line of Campbell Street; Thence southeasterly and southerly along the west line of Campbell Street to the north line of Overland Street; Thence westerly along the north line of Overland Street to the west line of El Paso Street; Thence southerly along the west line of El Paso Street to the north line of Overland Street; Thence westerly along the north line of Overland Street to the east line of Santa Fe Street; Thence northerly and northwesterly along the east line of Santa Fe Street to the point of beginning at the south line of Missouri Street.

18.08.250 Appendix E, Supplementary Accessibility Requirements, adopted.

International Building Code, 2021 Edition, Appendix E, Supplementary Accessibility Requirements, is hereby adopted in its entirety.

18.08.252 Appendix F, Rodent proofing, adopted.

International Building Code, 2021 Edition, Appendix F, Rodent Proofing, is hereby adopted in its entirety.

18.08.254 Appendix G, Flood Resistant Construction, adopted.

International Building Code, 2021 Edition, Appendix G, Flood Resistant Construction, is hereby adopted in its entirety.

18.08.260 Appendix I, Patio Covers, adopted.

International Building Code, 2021 Edition, Appendix I, Patio Covers, is hereby adopted in its entirety.

18.08.262 Appendix J, Grading, adopted.

International Building Code, 2021 Edition, Appendix J, Grading, is hereby adopted in its entirety.

18.08.270 Appendix K, Administrative Provisions, adopted.

International Building Code, 2021 Edition, Appendix K, Administrative Provisions, is hereby adopted in its entirety.

18.08.280 Appendices.

International Building Code, 2021 Edition, Appendices.

The appendices unless specifically adopted or referenced are retained as administrative guidance aids.

18.08.290 Conflicting ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this chapter are hereby repealed.

18.08.300 Violations and Penalties.

Any person, firm, corporation or agent who shall violate a provision of this Code or of the technical codes, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish or move any structure, electrical, gas, mechanical or plumbing system, or has erected, constructed, altered, repaired, moved or demolished a building, structure, electrical, gas, mechanical or plumbing system; in violation of a detailed statement or drawing submitted and permitted thereunder, shall be deemed guilty of a misdemeanor and punished by a fine not to exceed two thousand dollars. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this Code or of the technical codes is committed or continued.

SECTION 3. That Title 18 (Building and Construction), Chapter 18.10 (Residential Code) is hereby amended as follows:

Chapter 18.10 - RESIDENTIAL CODE

18.10.010 Short title.

This chapter may be cited as the "Residential Code."

18.10.020 Adoption.

The book entitled "International Residential Code, For One- and Two-Family Dwellings" 2021 Edition, a copy of which authenticated by the City Clerk is on file in the City Clerk's Office, is adopted as the Residential Code of the City, as fully as if copied at length in this chapter, but with the amendments set forth in this chapter and Chapter 18.02, the Building and Administrative Code of the City of El Paso.

18.10.030 Section R101.2 Scope.

International Residential Code, 2021 Edition, R101.2 Scope, is hereby adopted in its entirety.

18.10.040 - Section R105.2 Work exempt from permit

Exemption from *permit* requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this *jurisdiction.* Permits shall not be required for the following construction work:

Building:

1. One-story detached accessory storage building, canopy or structure, located in the rear yard, less than two hundred square feet in floor area and not within 5 feet of another structure, eave to eave. This exemption shall be restricted to only one accessory building within a site.
2. Masonry landscape walls and fences not over forty-two inches high, completely within the subject property and meeting zoning requirements. Where there is a difference in elevation between abutting properties or property lines, the height measurement shall be taken from the high side of the wall, exclusive of retaining walls.
    a. Chain link or wrought iron fences not over six feet high, completely within the subject property and meeting zoning requirements.
3. Concrete walks, slabs on grade and driveways not more than thirty inches above grade, that are not over a basement or story below; and that will not serve as foundation or structural support for future construction, and are not located in public right-of-way.
4. Ordinary minor nonstructural repair work such as painting, papering, siding and similar finish work.
5. Movable cases, cabinets, counters, and partitions not over five feet nine inches high that do not establish a corridor.
6. Swimming pools, wading pools or ponds that are in-ground or above ground containing a

body of water less than twenty-four inches in depth and less than five thousand gallons of water.

7. Replacement of less than twenty-five percent of existing roof covering on residential structures only.
8. Swings and other playground equipment.

Mechanical:

1. Portable heating appliances.
2. Portable ventilation equipment.
3. Portable cooling units.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by the technical codes.
5. Replacement of any part which does not alter its approval or make it unsafe.
6. Portable evaporative coolers.
7. Self-contained refrigeration systems containing ten pounds (4.54 kg) or less of refrigerant and actuated by motors of one horsepower (746 W) or less.

Electrical:

1. Wiring devices or equipment installed by telephone, telegraph or other public service corporations used solely for the transmission of two-way communication.
2. Portable appliances or devices conforming to the electrical code, for operation from a receptacle outlet, provided such appliances are rated at no more than eighty percent of the branch circuit overprotective device.
3. Replacing or repairing flash or snap switches, receptacles, drop cords, replacing fuses, changing lamp sockets, or any other minor repairs of joints in wiring, fixtures, devices or equipment.
4. Ceiling fans, light fixtures, receptacle outlets or similar devices added onto an existing electrical circuit which has adequate capacity for the additional load in a one- or two-family residence; provided, however, that the work is performed by:
    a. A homeowner, on property that is their primary residence; or
    b. A master, journeyman or maintenance electrician licensed in accordance with Section 18.02.104.6.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe; provided, however, that if any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a *permit* shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the

removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

18.10.050 Section R301.2 Climatic and geographic design criteria, amended.

International Residential Code, 2021 Edition, Section R301.2 Climatic and Geographic Design Criteria is hereby amended by completing Table 301.2(1), Climatic and Geographic Design Criteria, to read as follows:

Table R301.2(1)

Climatic and Geographic Design Criteria

Ground Snow Load	Wind Design				Seismic Design Category[f]	Subject To Damage From			Ice Barrier Underlayment Required[h]	Flood Hazards[g]	Air Freezing Index[i]	Mean Annual Temp[j]
	Speed[d] (mph)	Topographic effects[k]	Special wind region[l]	Wind-borne debris zone[m]		Weathering[a]	Frost line depth[b]	Termite[c]				
5 PSF	105	No	No	No	C	Negligible	6"	Moderate to Heavy	No	Municipal Code Sec. 18.60	1500	75° F

Manual J Design Criteria

Elevation	Altitude Correction Factor	Coincident wet bulb	Indoor winter design dry-bulb temperature	Indoor winter design dry-bulb temperature	Outdoor winter design dry-bulb temperature	Heating temperature difference
3918	0.87	64°	72°	72°	25°	47°
Latitude	Daily Range	Indoor summer design relative humidity	Summer Design Grains	Indoor summer design dry-bulb temperature	Outdoor summer design dry-bulb temperature	Cooling temperature difference
31°	High (more than 25°F)	75° (50% R.H.)	-26	75°	98°	23°

18.10.050.1 Section R302.1 Exterior walls, amended.

International Residential Code, 2021 Edition, Section R302.1, Exterior walls, is hereby amended to add the following exceptions to read as follows:

6. Zero lot line properties where all of the following apply:
   a. A minimum of 10 feet is provided between structures; and
   b. Glazing is limited to a height of not less than 14 feet from grade level; and
   c. Glazing is not more than 10% of the wall; and
   d. Openings are prohibited; and
   e. Where eaves are present they shall not extend more than 12 inches from the wall (including any required gutters) and eaves shall be fire rated.
7. Where all structures are provided with sprinkler systems.

18.10.060 Section R303.10 Required heating, amended.

International Residential Code, 2021 Edition, Section R303.8, Required heating, is hereby amended to read as follows:

R303.10 Required heating and cooling. Interior spaces intended for human occupancy shall be provided with active or passive space-heating and cooling systems capable of maintaining an indoor temperature between 68 F (20 C) and 90 F at a point 3 feet above the floor and 2 feet from exterior walls in all habitable spaces. The installation of portable space heaters shall not be used to achieve compliance with this section.

18.10.070 Reserved.

18.10.080 Section R313 Automatic Fire Sprinkler Systems, deleted.

International Residential Code, 2021 Edition, Section R313, Automatic Fire Sprinkler Systems, is hereby deleted in its entirety.

18.10.090 Section R319 Site Address, amended.

International Residential Code, 2021 Edition, Section R319, Site Address, is hereby amended to read as follows:

SECTION R319 SITE ADDRESS

R319.1 Building Numbering.
R319.1.1 Definitions.
For the purpose of administering the numbering of buildings, the following definitions shall apply:

1. "Building Numbering" means those numbers and/or letters as may be needed to identify building(s) at a municipal street address.

2. "Municipal Street Address" means the building numbering used in conjunction with the street name and assigned by the Planning Division of the City of El Paso for the purposes of identifying individual properties.
3. "Prominently Displayed" means that which is uniformly located, readily noticeable, and easily readable from the street during normal daytime atmospheric conditions by a person having normal vision.

R319.1.2 Municipal Street Address Identification. Building numbering shall be displayed on all buildings for which a municipal street address has been assigned. In order to provide for the prominent display and uniform location of municipal street addresses, residential building numbering shall comply with the following:

1. Building numbering shall be displayed in characters having a minimum height of four (4) inches.
2. For properties fronting on a street with curbs, building numbering shall be mounted or painted on the face of the curb in close proximity to the entry driveway. In the case of a corner property fronting on two streets with the driveway located on the street that is not the street name of the municipal street address, the building numbering shall be mounted or painted in a prominent location on the face of the curb fronting on the addressed Street.
3. For other properties, building numbering shall be located on the building wall fronting the addressed street or on another permanent structure that fronts on the addressed street and is closer to the street than the building wall.
4. It is recommended, but not required, that building numbering for residential buildings meet the requirements of building numbering for other buildings described in Chapter 18.08.

R319.1.3 Administration and Enforcement. The requirements of this Section shall be administered as part of the building permit and inspection process. The building official shall refuse the issuance of a final inspection and certificate of occupancy unless the building numbering has been provided as required by this Section.

R319.1.4 Alternate Building Numbering Location. The building official shall be authorized to approve alternate location(s) for building numbering required under this Section when the owner of the property satisfactorily demonstrate that the alternate location(s) provide(s) an equivalent degree of visibility and readability.

18.10.100 Section R320 Accessibility, deleted.

International Residential Code, 2021 Edition, Section R320, Accessibility, is hereby is deleted in its entirety.

18.10.110 Section R506.1 General, amended.

International Residential Code, 2021 Edition, Section R506.1, General, is hereby amended to read as follows:

R506.1 General. Concrete slab-on-ground floors shall be a minimum of 3.5 inches (89 mm) (for expansive soils, see Section R403.1.8). The specified compressive strength of concrete shall be as set forth in Section R402.2.

Slabs shall be constructed with control joints having a depth of at least one-fourth the slab thickness, and joints shall be spaced at intervals not more than 30 feet in each direction and slabs not rectangular in shape shall have control joints across the slab at points of offset, if offset exceeds 10 feet.

Exception: Control joints are not required or may exceed 30-foot intervals where welded wire fabric or equivalent is provided in accordance with Table 506. The welded fabric or equivalent material shall be placed at mid-depth of the slab or 2 inches from the top surface for slabs more than 4 inches in thickness.

Table 506							
Maximum Dimension of Slab or Distance Between Control Joints (Feet) Slab Thickness (Inches)						WWF Wire Spacing (Inches)	WWF Wire Size Designation
3.5	4.0	4.5	5.0	5.5	6.0		
42	36	32	29	26	24	6×6	W1.4 × W1.4
59	52	42	42	38	35	6×6	W2.0 × W2.0
86	75	60	60	55	50	6×6	W2.9 × W2.9

Values in table are based on reinforcement with yield strength of 65,000 psi.

18.10.120 Section R802.10.2 Design, amended.

International Residential Code, 2021 Edition, Section R802.10.2 Design, is hereby amended to add the following sentence at the end of the section, to read as follows:

R802.10.2 Design. The truss design drawings shall be prepared, signed, and sealed by a registered professional engineer, licensed in Texas.

18.10.130 Reserved.

18.10.140 Section M1201.2 Application, amended.

International Residential Code, 2021 Edition, Section M1201.2 Application, is hereby amended to read as follows:

M1201.2 Application. In addition to the general administrative requirements of Chapter 18.02, Building and Construction Administrative Code, the provisions of this Chapter shall also apply to the requirements of Chapters 13 through 24.

18.10.150 Section M1413 Evaporative Cooling Equipment, amended.

International Residential Code, 2021 Edition, Section M1413, Evaporative Cooling Equipment, is hereby amended to read as follows:

M1413 Evaporative Cooling.

M1413.1 General. Every evaporative cooler installed in, on or adjacent to any building as a part of a cooling or air conditioning system shall comply with these provisions.

M1413.2 Location.

M1413.2.1 No evaporative cooler shall be installed so as to obstruct any required means of egress nor reduce passage of required light and air.

M1413.2.2 Evaporative cooler installations that extend beyond the exterior line of a structure shall comply with Building Code and Zoning Regulations as to allowable projection and overhead clearance. Evaporative cooler structures which project more than eighteen inches (18") into a traveled right-of-way shall maintain a minimum clearance of fourteen feet (14') above grade.

M1413.3 Materials of Construction. M1413.3.1 All evaporative cooler blowers and cabinets, including pan, corner posts, top and pad frames, shall be constructed of non-combustible materials or approved plastics as defined below. Evaporative pads and interior water circulatory systems need not be of non-combustible materials.

M1413.3.2 Approved Plastics. Approved plastic or reinforced plastic materials shall be those which are classified 94-5V in accordance with Underwriters Laboratory Test 94-5V "Vertical Burning Test for Classifying Materials".

M1413.3.3 Evidence of Compliance. Evidence of compliance with the requirements of Section M1413.3.1 to 1413.3.2 shall accompany all equipment installed within the City of El Paso.

M1413.4. Electrical Connections. Electrical components and installations shall conform to the El Paso Electrical Code. The blower motor and water recirculation pump shall be internally protected to shut-off automatically in the event of an electrical overload or excessive temperature. The maximum shut-off temperature shall be: (1) blower motor, 105°C; and (2) pump, 135°C.

M1413.5 Plumbing Connections. Water connections and materials shall conform to the El Paso Plumbing Code.

M1413.6 Structural Supports. Evaporative cooler fastenings, including mounts, platforms and frames, shall be of non-combustible material and shall be of sufficient size and strength to meet the requirements of the International Building Code.

M1413.7 Water Supply.

M1413.7.1 Bleeder Lines Prohibited. New and replacement evaporative coolers shall not be provided or installed with bleeder lines.

M1413.7.2 Automatic water draining System Required. An automatic water draining system shall be provided for all evaporative coolers for which the cooler manufacturer requires the use of a bleeder line. The automatic water draining system shall operate on a periodic basis of not less than a 4-hour interval between operation times and shall be capable of fully draining the water from the cooler pan. The automatic draining system shall either discharge into the building drainage system through an indirect waste piping system complying with Section 802 of the Plumbing Code or shall be conducted to the exterior of

the building or structure, and shall be discharged so that the effluent is used for watering landscaping or other outdoor vegetation. In no event shall drainage from coolers be wasted into or upon the public way.

18.10.155 Section M1601.1 (9), added.

Flexible air ducts in residential installations are limited to 10 feet in length unless an engineered design is provided.

18.10.160 Section G2404.1.2 Manufactured homes, added.

International Residential Code, 2021 Edition, Section G2404.1.2, Manufactured Homes, is hereby added to read as follows:

G2404.1.2 Manufactured Homes. Appliance installations in manufactured housing meeting the requirements of the Texas Manufactured Housing Standards Act, or in industrialized housing or industrialized buildings meeting the requirements of the Texas Industrialized Housing and Building Act or bearing the Federal Compliance Plate (ANSI-A119.1), including the appliance connections and the fuel gas piping system, shall not be subject to the provisions of this Code except for the test provisions of Sections G2417.4.1 and G2417.4.2.

18.10.170 Section G2412.2 (401.2) Liquefied petroleum gas storage, amended.

International Residential Code, 2021 Edition, Section G2412.2, Liquefied petroleum gas storage, is hereby amended to read as follows:

G2412.2 Liquefied Petroleum Gas.

G2412.2.1 Liquefied Petroleum Gas Storage. The storage system for liquefied petroleum gas shall be designed and installed in accordance with the Fire Code.

G2412.2.2 Liquefied Petroleum Gas Service. Liquefied Petroleum Gas systems shall not be installed in Group R1, R2, R3 and R4 occupancies when a natural gas utility supply pipe is available within 300 feet of the buildings.

18.10.180 Section G2412.11 Meter location, added.

International Residential Code, 2021 Edition, Section G2412.11, Meter Location, is hereby added to read as follows:

G2412.11 Meter Location. A meter location, when required, shall be provided for the property or premises to be served. The location shall be such that the meter and connections are accessible in order that they may be read or changed. Space requirements, dimensions, and type of installation shall be acceptable to the gas company. Meter location will be determined by the utility company in conformance with their service franchise.

18.10.190 Section G2415.3.1 Prohibited locations, added.

International Residential Code, 2021 Edition, Section G2415.3, Piping in concealed locations, is hereby amended to read as follows:

G2415.3 Piping in Concealed Locations. Portions of a piping system installed in concealed locations shall not have unions, tubing fittings, bushings, compression couplings and swing joints made by combinations of fittings.

Exceptions:

1. Tubing joined by brazing.
2. Fittings listed for use in concealed locations.

18.10.200 Section G2417.4 (406.4) Test pressure measurement, amended.

International Residential Code, 2021 Edition, Section G2417.4 Test Pressure Measurement, is hereby amended to read as follows:

G2417.4 Test Pressure Measurement. Test pressure shall be measured with a manometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made. Mechanical gauges used to measure test pressures shall have a range such that the highest end of the scale is not greater than two (2) times the test pressure. Tests requiring a pressure of 10 psi or less shall utilize a testing gauge having increments of 0.20 psi or less. Tests requiring a pressure greater than 10 psi but less than or equal to 60 psi shall utilize a testing gauge having increments of 1 psi or less.

G2417.4.1 Test Pressure. Low pressure gas piping shall withstand a pressure of at least 10 psi or 16 inches of mercury. Higher pressure gas piping shall withstand a pressure of at least 60 psi on a clock gauge with a printed record chart. For the purposes of this section, "low pressure" shall mean pressure equal to or less than 0.5 psi.

G2417.4.2 Test duration. Test duration shall be not less than 15 minutes for low pressure gas piping and not less than 4 hours for higher pressure gas piping.

18.10.210 Section P2501.2 Application, amended.

International Residential Code, 2021 Edition, Section P2501.2 Application, is hereby amended to read as follows:

P2501.2 Application. In addition to the general administrative requirements of Chapter 18.02, Building and Construction Administrative Code of the El Paso City Code, the provisions of this Chapter shall also apply to the plumbing requirements of Chapters 25 through 32.

18.10.220 Section P2602.1 General, amended.

International Residential Code, 2021 Edition, Section P2602.1, General, is hereby amended to read as follows:

P2602.1 General. The water distribution and drainage system of any building or premises where plumbing fixtures are installed shall be connected to a public water supply and to a public sewer system.

Exception:

1. Bathtubs, showers, lavatories, clothes washers and laundry sinks shall not be required to discharge to the sanitary drainage system where such fixtures discharge to an approved gray water recycling system. Evaporative coolers automatic water draining systems may discharge to an approved gray water recycling system.
2. When a public sewer is not available within 300 feet of the building for use, an individual or private sewage disposal system may be utilized provided that such system is designed, installed and maintained in accordance with the requirements of Chapter 18.21 of the Municipal Code.

18.10.230 Section P2603.5.2 Protection of Water Service Entrance, added.

International Residential Code, 2021 Edition, Section P2903.1.1 Protection of Water Service Entrance, is hereby added to read as follows:

P2603.5.2 Protection of Water Service Entrance. Water service entrance and risers to all structures shall be on the heated side of a conditioned space.

18.10.240 Section P2603.5.3Plumbing within exterior walls, added.

International Residential Code, 2021 Edition, Section 2903.1.2 Plumbing within exterior walls, is hereby added to read as follows:

P2603.5.3 Plumbing within exterior walls. Placement of plumbing within exterior walls is prohibited unless the walls are at minimum, 2 by 6 walls and adequate provision is made to protect such pipes from freezing in accordance with Section 305.6 of the International Plumbing Code. Placement of water lines in ceiling areas is prohibited unless the water lines are placed on the warm side with a minimum of 10 inch insulation on the exterior/roof side of the structure.

Exceptions:

a. A service entrance may enter a non-conditioned space provided that the riser/service entrance is within an approved, heated valve protective enclosure also known as a "hot box", or
b. Cross linked polyethylene, also known as PEX, or approved equal, is used as the service entrance material, and
c. Any hose bibs installed shall be freeze proof.

18.10.250 Section P2709.2 Lining required, amended.

International Residential Code, 2021 Edition, Section P2709.2, Lining required, is hereby amended to read as follows:

P2709.2 Lining Required. All shower receptors shall be provided with an approved lining, except as noted herein. The adjoining walls and floors, enclosing field-constructed shower receptors shall be lined with copper or other approved materials listed in this Code, extending not less than three (3) inches beyond or around the rough jambs and not less than three (3) inches above finished thresholds. Recessed shower compartments need not be lined, provided the compartment is formed of concrete, is recessed a minimum of four (4) inches below the adjacent floor level, and the concrete is not less than three and one-half (3½) inches thick with

an ultimate compressive strength of not less than two thousand (2000) pounds per square inch.

18.10.260 Section P2709.2.3 Hot-mopping, deleted.

International Residential Code, 2021 Edition, Section P2709.2.3, Hot-Mopping, is hereby deleted in its entirety.

18.10.270 Reserved.

18.10.280 Reserved

18.10.280 Section P2903.3.3 Accessibility, added.

International Residential Code, 2021 Edition, Section P2903.3.3, Accessibility, is hereby added to read as follows:

2903.3.2 Accessibility. Installation shall be such as to make the regulator accessible without excavating or removing permanent structural or finished portions of the structure.

18.10.290 Section P2903.12 Under concrete slabs, added.

International Residential Code, 2021 Edition Section P2903.12, Under Concrete Slabs, is hereby added to read as follows:

P2903.12 Under Concrete Slabs. Inaccessible water distribution piping under slabs shall be copper water tube minimum Type L, brass, ductile iron pressure pipe, chlorinated polyvinyl chloride (CPVC) or crosslinked polyethylene (PEX) plastic pipe or tubing—all to be installed with approved fittings or bends. The minimum pressure rating for plastic pipe or tubing installed under slabs shall be 100 psi at 180°F.

18.10.300 Reserved

18.10.301 Section P3005.2.3 Building drain and building sewer junction, amended.

International Residential Code, 2021 Edition, Section P3005.2.3, Building Drain and Building Sewer Junction, is hereby amended to read as follows:

P3005.2.3 Building Drain and Building Sewer Junction. There shall be a cleanout within 10 feet of the junction of the building drain and the building sewer. The cleanout shall be outside the building and shall be brought up to the finished ground level. An approved two-way cleanout is allowed to be used at this location to serve as a required cleanout for both the building drain and building sewer.

18.10.310 Part VIII Electrical, deleted.

International Residential Code, 2021 Edition, Part VIII—Electrical, is hereby deleted in its entirety and the following shall substitute in its stead:

Chapter 18.16 Adopted. The provisions of Chapter 18.16, City of El Paso Electrical Code, shall regulate the installation of electrical systems, equipment and components, indoors and outdoors that are within the scope of this Code, including services, power distribution systems, fixtures, appliances, devices and appurtenances.

18.10.311 Appendix AA, Sizing and Capacities of Gas Piping.

International Residential Code, 2021 Edition Appendix AA, Sizing and Capacities of Gas Piping is hereby adopted in its entirety.

18.10.312 Appendix AB, Sizing of Venting Serving Appliances Equip with Draft Hoods, Category I Appliances, and Appliances listed for Use with Type B Vents.

International Residential Code, 2021 Edition Appendix AB, Sizing of venting Serving Appliances Equip with Draft Hoods, Category I Appliances, and Appliances for Use with Type B Hoods, is hereby adopted in its entirety.

18.10.313 Appendix AC, Exit Terminals of Mechanical Draft and Direct-Vent Venting Systems.

International Residential Code, 2021 Edition Appendix AC, Exit terminals of Mechanical Draft and Direct-Vent Venting Systems, is hereby adopted in its entirety.

18.10.320 Appendix AE, Manufactured Housing Used as Dwellings, adopted.

International Residential Code, 2021 Edition, Appendix AE, Manufactured Housing Used as Dwellings is hereby adopted in its entirety.

18.10.321 Appendix AG, Piping Standards for Various Applications.

International Residential Code, 2021 Edition Appendix AG, Piping Standards for Various Applications, is hereby adopted in its entirety.

18.10.330 Section AE101.1 General, amended.

International Residential Code, 2021 Edition, Section AE101.1 General, is hereby amended to read as follows:

Section AE101 General. These provisions shall be applicable only to a manufactured home used as a single-dwelling unit and shall apply to the following:

1. Construction, alteration and repair of any foundation system which is necessary to provide for the installation of a manufactured home unit.
2. Construction, installation, addition, alteration, repair or maintenance of the building service equipment which is necessary for connecting manufactured homes to water, fuel or power supplies and sewage systems.
3. Alterations, additions or repairs to existing manufactured homes. The construction, alteration, moving, demolition, repair and use of accessory buildings and structures

and their building service equipment shall comply with the requirements of the Municipal Code.

These provisions shall not be applicable to the design and construction of manufactured homes nor shall they be deemed to authorize either modifications or additions to manufactured homes where otherwise prohibited.

18.10.340 Reserved.

18.10.350 Appendix AH, Patio Covers, adopted.

International Residential Code, 2021 Edition, Appendix AH, Patio Covers, is hereby adopted in its entirety.

18.10.360 Appendix AK, Sound Transmission, adopted.

International Residential Code, 2021 Edition, Appendix AK, Sound Transmission, is hereby adopted in its entirety.

18.10.361 Appendix AM, Home Day Care—R-3 Occupancy.

International Residential Code, 2021 Edition Appendix AM, Home Day Care—R-3 Occupancy, is hereby adopted in its entirety.

18.10.362 Appendix AN, Venting Methods.

International Residential Code, 2021 Edition Appendix AN, Venting methods, is hereby adopted in its entirety.

18.10.363 Appendix AP, Sizing of Water Piping Systems.

International Residential Code, 2021 Edition Appendix AP, Venting methods, is hereby adopted in its entirety.

18.10.364 Appendix AQ, Tiny Houses.

International Residential Code, 2021 Edition Appendix AQ, Tiny Houses, is hereby adopted in its entirety.

18.10.365 Appendix AR, Light Straw Construction.

International Residential Code, 2021 Edition Appendix R, Light Straw Construction, is hereby adopted in its entirety.

18.10.366 Appendix AS, Strawbale Construction.

International Residential Code, 2021 Edition Appendix AS, Strawbale Construction, is hereby adopted in its entirety.

18.10.367 Appendix U, Solar ready Provisions—Detached One & Two Family Dwellings, Multiple Single Family Dwellings (Townhouses)

International Residential Code, 2021 Edition Appendix U, Solar-Ready Provisions, Detached One and Two Family Dwellings, Multiple Family Dwellings (Townhouses), is hereby adopted in its entirety.

18.10.370 Reserved.

18.10.380 Appendices.

International Residential Code, 2021 Edition, Appendices unless specifically adopted or referenced are retained as administrative guidance aids.

18.10.390 Conflicting ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this chapter are hereby repealed as follows: Ordinance No. 014729 dated 12/12/2000, Ordinance No. 15967 dated 12-14-2004 and Ordinance No. 18510 dated 5-31-2016.

18.10.400 Violations and Penalties.

Any person, firm, corporation or agent who shall violate a provision of this Code or of the technical codes, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish or move any structure, electrical, gas, mechanical or plumbing system, or has erected, constructed, altered, repaired, moved or demolished a building, structure, electrical, gas, mechanical or plumbing system; in violation of a detailed statement or drawing submitted and permitted thereunder, shall be deemed guilty of a misdemeanor and punished by a fine not to exceed two thousand dollars. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this Code or of the technical codes is committed or continued.

SECTION 4. That Title 18 (Building and Construction), Chapter 18.12 (Mechanical Code) is hereby amended as follows:

Chapter 18.12 MECHANICAL CODE

18.12.010 Short title.

This chapter may be cited as the "Mechanical Code."

18.12.020 Adoption.

The book entitled "International Mechanical Code," 2021 Edition, a copy of which authenticated by the City Clerk is on file in the City Clerk's Office, is adopted as the Mechanical Code of the City, as fully as if copied at length in this chapter, but with the changes set forth in this chapter and Chapter 18.02, the Building and Administrative Code of the City of El Paso.

18.12.025 Reserved

18.12.030 Section 309.1 Space-heating systems, amended.

International Mechanical Code, 2021 Edition, Section 309.1 Space-heating systems, is hereby amended to read as follows:

> **309.1 Space-heating and cooling systems.** Interior spaces intended for human occupancy shall be provided with active or passive space-heating and cooling systems capable of maintaining an indoor temperature between 68°F (20°C) and 90°F at a point 3 feet above the floor in all habitable spaces. The installation of portable space heaters shall not be used to achieve compliance with this section.
>
> **Exceptions:**
>
> 1. Interior spaces where the primary purpose is not associated with human comfort.
> 2. roup F, H, S and U occupancies

18.12.040 Section 507.2.6 Clearance for Type I hood, amended.

International Mechanical Code, 2021 Edition, Section 507.2.6 Clearances for Standard Type I and Type I labeled for zero clearance hoods is hereby amended to read as follows:

> **507.2.6 Clearances for Standard Type I and Type I labeled for zero clearance hoods.** All Type I hoods shall be installed with a clearance to combustibles of not less than 18 inches (457 mm).
>
> **Exception:** Clearance shall not be required from ⅝-inch or thicker Type X gypsum wallboard, ½-inch or thicker (12.7 mm) Type C gypsum wallboard or ½-inch (12.7 mm) or thicker cementitious wallboard attached to noncombustible structures provided that a smooth, cleanable, nonabsorbent and noncombustible material is installed between the hood and the gypsum or cementitious wallboard over an area extending not less than 18 inches (457 mm)

beside and above the hood and shall extend to the floor below the hood. There shall be no combustible structure below the hood or within 18-inches in any direction, below the hood. Reduced clearances shown on hood tags are not approved.

18.12.040.1 Section 508.1.1 Makeup air temperature, amended.

International Mechanical Code, 2021 Edition, Section 508.1.1 Makeup air temperature, is hereby amended to read as follows:

508.1.1 Makeup air temperature. The temperature difference between makeup air and the air in the conditioned space shall not exceed 10°F (6°C) for heating and 15° for cooling except where the added heating and cooling loads or the makeup air do not exceed the capacity of the HVAC system.

18.12.050 Section 510.4 Independent system, Exception 9, added.

International Mechanical Code, 2021 Edition, Section 510.4 Independent system, is hereby amended to add Exception 9 at the end of the section, to read as follows:

510.4 Independent system.
Exception:
9. Contaminated air shall not be recirculated. Air containing explosive or flammable vapors, fumes or dusts; flammable, highly toxic or toxic gases; or radioactive materials shall be considered to be contaminated.

18.12.060 Section 603.6.1.1 Duct length, amended.

International Mechanical Code, 2021 Edition, Section 603.6.1.1 Duct length, is hereby amended to read as follows:

603.6.1.1 Duct length. In commercial Installations Flexible air ducts and connectors shall be limited to ten (10) feet in maximum length.

603.6.1.2 Duct length. In residential Installations flexible duct, if engineered design, the length will be unlimited.

18.12.070 Section 908.6, Drainage, amended.

International Mechanical Code, 2021 Edition, Section 908.6, Drainage, is hereby amended to read as follows:

908.6 Drainage. Water from such units shall be discharged into an approved disposal system in accordance with the Plumbing Code. All water supply, waste water and connections shall comply with the requirements of the International Plumbing Code.

908.6.1 All new installations or replacements of water-cooled refrigeration systems 3 H.P. or greater, governed by this Code or the International Plumbing Code, shall be provided with an effective recirculation system.

908.6.2 If an automatic waste system is provided for draining or flushing the system, it shall conform with Chapter 8 of the International Plumbing Code, as amended, and shall be piped to an approved receptacle unless other disposition is authorized by the building official. In no

event shall drainage be wasted into or upon the public way.

18.12.080 Section 928, Evaporative cooling, amended.

International Mechanical Code, 2021 Edition, Section 928 Evaporative Cooling, is hereby amended to read as follows:

928.1 General. Every evaporative cooler installed system shall comply with these provisions.

928.2.1. No evaporative cooler shall be installed so as to obstruct any required means of egress nor reduce passage of required light and air.

928.2.2. Evaporative cooler installations which extend beyond the exterior line of a structure shall comply with Building Code and Zoning Regulations as to allowable projection and overhead clearance. Evaporative cooler structures which project more than eighteen inches (18") from a building shall maintain a minimum clearance of fourteen feet (14') above areas subject to vehicle traffic.

928.3 Materials of Construction.

928.3.1. All evaporative cooler blowers and cabinets, including pan, corner posts, top and pad frames, shall be constructed of non-combustible materials or approved plastics as defined below. Evaporative pads and interior water circulatory systems need not be of non-combustible materials.

928.3.2 Approved Plastics. Approved plastic or reinforced plastic materials shall be those which are classified as 94-5V in accordance with Underwriters Laboratory Test 94-5V "Vertical Burning Test for Classifying Materials".

928.3.3 Evidence of Compliance. Evidence of compliance with the requirements of Section 926.3.1 to 311.3.2 shall accompany all equipment installed within the City of El Paso.

928.4 Electrical Connections. Electrical components and installations shall conform to the El Paso Electrical Code. The blower motor and water recirculation pump shall be internally protected to shut-off automatically in the event of an electrical overload or excessive temperature. The maximum shut-off temperature shall be: (1) blower motor, 105°C; and (2) pump, 135°C.

928.5 Plumbing Connections. Water connections and materials shall conform to the El Paso Plumbing Code.

928.6 Structural Supports. Evaporative cooler fastenings, including mounts, platforms and frames, shall be of non-combustible material and shall be of sufficient size and strength to meet the requirements of the International Building Code.

928.7 Water Supply.

928.7.1 Bleeder Lines Prohibited. New and replacement evaporative coolers shall not be provided or installed with bleeder lines.

928.7.2 Automatic water draining System Required. An automatic water draining system shall be provided for all evaporative coolers for which the cooler manufacturer requires the use of a bleeder line. The automatic water draining system shall operate on a periodic basis of not less than a 4-hour interval between operation times and shall be capable of fully

draining the water from the cooler pan. The automatic draining system shall either discharge into the building drainage system through an indirect waste piping system complying with Section 802 of the International Plumbing Code, as amended, or shall be conducted to the exterior of the building or structure, and shall be discharged so that the effluent is used for watering landscaping or other outdoor vegetation. In no event shall drainage from coolers be wasted into or upon the public right-of-way.

18.12.090 Appendix A is adopted in its entirety.

International Mechanical Code, 2021 Edition, Appendix A, is adopted.

18.12.100 Conflicting ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this chapter are hereby repealed as follows: Ordinance No. 014732 dated 12-12-2000 and Ordinance No. 15965 dated 12-14-2004.

SECTION 5. That Title 18 (Building and Construction), Chapter 18.16 (Electrical Code) is hereby amended as follows:

Chapter 18.16 ELECTRICAL CODE

18.16.010 Short title.

This chapter may be cited as the "Electrical Code".

18.16.020 Adoption.

The book entitled "NFPA 70 National Electrical Code," 2020 Edition, a copy of which authenticated by the City Clerk is on file in the City Clerk's Office is adopted as the Electrical Code of the City, as fully as if copied at length in this chapter, but with the changes set forth in this chapter and Chapter 18.02, the Building and Administrative Code of the City of El Paso.

18.16.030 Article 80 Evaporative Coolers, added.

NFPA 70 National Electrical Code, 2020 Edition, Article 80 Evaporative Coolers, is hereby added to read as follows:

80.1 Evaporative Coolers. Evaporative cooler shall have their controls mounted in a metal box. Conductors -to the equipment.

80.2 Controls and Operating Mechanisms. In areas required by the Building Code to be accessible to persons with disabilities, the highest operable part of controls, receptacles and other operable equipment shall be placed within at least of one of the reach ranges specified in this section. Electrical and communications receptacles on walls shall be mounted no less than 15 in (380 mm) above the floor to the bottom of the box.

80.3 Forward Reach. If the clear floor space allows only forward approach to an object, the highest operable part of controls, receptacles and other operable equipment shall be placed not more than 48 in (1220 mm) above finished floor to the top of the box.

80.4 Side Reach. If the clear floor space allows only parallel approach to an object, the highest operable part of controls, receptacles and other operable equipment shall be placed not more than 54 in (1370 mm) above finished floor to the top of the box.

18.16.040 Section 210.70 Lighting Outlets Required (A)(2)(b), amended.

NFPA 70 National Electrical Code, 2020 Edition, Section 210.70 Lighting Outlets Required, (A) Dwelling Units, (2) Additional Locations, (b) is hereby amended to read as follows:

210.70 Lighting Outlets Required, (A) Dwelling Units, (2) Additional Locations (b). For dwelling units, attached garages, and detached garages with electric power, at least one wall switch-controlled lighting outlet shall be installed to provide illumination on the exterior side of outdoor entrances or exits with grade level access. A vehicle door in a garage shall be considered as an outdoor entrance or exit.

18.16.050 Section 210.70 Lighting Outlets Required (A)(3), added.

NFPA 70 National Electrical Code, 2020 Edition, Section 210.70 Lighting Outlets Required, (A) Dwelling Units, (3) Storage or Equipment Spaces, is hereby amended by adding the following sentence at the end of the paragraph:

210.70 Lighting Outlets Required (A) Dwelling Units (3) Storage or Equipment Spaces. Add: An attic shall be considered storage area if it has either a decked area or permanent access ladder.

18.16.060 Section 210.71 Additional Outlets, added.

NFPA 70 National Electrical Code, 2020 Edition, Section 210.70C Additional Outlets, is hereby added to read as follows:

210.70C Additional Outlets. The following receptacle outlets shall be installed, in addition to those required by National Electrical Code, 2020 Edition, Sections 210-50 through 210-70:

(1) On wall areas over work benches, behind bars, serving counters, or other wall spaces where electrical signs or appliances may be used or installed, not less than one (1) receptacle outlet shall be installed for every six (6) feet or major fraction thereof (i.e., the second receptacle outlet shall be located a maximum of (nine) 9 feet from the beginning of the work bench, serving counter or wall space) from the edge measured horizontally along such wall parallel to the floor or ceiling.

(2) In lounges, taverns, bars or other establishments where electrical signs, appliances or similar devices may be placed on or attached to the ceiling, sufficient receptacle outlets shall be installed on the ceilings so that no point on such ceiling is more than twelve (12) feet from a receptacle outlet.

(3) In "mini-warehouse" units or similar storage occupancies designed to be leased or rented individually the following minimum requirements for lights and receptacles shall be provided:

Exterior lighting providing a minimum 2.0 foot-candle illumination at the ground level at the center of the entry door of each unit.

18.16.080 Reserved.

18.16.090 Section 230.28 Service Masts as Supports, amended.

NFPA 70 National Electrical Code, 2020 Edition, Section 230.28, Service Masts as Supports, is hereby amended to read as follows:

230.28. Service Masts as Supports.

(a) Where a service mast is used for the support of service-drop conductors, it shall be of rigid metal conduit or intermediate metal conduit supported and anchored to safely withstand the strain imposed by the service drop. All mast fittings shall be identified for use with service masts. Only power service-drop conductors shall be permitted to be attached to a service mast.

(b) All other service masts shall be of rigid metal conduit, intermediate metal conduit, or

electrical metallic tubing.

18.16.110 Section 230.70 General, (A)(1), amended.

NFPA 70 National Electrical Code, 2020 Edition, Section 230.70 General, (A) Location, (1) Readily Accessible Location, is hereby amended to read as follows:

230.70 General. (A) Location, (1) Readily Accessible Location.

(1) Readily Accessible Location.

(a) Services rated 800 amps or less. A load-break rated meter disconnect shall be installed on the exterior of the building or structure adjacent to and not more than five (5) feet from the meter. The service disconnecting means is allowed to meet this requirement if installed in compliance with this proximity requirement and the requirements of the NEC. If the service disconnecting means is located more than five feet from the meter, a separate and additional load-break rated meter disconnect that meets this proximity requirement is required on the supply (line) side of the service disconnecting means.

(b) Services rated over 800 amps. The service disconnecting means shall be located not more than five (5) feet, measured vertically and horizontally, from the point where the service conductors enter the building or structure.

18.16.120 Section 230.70.1 "Six Hand Movement", added.

NFPA 70 National Electrical Code, 2020 Edition, Section 230.70.1, "Six Hand Movement", is hereby added to read as follows:

230.70.1 "Six Hand Movement".

"Six Hand Movement" rule will apply to switches or circuit breakers used to disconnect feeders only. A "main" switch or circuit breaker will be required ahead of any branch circuit overcurrent protection.

18.16.230 Section 406.8 Receptacles in Damp or Wet Locations (G) Air Condition Equipment, added.

NFPA 70 National Electrical Code, 2020 Edition, Section 406.8 Receptacles in Damp or Wet Locations, is hereby amended to add paragraph (G) Air Condition Equipment, to read as follows:

406.8 Receptacles in Damp or Wet Locations.

(G) Air Condition Equipment.

Receptacles used solely for the maintenance of air condition equipment will not be required to have "In Use" type covers.

18.16.240 Section 410.36 Means of Support (B) Suspended Ceilings, amended.

NFPA 70 National Electrical Code, 2020 Edition, Section 410.36 Means of Support, (B) Suspended Ceilings, is hereby amended to delete the last sentence as follows:

410.36 Means of Support, (B) Suspended Ceilings, Luminaires installed in suspended ceilings shall be securely attached to building structure from above at appropriate levels.

18.16.250 Section 422.12 Central Heating Equipment, amended.

NFPA 70 National Electrical Code, 2020 Edition, Section 422.12 Central Heating Equipment, is hereby amended to read as follows:

422.12 Central Heating Equipment. Central heating equipment other than fixed electric space-heating equipment shall be supplied by an individual branch circuit.

Exception 1: Auxiliary equipment, such as pump, valve, humidifier, or electrostatic air cleaner directly associated with the heating equipment, shall be permitted to be connected to the same branch circuit.

Exception 2: Evaporative coolers may be supplied by the same individual branch circuit supplying the central heating equipment in residential occupancies only, provided the loads are non-coincidental.

18.16.260 Section 590.4 General (K) Temporary Service Poles, added.

NFPA 70 National Electrical Code, 2020 Edition, Section 590.4 General, is hereby amended to add paragraph (K) Temporary Service Poles, to read as follows:

590.4 General.

(K) Temporary Service Poles.

Temporary service poles shall be a minimum of four (4) inch by four (4) inch treated wood posts, or four (4) inch diameter round treated poles securely imbedded in the earth.

18.16.270 Section 600.10 Portable or Mobile Signs, deleted.

NFPA 70 National Electrical Code, 2020 Edition, Section 600.10 Portable or Mobile Signs, is hereby deleted in its entirety.

18.16.280 Section 600.43 Miscellaneous Provisions, added.

NFPA 70 National Electrical Code, 2020 Edition, Section 600.43 Miscellaneous Provisions, is hereby added to read as follows:

600.43 Miscellaneous Provisions.

(A) Sign circuits shall contain a copper grounding conductor deriving from the circuit's supply source; exterior locations shall terminate in a weatherproof box and cover. Taps in metallic raceways shall not be allowed as the grounding means.

(B) All sign installations shall maintain a clearance from adjacent power lines as follows:

Voltage—Line To Ground	H (ft.) Minimum Horizontal Clearance	V (ft.) Minimum Clearance Measured Either Diagonally or Vertically	V (ft.) Over or Under Catwalks Minimum Clearance Measured Either Diagonally or Vertically

Guy Wires and Neutrals	3	3	10.5
0—750 V Supply Cables Meeting Rule 230C2 and 230C3 NESC, 1997	3.5	3.5	11
0—750 V Open Conductors N.E.S.E. Rule 230C2 and 230C3	5.5	6	11.5
750V—22KV	7.5	8	13.5

Notes to table:

1. Signs should never hang over any adjacent power circuits.
2. Voltages are line to ground on a Y-Circuit with multi-ground neutral or between phases on an underground circuit.

18.16.290 Section 725.41 Class 1 Circuit Classifications and Power Source Requirements (C) Transformers for Class 2 and Class 3 low voltage Circuits, added.

NFPA 70 National Electrical Code, 2020 Edition, Section 725.41 Class 1 Circuit Classifications and Power Source Requirements, is hereby amended to add paragraph (C) Transformers for Class 2 and Class 3 low voltage Circuits, to read as follows:

725.41 Class 1 Circuit Classifications and Power Source Requirements.

(C) Transformers for Class 2 and Class 3 low voltage Circuits.

(1) Transformers for Class 2 and Class 3 low voltage circuits shall be accessible.

(2) Transformers for Class 2 and Class 3 low voltage circuits shall be installed in accordance with their listing.

18.16.300 Errata, adopted.

Errata to the 2020 NEC Code issued by the National Fire Protection Association is hereby adopted and shall become part of this Code.

18.16.310 Conflicting ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this chapter are hereby repealed as follows: Ordinance No. 014308, 12-14-1999 and Ordinance No. 15900, 09-28-2004.

SECTION 6. That Title 18 (Building and Construction), Chapter 18.20 (Plumbing Code) is hereby amended as follows:

Chapter 18.20 – PLUMBING CODE

18.20.010 Short title.

This chapter may be cited as the "Plumbing Code."

18.20.020 Adoption.

The book entitled "International Plumbing Code," 2021 Edition, a copy of which authenticated by the city clerk is on file in the city clerk's office, is adopted as the Plumbing Code of the city, as fully as if copied at length in this chapter, but with the changes set forth in this chapter and Chapter 18.02, the Building and Administrative Code of the City of El Paso.

18.20.020.1 Reserved.

18.20.030 Section 312.10.3 Backflow Inspection Records, added.

International Plumbing Code, 2021 Edition, Section 312.10.3 Backflow Inspection Records, is hereby added to read as follows:

> **312.10.3 Backflow Inspection Records.** Records of inspections, tests and maintenance of the backflow assemblies shall be kept and made available to the building official upon request and to the El Paso Water Utilities in accordance with the rules and regulations of the public service board. Records shall indicate the procedure performed (inspection, test or maintenance), the organization that performed the work, the results and the date. Records shall be maintained by the owner, tenant or responsible person.

18.20.040 Section 403.3 Required public toilet facilities, exception added.

International Plumbing Code, 2021 Edition, Section 403.3 Required public toilet facilities, is hereby amended to add the following exception at the end of the section:

> **Exception:** Small tenancies and areas located in stand-alone buildings or tenancies. Customers, patrons, visitors and employees need not be provided with public toilet facilities in small tenancies located in stand-alone buildings, structures or facilities when all of the following conditions are met:
>
> 1. The gross floor area of the tenancy does not exceed 200 square feet; and
>
> 2. The building, or structure is not used for the preparation, storage handling and sale of potentially hazardous food as defined in the Texas Food Establishment Rules of the Texas Department of State Health Services; and
>
> 3. Toilet facilities are provided elsewhere on the same site within 200 lineal feet of travel distance from the exempted tenancy; and
>
> 4. The site is provided with the minimum number of facilities required by International Plumbing Code, 2015 Edition, Section 403 and Table 403.1, and the owner or tenant in

control of the toilet facilities required in condition 3, shall furnish to the building official a written and notarized statement that customers, visitors, patrons and employees of the exempted tenancy will have access to and use of these facilities; and structures used for the preparation, storage, handling and sale of food shall be connected to a water supply and provided with utensil and hand washing facilities as required by Title 9.12 of the City Code.

18.20.050 Section 412.5 Floor drains in mechanical rooms and boiler rooms, added.

International Plumbing Code, 2021 Edition, Section 412.5 Floor drains in mechanical rooms and boiler rooms is hereby added to read as follows:

Mechanical equipment rooms, boiler rooms and all similar equipment rooms shall have an approved floor drain for disposing of accumulation of liquid wastes incident to cleaning or recharging such equipment. Such floor drains shall be equipped with an approved trap priming or trap seal device as required in IPC Section 1002.4.

18.20.060 Section 417.5.3 Shower receptor, added.

International Plumbing Code, 2021 Edition, Section 417.5.3 Shower Receptor, is hereby added to read as follows:

421.5.1.1Shower Receptor. Shower receptors shall have a finished curb, dam or threshold not less than one (1) inch below the sides and back of the receptor. The curb shall be not less than two (2) inches nor more than nine (9) inches in depth when measured from the top of the curb to the top of the drain. The finished floor shall slope uniformly toward the drain not less than one-fourth (¼) inch per foot nor more than one-half (½) inch, and floor drains shall be flanged to provide a watertight joint in the floor.

421.5.2Shower Linings. All shower receptors shall be provided with an approved lining, except as noted herein. The adjoining walls and floors, enclosing field-constructed shower receptors shall be lined with copper or other approved materials listed in this Code, extending not less than three (3) inches beyond or around the rough jambs and not less than three (3) inches above finished thresholds. Recessed shower compartments need not be lined, provided the compartment is formed of concrete, is recessed a minimum of four (4) inches below the adjacent floor level, and the concrete is not less than three and one-half (3½) inches thick with an ultimate compressive strength of not less than two thousand (2000) pounds per square inch.

421.3 Shower Waste Outlet An approved flanged drain shall be installed with shower sub-pans or linings. The flange shall be flush with the sub-base and be equipped with a clamping ring or other device to make a water-tight connection between the lining and the drain. The flange shall have weep holes to ensure constant drainage of water to sanitary drainage system. Shower receptacle waste outlets shall be not less than two (2) inches in diameter and shall have a removable strainer.

18.20.070 Section 604.8.3 Accessibility, added.

International Plumbing Code, 2021 Edition, Section 604.8.3 Accessibility, is hereby added to read as follows:

604.8.3 Accessibility. Installation shall be such as to make the regulator accessible without

excavating or removing permanent structural or finished portions of the structure.

18.20.080 Reserved.

18.20.090 Reserved.

18.20.100 Section 605.4 Water Distribution Pipe, amended.

International Plumbing Code, 2021 Edition, Section 605.4 Water distribution pipe, is hereby amended to read as follows:

605.4 Water distribution pipe. Water distribution pipe shall conform to NSF 61 and shall conform to one of the standards listed in Table 605.4 Copper or copper alloy tubing used in inaccessible water distribution piping under slabs shall be minimum Type L. Any material subject to corrosion shall be protected when used in corrosive soils. All hot water distribution pipe and tubing shall have a minimum pressure rating of 100 psi at 180°F.

18.20.110 Section 608.16.5, Connections to lawn irrigation systems, amended.

International Plumbing Code, 2021 Edition, Section 608.16.5, Connections to lawn irrigation systems, is hereby amended to read as follows:

608.16.5 Connections to lawn irrigation systems. The potable water supply to lawn irrigation systems shall be protected against backflow by a pressure-type vacuum breaker or a reduced pressure principle backflow-preventer. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principle backflow-preventer.

18.20.120 Section 701.2 Sewer required, amended.

International Plumbing Code, 2021 Edition, Section 701.2, Sewer required, is hereby amended to read as follows:

701.2 Sewer required. Every building in which plumbing fixtures are installed and all premises having drainage piping shall be connected to a public sewer.

Exception: When a public sewer is not available within 300 feet of the property, an individual or private sewage disposal system may be utilized provided that such system is designed, installed and maintained in accordance with the requirements of Chapter 18.21 of the City Code.

18.20.130 Reserved.

18.20.140 Reserved.

18.20.150 Reserved.

18.20.160 Section 708.1.3 Building drain and building sewer junction, amended.

International Plumbing Code, 2021 Edition, Section 708.1.3, Building drain and building sewer junction, is hereby amended to read as follows:

708.1.3 Building drain and building sewer junction. There shall be a cleanout near the junction of the building drain and the building sewer. The cleanout shall be outside the building and shall be brought up to the finished ground level within ten (10) feet of the structure. An approved two-way cleanout is allowed as an alternative at this location to serve as a required cleanout for both the building drain and building sewer.

18.20.170 Section 802.1.9 Condensate and Evaporative Cooler Waste, added.

International Plumbing Code, 2021 Edition, Section 802.1.9 Condensate and Evaporative Cooler Waste, is hereby added to read as follows:

802.1.9 Condensate and Evaporative Cooler Waste. Waste from evaporative cooler's automatic water draining systems and condensate from air conditioner units, shall discharge into the building drainage system through an indirect waste line or discharged so that the effluent is used for watering landscaping or other vegetation.

Section 903.1.1 amended.

903.1.1 Roof extension. Open vent pipes that extend through a roof shall be terminated not less than 12 inches above the roof.

18.20.180 Section 1003.3.1.1 No water-jacketed grease trap, added.

International Plumbing Code, 2021 Edition, Section 1003.3.1.1 No water-jacketed grease trap, is hereby added to read as follows:

1003.3.1.1 No water-jacketed grease trap. No water-jacketed grease trap or grease interceptor shall be approved or installed.

18.20.190 Table 1003.3.5.1 Capacity of Grease Interceptors, amended.

International Plumbing Code, 2021 Edition, Table 1003.3.5.1 Capacity of Grease Interceptors, is hereby amended to read as follows:

Table 1003.3.5.1 **Capacity of Grease Traps**	
Total Flow-Through Rating (gpm)	Grease-Retention Capacity (pounds)
20 or less	40
25	50
35	70
50	100

18.20.200 Section 1003.5 Sand interceptors in commercial establishments, amended.

International Plumbing Code, 2021 Edition, Section 1003.5 Sand interceptors in commercial establishments, is hereby amended to read as follows:

1003.5 Sand Interceptors in Commercial Establishments. Sand and similar interceptors or

traps for heavy solids shall have a water seal of not less than six (6) inches. Traps shall have a minimum of two compartments. Each compartment shall be a minimum of 30 inches by 30 inches with a minimum depth of three (3) feet, covered with a removable grating that will allow the free entrance of waste. Trap walls and bottom shall be of concrete made watertight.

Exception: Sand traps are not required in commercial facilities containing less than 4 washing machines.

1003.5.1. Waste Line shall be a minimum of four (4) inches for uses other than residential swimming pools in which case the waste line may be three (3) inches. Outlet pipe shall leave the trap at a point not less than six (6) inches nor more than twelve (12) inches above the bottom and must rise vertically outside to the top of the trap where a properly sized cleanout shall be provided and formed by an inverted wye (y) so installed that the point of intersection of the wye (y) branches shall form the seal. Such seal shall be no less than twelve (12) inches in depth.

1003.5.2. Sand Traps installed within thirty (30) feet from a 3 or 4 inch stack shall have a (2) inch vent; sand traps installed over thirty (30) feet from a 3 or 4 inch stack shall have a three (3) inch vent.

18.20.220 Appendix B is adopted in its entirety.

18.20.222 Appendix C is adopted in its entirety.

18.20.224 Appendix D is adopted in its entirety.

18.20.226 Appendix E is adopted in its entirety.

18.20.230 Conflicting ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this chapter are hereby repealed.

18.20.240 Section 603.1.1 Protection of Water Service Entrance, added.

International Plumbing Code, 2021 Edition, Section 603.1.1 Protection of Water Service Entrance is hereby added to read as follows:

603.1.1 Protection of Water Service Entrance. Water service entrance and risers to all structures shall be on the heated side of a conditioned space.

18.20.250 Section 603.1.2 Plumbing within exterior walls, added.

International Plumbing Code, 2021 Edition, Section 603.1.2 Plumbing within exterior walls is hereby added to read as follows:

603.1.2 Plumbing within exterior walls. Placement of plumbing within exterior walls is prohibited unless the walls are at minimum, 2 by 6 walls and adequate provision is made to protect such pipes from freezing in accordance with Section 305.6 of the International Plumbing Code. Placement of water lines in ceiling areas is prohibited unless the water lines

are placed on the warm side with a minimum of 10 inch insulation on the exterior/roof side of the structure.

Exceptions:

a. A service entrance may enter a non-conditioned space provided that the riser/service entrance is within an approved, heated valve protective enclosure also known as a "hot box", or

b. Cross linked polyethylene, also known as PEX, or approved equal, is used as the service entrance material, and

c. Any hose bibs installed shall be freeze proof.

18.20.260 Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provision of this chapter are hereby repealed.

SECTION 7. That Title 18 (Building and Construction), Chapter 18.24 (Gas Code) is hereby amended as follows:

Chapter 18.24 – GAS CODE

18.24.010 Short title.

This chapter may be cited as the "Gas Code."

18.24.020 Adoption.

The book entitled "International Fuel Gas Code," 2021 Edition, a copy of which authenticated by the city clerk is on file in the city clerk's office, is adopted as the Gas Code of the city, as fully as if copied at length in this chapter, but with the changes set forth in this chapter and Chapter 18.02, the Building and Administrative Code of the City of El Paso.

18.24.030 Reserved

18.24.040 Section 311 Accessible and acceptable location, added.

International Fuel Gas Code, 2021 Edition, Section 311 Accessible and Acceptable Location, is hereby added to read as follows:

> **311 Accessible and Acceptable Location.** A meter location, when required, shall be provided for the building or premises to be served. The location shall be such that the meter and connections are accessible in order that they may be read or changed. Space requirements, dimensions, and type of installation shall be acceptable to the gas company. Meter location will be determined by the utility company in conformance with their service franchise.

18.24.050 Section 401.2 Liquefied petroleum gas storage, amended.

International Fuel Gas Code, 2021 Edition, Section 401.2, Liquefied petroleum gas storage, is hereby amended to read as follows:

> **401.2 Liquefied petroleum gas.** The storage system for liquefied petroleum gas shall be designed, installed and an operational permit obtained, in accordance with the Fire Code.
>
> **Exception:** Liquefied petroleum gas system shall not be installed in Group R1, R2, R3 and R4 occupancies when a natural gas utility supply pipe is available within 1,000 feet of the buildings.

18.24.060 Reserved.

18.24.070 Section 406.4 Test pressure measurement, amended.

International Fuel Gas Code, 2021 Edition, Section 406.4 Test pressure measurement, is hereby amended to read as follows:

> **406.4 Test pressure measurement.** Test pressure shall be measured with a manometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a

pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made. Mechanical gauges used to measure test pressures shall have a range such that the highest end of the scale is not greater that two (2) times the test pressure. Tests requiring a pressure of 10 psi or less shall utilize a testing gauge having increments of 0.20 psi or less. Tests requiring a pressure greater than 10 psi but less than or equal to 100 psi shall utilize a testing gauge having increments of 1 psi or less. Tests requiring a pressure of greater than 60 psi shall utilize a testing gauge having increments of 2 psi or less.

18.24.080 Section 406.4.1. Test pressure, Low Pressure Gas Piping, added.

International Fuel Gas Code, 2021 Edition, Section 406.4.1 Test pressure, Low Pressure Gas Piping is hereby added to read as follows:

406.4.1.1 Test pressure. Low pressure gas piping shall withstand a pressure of at least 10 psi or 16 inches of mercury. Higher pressure gas piping shall withstand a pressure of at least 60 psi on a clock gauge with a printed record chart. For the purposes of this section, "low pressure" shall mean pressure equal to or less than 0.5 psi.

18.24.090 Section 406.4.2 Test duration, amended.

International Fuel Gas Code, 2021 Edition, Section 406.4.2 Test duration, is hereby amended to read as follows:

406.4.2 Test duration. Test duration shall be not less than 15 minutes for low pressure gas piping and not less than 4 hours for higher pressure gas piping.

18.24.100 Section 406.4.3 Manufactured homes, added.

International Fuel Gas Code, 2021 Edition, Section 406.4.3 Manufactured homes, is hereby added to read as follows:

406.4.3. Manufactured Homes. Appliance installations in manufactured housing meeting the requirements of the Texas Manufactured Housing Standards Act, or in industrialized housing or industrialized buildings meeting the requirements of the Texas Industrialized Housing and Building Act or bearing the Federal Compliance Plate (ANSI-A119.1), including the appliance connections and the fuel gas piping system, shall not be subject to the provisions of this Code except for the-test provisions of International Fuel Gas Code, Section 406.

18.24.110 Section 417 Over 1-psi gas piping, added.

International Fuel Gas Code, 2021 Edition, Section 417 Over 1-psi gas piping, is hereby added to read as follows:

Section 417

OVER 1-PSI GAS PIPING

417.1 Scope and Responsibility. Under this section appear additional fundamental requirements for the installation of consumer gas piping system using over 1-psi gas pressure. Responsibility for observing these requirements shall rest with the installing agency.

417.2 Requirements. The requirements of the Gas Code are applicable to over 1-psi gas piping installations except as such requirements are modified in this chapter. Over 1-psi gas piping systems designed in accordance with this chapter and other requirements of this Code are intended for use where the building service regulator has been set to deliver gas at over 1-psi.

417.3 Over 1-PSI Piping System. Systems designed for over 1-psi gas pressure downstream of the meter shall adhere to all requirements of this Code, of the Gas Utility, and as follows:

1. Drawings and calculations, including site plan and gas piping diagrams shall be submitted to the Gas Utility for approval.

2. The gas pressure shall be regulated to ounces before entering any building or structure, unless otherwise approved by the Gas Utility.

3. All underground lines and above-ground lines within six (6) inches of the ground shall be of wrapped steel. Joints in underground lines and above-ground lines within six (6) inches of the ground shall be welded. Approved plastic pipe may be installed underground, outside buildings, without wrapping.

4. All above-ground lines installed more than six (6) inches above the ground inside buildings shall be of wrapped or bare steel and shall use only welded pipe joints.

5. Gas lines, located outside buildings, and more than 6 inches above ground and operating at up to 5-psi pressure may be installed with approved threaded joints.

18.24.112 Appendix A – Sizing and Capacities of Gas Piping, is adopted in its entirety.

18.24.114 Appendix B – Sizing of venting systems serving appliances equipped with draft hoods, Category I appliance and appliance listed for use with Type B vents, is adopted in its entirety.

18.24.116 Appendix C – Exit terminals of mechanical draft and direct-vent venting systems, is adopted in its entirety.

18.24.118 Appendix D – Recommend procedure for safety inspection of an existing appliance installation, is adopted in its entirety.

18.24.120 Conflicting ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this chapter are hereby repealed.

SECTION 8. That Title 18 (Building and Construction), Chapter 18.28 (Existing Building Code) is hereby amended as follows:

Chapter 18.28 – EXISTING BUILDING CODE

18.28.010 Short title.

This chapter may be cited as the "Existing Building Code."

18.20.020 Adoption.

The book entitled "International Existing Building Code" 2021 Edition, a copy of which authenticated by the city clerk is on file in the city clerk's office, is adopted as the Existing Building Code of the city, as fully as if copied at length in this chapter. but with the changes set forth in this chapter and Chapter 18.02, the Building and Administrative Code of the City of El Paso.

18.28.030 Reserved

18.28.040 Reserved

18.28.050 Reserved

18.28.060 Reserved

18.28.070 Reserved

18.28.080 Reserved

18.28.090 Reserved

18.28.100 Reserved

18.28.110 Reserved

18.28.120 Reserved

18.28.130 Section 1012 Energy, added.

International Existing Building Code, 2021 Edition, Section 1012 Energy, is hereby amended to add an exception to read as follows:

> **1012 Energy.** Buildings forty years or older undergoing a change in occupancy that would result in an increase in demand for either fossil fuel or electrical energy do not need to comply with the International Energy Conservation Code.

18.28.140 Section 612 Compliance with the Vacant Premises/Building Code, added.

International Existing Building Code, 2021 Edition, Section 902.3 612 Compliance with the Vacant Premises/Building Code, is hereby added to read as follows:

902.3.612 Compliance with the Vacant Premises/Building Code. Where the character or use of an existing building or part of an existing building is identified as a vacant building/area in accordance with 18.40 of the El Paso City Code, commonly referred to as the Vacant Premises/Building Code, the building shall then comply with all of the applicable requirements of the Vacant Building Code.

18.28.150 Section 701.1 Scope, amended.

International Existing Building Code, 2021 Edition, Section 701 Scope, is hereby amended to add the following:

701.1 Scope. Level 1 alterations as described in Section 602, shall comply and include, the removal and replacement or the covering of existing materials, elements, equipment, or fixtures using new materials, elements, equipment, or fixtures that serve the same purpose, as well as alterations described in Level 2 where change of use does not affect occupant load. Level I alterations shall comply with the requirements of Chapter 7. Level 1 alterations to historic buildings shall comply with this chapter, except as modified in Chapter 12.

18.28.160 Reserved

18.28.170 Section 803.4.3 Fire sprinkler system supplemental installation requirements, added.

International Existing Building Code, 2021 Edition, Section 803.4.3 Fire sprinkler system supplemental installation requirements, is hereby added to read as follows:

803.4.3 Fire sprinkler system supplemental installation requirements. Where the work area in a building is required to be provided with automatic sprinkler protection in accordance with the International Building Code, an approved water supply riser pipe and stub out shall be installed as a component of the automatic sprinkler system to allow for future distribution and interconnection of an automatic sprinkler system to other work areas above and below the present work area.

Exception: If the Fire Code official determines that it is technically infeasible to design and install an automatic sprinkler system, work areas shall be protected throughout all occupiable spaces by an automatic fire detection system that activates the occupant notification system in accordance with the International Building Code.

18.28.180 Section 804.2.6 Fire wall alternative, added.

International Existing Building Code, 2021 Edition, Section 804.2.6 Fire wall alternative, is hereby added to read as follows:

804.2.6 Fire wall alternative. In other than Groups H, F-1 and S-1, fire barriers and horizontal assemblies constructed in accordance with the International Building Code shall be permitted to be used in lieu of fire walls to subdivide the building into separate buildings for the purpose of complying with the area limitations required for the new occupancy where

all of the following conditions are met:

1. The buildings are protected throughout with an automatic sprinkler system in accordance with the International Fire Code.

2. The maximum allowable area between fire barriers, horizontal assemblies, or any combination thereof shall not exceed the maximum allowable area determined in accordance with Chapter 5 of the International Building Code without an increase allowed for an automatic sprinkler system in accordance with Section 506 of the International Building Code.

3. The fire-resistance rating of the fire barriers and horizontal assemblies shall not be less than that specified for fire walls in Table 706.4 of the International Building Code.

Exception: Where horizontal assemblies are used to limit the maximum allowable area, the required fire resistance rating of the horizontal assemblies shall be permitted to be reduced by 1 hour provided the height and number of stories increases allowed for an automatic sprinkler system by Section 504.2 of the International Building Code are not used for the buildings.

18.28.190 Section 806.4.2 Kitchens, amended.

International Existing Building Code, 2021 Edition, Section 806.4.2 Kitchens, is hereby amended to read as follows:

806.4.2Kitchens. Kitchens shall have a minimum of three separate and remote duplex receptacle outlets.

18.28.200 Section Reserved.

18.28.220 Appendix A, Guidelines for the Seismic Retrofit of Existing Buildings, adopted.

International Existing Building Code, 2021 Edition, Appendix A, Guidelines for the Seismic Retrofit of Existing Buildings, is hereby adopted in its entirety.

18.28.230 Appendix B Supplementary Accessibility Requirements for Existing Buildings and Facilities, adopted.

International Existing Building Code, 2021 Edition, Appendix B Supplementary Accessibility Requirements for Existing Buildings and Facilities, is hereby adopted in its entirety.

18.28.240 Appendix C Guidelines for the Wind Retrofit of Existing Buildings is hereby adopted.

International Existing Building Code, 2021 Edition, Appendix C Guidelines for the Wind Retrofit of Existing Buildings is hereby adopted in its entirety.

18.28.250 Conflicting ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this chapter are hereby repealed.

SECTION 9. That Title 18 (Building and Construction, Chapter 18.30 (Pool and Spa Code is hereby amended as follows:

Chapter 18.30 – POOL AND SPA CODE

18.30.010 Short title.

This chapter may be cited as the "Pool and Spa Code."

18.30.020 Adoption.

The book entitled "International Swimming Pool and Spa Code, 2021 Edition, a copy of which authenticated by the City Clerk is on file in the City Clerk's Office, is adopted as the Pool & Spa Code of the City.

18.30.030 Chapter 1, Scope and Administration.

18.30.040 Chapter 2, Definitions.

18.30.050 Chapter 3, General Compliance.

International Swimming Pool and Spa Code, 2021 Edition, Section 306.10 Deck width, is hereby added to read as follows:

310.6 Deck width. Residential pools and spas shall be provided with a three-foot-wide, slip resistant, perimeter deck surrounding at least sixty-five percent of the swimming pool or spa

18.30.060 Chapter 4, Public Swimming Pools.

18.30.070 Chapter 5, Public Spas and Public Exercise Spas.

18.30.080 Chapter 6, Aquatic Recreation Facilities.

18.30.090 Chapter 7, On-ground Storable Residential Swimming Pools.

18.30.100 Chapter 8, Permanent In-Ground Residential Pools.

18.30.110 Chapter 9, Permanent Residential Spas and Permanent Residential Exercise Spas.

18.30.120 Chapter 10, Portable Residential Spas and Portable Residential Exercise Spas.

18.30.130 Chapter 11, Referenced Standards.

18.30.140 Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provision of this chapter are hereby repealed.

SECTION 10. That Title 18 (Building and Construction), Chapter 18.50 (Property Maintenance Code) is hereby amended as follows:

Chapter 18.50 – PROPERTY MAINTENANCE CODE

18.50.010 Short title.

This chapter may be cited as the "Property Maintenance Code."

18.50.020 Adoption.

The book entitled "International Property Maintenance Code," 2021 Edition, a copy of which authenticated by the city clerk is on file in the city clerk's office, is adopted as the Property Maintenance Code of the city, as fully as if copied at length in this chapter, but with the amendments set forth in this chapter and Chapter 18.02, the Building and Administrative Code of the City of El Paso.

18.50.025 Section 102.7 Applicability.

102.7 Historic Buildings. Replaced:

The provisions of this code shall be mandatory for existing buildings or premises designated or determined to be of historic value by the Historic Preservation Office.

18.50.026 – Section 103 – Code Compliance Agency, amended

Section 103 – Code Compliance Agency, Replaced:
Section 103 – Division of Property Maintenance & Zoning with Planning & Inspections Department.

18.50.027-Section 111.2-Closing of vacant structures.

If the structure is vacant and unfit for human habitation and occupancy, and is not in danger of structural collapse, the code official is authorized to post a placard of condemnation on the premises and order the structure closed up within reasonable time specified so as not to be an attractive nuisance. Upon failure of the owner or owner's authorized agent to close up the premises within the time specified in the order, the code official shall cause the premises to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and shall be collected by any other legal resource.

18.50.028 – Section 111.2.1 – Authority to disconnect service utilities, amended.

International Property Maintenance Code, 2021 Edition, Section 111.2.1 Authority to disconnect service utilities, is hereby amended to read as follows:

111.2.1 Authority to disconnect service utilities. Authority to disconnect service utilities shall be identified in accordance with the requirements of Chapter 18.02.111.10 of the City Code.

18.50.030 Section 202 General Definitions, amended.

International Property Maintenance Code, 2021 Edition, Section 202 General Definitions is hereby amended to add the following definitions to read as follows:

BOARD. The Building and Standards Commission for the City of El Paso.
HISTORIC BUILDING.
Item 4. A building, object, site or structure that is forty-five years or older and is determined by the Historic Landmark Commission to be of historical, cultural, architectural or archaeological importance, and where demolition or destruction would constitute a loss to the quality and character of El Paso.

OFFICIAL. The building official or any duly authorized representative or designee of the city manager.

OVERLAY ZONING DISTRICT. A district established by ordinance to prescribe special regulations to be applied to a site in combination with the underlying or base district.

REASONABLE TIME. The term “reasonable time” shall have a meaning of 14 calendar days

STREET FRONTAGE. The length of the elevation or façade of a structure facing a public street or parking area, including main and any secondary public access to the structure. Structures on corner lots will be considered to have two street frontages.

URBAN NUISANCE. A premises or structure that is dilapidated, substandard, or unfit for human habitation and a hazard to the public health, safety and welfare.

STREET FACADE. The elevation of the structure facing or abutting a public street including the main public access or entry to the structure.

VACANT. The term "vacant" shall have the meaning as defined in Chapter 18.40 of this title.

VACANT PREMISES. A structure having vacant or unoccupied floors, suites, and/or tenant spaces

18.50.040 Section 301.1 Scope, amended.

International Property Maintenance Code, 2021 Edition, Section 301.1 Scope is hereby amended to read as follows:

301.1 Scope. The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and exterior property and shall apply to both vacant and occupied structures and premises.

18.50.050 Section 302.2 Grading and drainage, amended.

International Property Maintenance Code, 2021 Edition, Section 302.2 Grading and Drainage, is hereby amended to read as follows:

302.2 Grading and drainage. All premises shall be graded and/or maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any

structure located thereon.

Exception: Approved retention areas and reservoirs.

18.50.055 – Section 302.3 – Sidewalks and Driveways, amended.

International Property Maintenance Code, 2021 Edition, Section 302.3 Sidewalks and Driveways, is hereby amended to read as follows:

302.3 Sidewalks and Driveways shall be in accordance with the requirements of Chapter 13.04.050 & 13.12.220 of the City Code for maintenance of sidewalks and driveways

18.50.060 Section 302.4 Weeds, amended.

International Property Maintenance Code, 2021 Edition, Section 302.4 Weeds, is hereby amended to read as follows:

302.4 Weeds, Trash, Rubbish and other Matter. All premises and exterior property shall be maintained free from weeds or plant growth in accordance with Chapter 9.04 of the City Code.

18.50.065 - Section 302.8 Motor vehicles, amended.

International Property Maintenance Code, 2021 Edition, Section 302.8 Motor vehicles, is hereby amended to read as follows:

302.8 Motor Vehicles shall be in accordance with the requirements of Chapter 9.08 of the City Code**.**

18.50.070 Section 304.3 Premises identification, amended.

International Property Maintenance Code, 2021 Edition, Section 304.3 Premises Identification, is hereby amended to read as follows:

304.3 Premises Identified. Premises shall be identified in accordance with the requirements of Chapter 18.08 or 18.10 of the City Code.

18.50.80 Section 304.14 Insect screens, amended.

International Property Maintenance Code, 2021 Edition, Section 304.14 Insect screens, is hereby amended to read as follows:

304.14 Insect Screens. Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored, shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm) and every swinging door shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

18.50.81 - Section 308.1 Accumulation of rubbish or garbage, amended.

International Property Maintenance Code, 2021 Edition, Section 308.1 Accumulation of rubbish or garbage, is hereby amended to read as follows:

308.1 Accumulation of rubbish or garbage shall be in accordance with the requirements of Chapter 9.04 of the City Code.

18.50.82 - Section 308.2 Disposal of rubbish, amended.

International Property Maintenance Code, 2021 Edition, Section 308.2 Disposal of rubbish, is hereby amended to read as follows:

308.2 Disposal of rubbish shall be in accordance with the requirements of Chapter 9.04 of the City Code

18.50.83 - Section 308.2.1 Rubbish storage facilities, amended.

International Property Maintenance Code, 2021 Edition, Section 308.2.1 Rubbish storage facilities, is hereby amended to read as follows:

308.2.1 Rubbish storage facilities shall be in accordance with the requirements of Chapter 9.04 of the City Code.

18.50.84 - Section 308.2.2 Refrigerators, amended.

International Property Maintenance Code, 2021 Edition, Section 308.2.2 Refrigerators, is hereby amended to read as follows:

308.2.2 Refrigerators shall be in accordance with the requirements of Chapter 10.24.030 of the City Code.

18.50.85 - Section 308.3 Disposal of garbage, amended.

International Property Maintenance Code, 2021 Edition, Section 308.3 Disposal of garbage, is hereby amended to read as follows:

308.3 Disposal of garbage shall be in accordance with the requirements of Chapter 9.04 of the City Code.

18.50.86 - Section 308.3.1 Garbage facilities, amended.

International Property Maintenance Code, 2021 Edition, Section 308.3.1 Garbage facilities, is hereby amended to read as follows:

308.3.1 Garbage facilities shall be in accordance with the requirements of Chapter 9.04 of the City Code

18.50.87 - Section 308.3.2 Containers, amended.

International Property Maintenance Code, 2021 Edition, Section 308.3.2 Containers, is hereby amended to read as follows:

308.3.2 Containers shall be in accordance with the requirements of Chapter 9.04 of the City Code.

18.50.090 Section 310 Additional requirements for vacant structures/premises, added.

International Property Maintenance Code, 2021 Edition, Section 310 Additional requirements for vacant structures/premises, is hereby added to read as follows:

Section 310 Additional requirements for vacant structures/premises.

310.1 Street façade/frontage windows and doors. On the street façade/frontage, the exterior surface of any window shall not be covered by any substance or adhesive material sprayed, painted or otherwise applied to the windows. All street façade/frontage windows and doors having cracked, broken or missing glass or glazing material shall be repaired and replaced with glass and glazing material in a manner compatible with the original design of the structure.

Exceptions: The required glazing of street frontage windows and doors may be substituted with artistic panels under the following conditions.

1. The artistic panels and their installation are limited to the first floor, or must present an aesthetically unified façade/frontage design and must comply with the boarding standards represented in the International Property Maintenance Code Appendix A.

2. Artistic panels proposed as an alternate to the glazing requirements on a structure within an overlay district shall be subject to approval by the overlay district administrator.

3. Building owners desiring to install artistic panels on a structure in a historic district must first apply for and receive a certificate of appropriateness prior to installation.

4. Windows on all occupied floors shall be kept in sound condition, good repair and weather tight. All glazing materials shall be maintained free from cracks and holes. Artistic panels shall not be applied to windows or doors on occupied floors. All windows and doors shall be maintained and secured to prevent unauthorized entry.

310.3 Historic Buildings. Any restoration, rehabilitation, maintenance or demolition of a historic building and any building with a historic zoning overlay is subject to the requirements of this chapter and chapter 20.20 of this Code, and whichever being the more restrictive shall govern.

18.50.100 Section 501.1 Scope, amended.

International Property Maintenance Code, 2021 Edition, Section 501.1 Scope, is hereby amended to read as follows:

501.1 Scope. The provisions of this chapter shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided for both vacant and occupied structures and

premises.

18.50.120 Section 601.1 Scope, amended.

International Property Maintenance Code, 2021 Edition, Section 601.1 Scope, is hereby amended to read as follows:

> **601.1 Scope.** The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided for both vacant and occupied structures and premises.

18.50.121 - Section 602.2 Residential occupancies, amended.

International Property Maintenance Code, 2021 Edition, Section 602.2 Residential occupancies, is hereby amended to read as follows:

> 602.2 Residential occupancies shall be identified in accordance with the requirements of Chapter 18.10.060-Section R303.9 Required heating of the City Code.

18.50.122 - Section 602.3 Heat Supply, amended.

International Property Maintenance Code, 2021 Edition, Section 602.3 Heat Supply, is hereby amended to read as follows:

> 602.3 Heat Supply shall be in accordance with the requirements of Chapter 18.10.060 and 18.08.170 of the City Code.

18.50.123 - Section 602.4 Occupiable work spaces, amended.

International Property Maintenance Code, 2021 Edition, Section 602.4 Occupiable work spaces, is hereby amended to read as follows:

> 602.4 Occupiable work spaces shall be in accordance with the requirements of Chapter 18.08.170 of the City Code.

18.50.124 - Section 602.5 Room temperature measurement, amended.

International Property Maintenance Code, 2021 Edition, Section 602.5 Room temperature measurement, is hereby amended to read as follows:

> 602.5 Room temperature measurement shall be identified in accordance with the requirements of Chapter 18.10.060 and 18.08.170 of the City Code

18.50.130 Section 605.2 Receptacles, added.

International Property Maintenance Code, 2021 Edition, Section 605.2 Receptacles, is hereby amended to read as follows:

605.2 Receptacles. Added.

Every new countertop outlet within five feet of the flood rim of the kitchen sink shall be a ground fault circuit interrupter receptacle.

18.50.140 Section 605.3 Luminaires, amended.

International Property Maintenance Code, 2021 Edition, Section 605.3 Luminaires, is hereby amended to read as follows:

605.3 Lighting Fixtures. Every public hall, interior stairway, toilet room, kitchen, bathroom, laundry room, boiler room, furnace room, attached garage, and detached garage with electric power shall be provided with at least one wall switch controlled ceiling or wall type light fixture. Pool and spa luminaires over 15 volt shall have ground fault circuit interrupter protection.

18.50.150 Section 701.1 Scope, amended.

International Property Maintenance Code, 2021 Edition, Section 701.1 Scope, is hereby amended to read as follows:

701.1 Scope. The provisions of this chapter shall govern the minimum conditions and standards for fire safety relating to structures and exterior premises, including fire safety facilities and equipment to be provided, for both vacant and occupied structures and premises.

18.50.160 Appendix A, Boarding Standard, adopted.

International Property Maintenance Code, 2021 Edition, Appendix A, Boarding Standard, is hereby adopted in its entirety.

18.50.170 Appendix A, Boarding Standard, Section A101.1 General, amended.

International Property Maintenance Code, 2021 Edition, Appendix A, Boarding Standard, Section A101.1 General, is hereby amended to read as follows:

A101.1 General. Except as otherwise required by this chapter, all windows and doors shall be boarded in an approved manner to prevent entry by unauthorized persons and shall be painted to correspond to the color of the existing structure.

18.50.180 Conflicting ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this chapter are hereby repealed.

SECTION 11. That Title 18 (Building and Construction), Chapter 18.60 (Flood Damage Prevention) is hereby amended as follows:

Chapter 18.60 – FLOOD DAMAGE PREVENTION CODE

Chapter 18.60 FLOOD DAMAGE PREVENTION*

Article I. Statutory Authorization—Findings of Fact—Purpose—Methods

18.60.010 Statutory authorization.

The Legislature of the State of Texas has, in the Flood Control and Insurance Act (Article 16.311, V.T.C.A., Water Code), delegated the responsibility to local governmental units to adopt regulations designed to minimize flood losses. Therefore, the city council of the city does adopt this chapter.

18.60.020 Findings of fact.

A. The flood hazard areas of El Paso are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.

B. These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

18.60.030 Statement of purpose.

It is the purpose of this chapter to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

A. Protect human life and health;

B. Minimize expenditure of public money for costly flood control projects;

C. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

D. Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;

E. Help provide information regarding flood-prone areas to the public.

18.60.040 Methods of reducing flood losses.

In order to accomplish its purposes, this chapter uses the following methods:

A. Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;

B. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

C. Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of floodwaters;

D. Control filling, grading, dredging and other development which may increase flood damage;

E. Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

Article II. Definitions

18.60.050 Generally.

Unless specifically defined below, words or phrases used in this chapter shall be interpreted to give them the meaning they have in common usage and to give this chapter its most reasonable application.

18.60.060 Flood control definitions.

As used in this chapter:

"Alluvial fan flooding" means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition and unpredictable flow paths.

"Apex" means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

"Appeal" means a request for a review of the floodplain administrator's interpretation of any provisions of this chapter or a request for a variance in improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.

"Appurtenant structure" means a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

"Area of future conditions flood hazard" means the land area that would be inundated by the one-percent-annual chance (100 year) flood based on future conditions hydrology.

"Area of shallow flooding" means a designated AO, AH, AR/AO, AR/AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

"Area of special flood hazard" means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed rate making has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A,

AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE or V.

"Base flood" means the flood having a one-percent chance of being equaled or exceeded in any given year.

"Base flood elevation (BFE)" means the computed elevation to which floodwater is anticipated to rise during the base flood. Base flood elevations (BFEs) are shown on flood insurance rate maps (FIRMs) and on flood profile.

"Basement" means any area of the building having its floor subgrade (below ground level) on all sides.

"Breakaway wall" means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

"Critical feature" means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

"Development" means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

"Elevated building" means, for insurance purposes, a non-basement building, which has its lowest elevated floor, raised aboveground level by foundation walls, shear walls, posts, piers, pilings or columns.

"Existing construction" means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

"Existing manufacture home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

"Expansion to an existing manufactured home park or subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"Flood" or "flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters;
2. The unusual and rapid accumulation or runoff of surface waters from any source.

"Flood elevation study" means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

"Flood Insurance Rate Map (FIRM)" means an official map of a community, on which the

Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

"Flood Insurance Study (FIS)" see "Flood elevation study" as the definition.

"Floodplain" or "flood-prone area" means any land area susceptible to being inundated by water from any source (see definition of flooding).

"Floodplain management" means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

"Floodplain management regulations" means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

"Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

"Flood protection system" means those physical structural works for which funds have been authorized, appropriated, and expended and for which improvements have been constructed specifically to modify flooding in order to reduce the extent of the areas within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

"Floodway (regulatory floodway)" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

"Floodway" see "Regulatory floodway."

"Functionally dependent use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

"Habitable floor" means any floor usable for the following purposes which include working, sleeping, eating, cooking or recreation, or a combination thereof. A floor used for storage purposes only is not a "habitable floor."

"Highest adjacent grade" means the highest, natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

"Historic structure" means any structure that is:

1. Listed individually in the national register of historic places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the national register;

2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the secretary to qualify as a registered historic district;

3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or

4. Individually listed on a local inventory or historic places in communities with historic preservation programs that have been certified either:

   a. By an approved state program as determined by the Secretary of the Interior, or

   b. Directly by the Secretary of the Interior in states without approved programs.

"Levee" means a manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

"Levee system" means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

"Lowest floor" means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

"Manufactured home" means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes the term "manufactured home" also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than one hundred eighty consecutive days. For insurance purposes the term "manufactured home" does not include park trailers, travel trailers and other similar vehicles.

"Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Mean sea level" means for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

"New construction" means, for the purposes of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, new construction means structures for which the start of construction commenced on or after the effective date of floodplain management regulation adopted by community and includes any subsequent improvements to such structures.

"New manufactured home park or subdivision" means a manufactured home park or subdivision or which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

"Recreational vehicle" means a vehicle which is (i) built on a single chassis; (ii) four hundred square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Regulatory floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

"Riverine" means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

"Special flood hazard area" see "Area of special flood hazard."

"Start of construction," (for other than new construction or substantial improvements under the Coastal Barrier Resources Act [Pub. L. 97-348]), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, additional placement, or other improvement was within one hundred eighty days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of building.

"Structure" means, for floodplain management purposes, a walled and roofed building including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

"Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent of the market value of the structure before the damage occurred.

"Substantial improvement" means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty percent of the market value of the structure before "start of construction" of the improvement. This term includes structures, which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either: (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or (2) any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

"Variance" means a grant of relief by a community from the terms of a floodplain management regulation. (For full requirements see Section 60.6 of the National Flood Insurance

Program regulations.)

"Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) of the National Flood Insurance Program regulations is presumed to be in violation until such time as that documentation is provided.

"Water surface elevation" means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Article III. General Provisions

18.60.070 Lands to which this chapter applies.

This chapter shall apply to all areas of special flood hazard within the jurisdiction of the city.

18.60.080 Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency (FEMA) in a scientific and engineering report, entitled "The Flood Insurance Study for the City of El Paso," (FIS), with accompanying Flood Insurance Rate Maps and Flood Boundary-Floodway Maps (FIRM and FBFM) utilizing the most current effective documents and any revisions thereto, are adopted by reference and declared to be a part of this chapter.

18.60.090 Establishment of development permit.

Development permits shall be used to ensure conformance with the provisions of this chapter.

18.60.100 Compliance.

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this chapter and other applicable regulations.

18.60.110 Abrogation and greater restrictions.

This chapter is not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this chapter and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

18.60.120 Interpretation.

In the interpretation and application of this chapter, all provisions shall be (1) considered as minimum requirements; (2) liberally construed in favor of the governing body; and (3) deemed neither to limit nor repeal any other powers granted under state statutes.

18.60.130 Warning and disclaimer of liability.

The degree of flood protection required by this chapter is considered reasonable for regulatory

purposes and is based on scientific and engineering considerations. On rare occasions, greater floods can and will occur and flood heights may be increased by manmade or natural causes. This chapter does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this chapter or any administrative decision lawfully made thereunder.

Article IV. Administration

18.60.140 Designation of the floodplain administrator.

The city manager shall designate a Texas licensed professional engineer as the floodplain administrator to administer and implement the provisions of this chapter and other appropriate sections of 44 CFR (National Flood Insurance Program regulations) pertaining to floodplain management.

18.60.150 Duties and responsibilities of the floodplain administrator.

Duties and responsibilities of the floodplain administrator shall include, but not be limited to, the following:

A. Maintain and hold open for public inspection all records pertaining to the provisions of this chapter;

B. Review permit applications to determine whether proposed building sites will be reasonably safe from flooding;

C. Review, approve or deny all applications for development permits required by adoption of this chapter;

D. Review permits for proposed development to assure that all necessary permits have been obtained from those federal, state or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 USC 1334) from which prior approval is required;

E. Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the floodplain administrator shall make the necessary interpretation;

F. Notify, in riverine situations, adjacent communities and the state coordinating agency, which is the Texas Department of Water Resources, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency;

G. Assure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained;

H. When base flood elevation data has not been provided in accordance with Section 18.60.080, the floodplain administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a federal, state or other source, in order to administer the provisions of this chapter;

I. When a regulatory floodway has not been designated, the floodplain administrator must require that no new construction, substantial improvements or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community;

J. Maintain surveillance over the operational and maintenance condition of the flood control system to ensure its safe and effective functioning; notify the street director of any required maintenance and/or repair work;

K. Conduct an annual inspection of the flood control system and provide a written inspection report, including an assessment of the operational condition, safety, effectiveness and maintenance condition of the system, and a line item list of required special maintenance or repairs, to the city manager or his designee and the director of the department of transportation, or to such other person, agency, department or entity as may be appropriate pursuant to other ordinances adopted by the city;

L. Review the annual schedule of maintenance for flood control facilities prepared by the street director and forward the annual schedule to the city manager or designee, or to such other person, agency, department or entity as may be appropriate pursuant to other ordinances adopted by the city, with appropriate recommendations regarding any changes to frequency or nature of maintenance work proposed and/or requirements for special maintenance or repair;

M. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones Al-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than one foot, provided that the community first completes all of the provisions required by Section 65.12.

18.60.160 Duties and responsibilities of the city manager or designee.

The city manager or his designee shall, to the extent that the following duties and responsibilities have not been delegated or assumed by another person, agency, department or entity pursuant to other ordinances adopted by the city:

A. Exercise overall management control of the construction, operation and maintenance of the flood control system;

B. Review, revise and approve the annual schedule of maintenance of the flood control system submitted by the street director;

C. Allocate resources as required to assure the timely execution of the annual maintenance schedule and the safe and effective operation of the flood control system.

18.60.170 Duties and responsibilities of the director of the department of transportation.

The director of the department of transportation shall, to the extent that the following duties and responsibilities have not been delegated or assumed by another person, agency, department or

entity pursuant to other ordinances adopted by the city:

A. Be the custodian of the flood control system, including all dams, detention all retention basins, outlet works, channels, pumping stations and all other public drainage conveyance structures;

B. Maintain and repair the system to ensure its safety and operational capability;

C. Maintain full-time surveillance of the operational readiness of the system. Immediately notify the city manager or his designee and the floodplain administrator of any system component that is in a state of reduced operational readiness;

D. Direct the operation of the system during storms and flooding to maximize the effectiveness of the system in reducing damage to public and private property and danger to public safety;

E. Participate in the annual inspection of the flood control system conducted by the floodplain administrator;

F. Prepare and submit to the floodplain administrator an annual schedule of maintenance and repair to the flood control system;

G. Carry out the annual schedule of maintenance repair as approved by the city manager or his designee.

18.60.180 Development permit procedures.

A. Application for a floodplain development permit shall be presented to the floodplain administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

1. Elevation (in relation to mean sea level) of the lowest floor (including basement) of all new and substantially improved structures;

2. Elevation in relation to mean sea level to which any nonresidential structure shall be flood proofed;

3. A certificate from a Texas licensed professional engineer that the nonresidential floodproofed structure shall meet the floodproofing criteria of Section 18.60.200(B) of this chapter;

4. Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development;

5. Maintain a record of all such information in accordance with Section 18.60.150(A) of this chapter.

B. Approval or denial of a building or grading permit by the floodplain administrator shall be based on all of the provisions of this chapter and the following relevant factors:

1. The danger to life and property due to flooding or erosion damage;

2. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
3. The danger that materials may be swept onto other lands to the injury of others;
4. The compatibility of the proposed use with existing and anticipated development as determined by the planning official;
5. The safety of access to all buildings in the time of flood;
6. The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
7. The justification of the proximity of the facility to the abutting floodway, where applicable;
8. The availability of alternate locations, not subject to flooding or erosion damage, for the proposed use;
9. The relationship of the proposed use to the comprehensive plan for that area.

C. Variance Procedures.

1. The construction board of appeals shall hear and render judgment on requests for variances from the requirements of this chapter.
2. The construction board of appeals shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this chapter.
3. Any person or persons aggrieved by the decision of the construction board of appeals may appeal such decision in the courts of competent jurisdiction.
4. The floodplain administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.
5. Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this chapter.
6. Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in subsection B of this section have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
7. Upon consideration of the factors noted above and the intent of this chapter, the construction board of appeals may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this chapter.
8. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
9. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's

continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

10. Prerequisites for granting variances:

    a. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

    b. Variances shall only be issued upon: (i) showing a good and sufficient cause; (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with the El Paso City Code.

    c. Any application to which a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

11. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that (i) the criteria outlined in subsections (C)(1) through (9) of this section are met, and (ii) the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

D. Development permit review fees for any Federal Emergency Management Agency (FEMA) applications shall be as established by city council in the annual budget resolution.

Article V. Provisions for Flood Hazard Reduction

18.60.190 General standards.

In all areas of special flood hazards, the following provisions are required for all new construction and substantial improvements:

A. All new construction or substantial improvements shall be designed or modified and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrostatic pressure and hydrostatic loads, including the effects of buoyancy;

B. All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;

C. All new construction or substantial improvements shall be constructed with materials resistant to flood damage;

D. All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding, and be elevated a minimum of 1

foot above the BFE;

E. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;

F. New and replacement sanitary, sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharge from the systems into floodwaters; and

G. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

18.60.200 Specific standards.

In all areas of special flood hazards where base flood elevation data has been provided as set forth in (a) Section 18.60.080, (b) Section 18.60.150(H), or (c) Section 18.60.210(B) of this chapter, the following provisions are required:

A. Residential Construction. New construction and substantial improvement of any residential structure shall have the lowest floor (including basement) be elevated a minimum of 1 foot above the BFE. A Texas registered professional engineer, architect, or land surveyor shall submit a Federal Emergency Management Agency National Flood Insurance Program Elevation Certificate to the floodplain administrator that the standard of this subsection as proposed in Section 18.60.180(A)(1) of this chapter is satisfied.

B. Nonresidential Construction. New construction and substantial improvements of any commercial, industrial or other nonresidential structure shall have either the lowest floor (including basement) be elevated a minimum of 1 foot above the base flood elevation or, together with appurtenant utility and sanitary facilities, be designed so that at least 1 foot above the BFE the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability, of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A Texas registered professional engineer or architect shall develop and/or review structural design, specifications and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification, which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed, shall be maintained by the floodplain administrator.

C. Enclosures. New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a Texas registered professional engineer or architect or meet or exceed the following minimum criteria:

1. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

2. The bottom of all openings shall be no higher than one foot above grade.

3. Openings may be equipped with screens, louvers, valves or other coverings or

devices provided that they permit the automatic entry and exit of floodwaters.

D. Manufactured Homes.

1. Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.

2. Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated a minimum of 1 foot above the BFE and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

3. Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with Zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of this section be elevated so that either:

a. The lowest floor of the manufactured home is elevated a minimum of 1 foot above the base flood elevation; and

b. The manufactured home chassis is supported by reinforced piers or other foundation elements adequately anchored to foundation system to resist flotation, collapse, and lateral movement.

E. Recreational Vehicles. Require that recreational vehicles placed on sites within Zones A1-30, AH and AE on the community's FIRM either (i) be on the site for fewer than one hundred eighty consecutive days, or (ii) be fully licensed and ready for highway use, or (iii) meet the permit requirements of Section 18.60.180(A), and the elevation and anchoring requirements for "manufactured homes" in subsection A of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

18.60.210 Standards for proposed subdivision.

A. All subdivision proposals, including manufactured home parks and subdivisions, shall be consistent with Sections 18.60.020, 18.60.030 and 18.60.040 of this chapter.

B. All proposals for the development of subdivisions, including manufactured home parks and subdivisions, shall meet building and grading permit requirements of Sections 18.60.090 and

18.60.180 and the provisions of this chapter.

C. Base flood elevation data shall be generated for subdivision proposals and other proposed developments, including manufactured home parks and subdivisions which are greater than fifty lots or five acres, whichever is lesser, if not otherwise provided pursuant to Section 18.60.080 or Section 18.60.150(H) of this chapter.

D. All subdivision proposals, including manufactured home parks and subdivisions, shall have adequate drainage provided to reduce exposure to flood hazards.

E. All subdivision proposals, including manufactured home parks and subdivisions, shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

18.60.220 Standards for areas of shallow flooding (AO/AH zones).

Located within the areas of special flood hazard established in Section 18.60.080 are areas designated as shallow flooding. These areas have special flood hazard associated with base flood depths of one to three feet where a clearly defined channel does not exist and where the path of flooding is unpredictable, and where velocity flow may be evident such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

A. All new construction and substantial improvements of residential structures shall:

1. Have the lowest floor (including basement, machinery, and equipment servicing the building) elevated above the highest adjacent grade (HAG) to at least 1 foot above the depth number specified in feet on the community's FIRM, or at least 3 feet if no depth number is provided.

B. All new construction and substantial improvements of nonresidential structures shall:

1. Have the lowest floor (including basement, machinery, and equipment servicing the building) elevated above the highest adjacent grade (HAG) to at least 1 foot above the depth number specified in feet on the community's FIRM, or at least 3 feet if no depth number is provided; or

2. Together with attendant utility and sanitary facilities be designed so that below the base specified flood depth in an AO Zone, or below the base flood elevation in an AH zone, level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.

C. A Texas registered professional engineer or architect shall submit a certification to the floodplain administrator that the standards of this section, as proposed in Section 18.60.180(A)(3) of this chapter, are satisfied.

D. Within Zone AH or AO, adequate drainage paths shall be required around structures on slopes, to guide floodwaters around and away from proposed structures.

18.60.230 Floodways.

Located within areas of special flood hazard established in Section 18.60.080 of this chapter, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters

which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

A. Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

B. If subsection A of this section is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this chapter.

C. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program Regulation, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first completes all of the provisions required by Section 65.12.

18.60.240 Violation.

A. It is unlawful for any person to violate any provision of this chapter.

B. Any person violating any provision of this chapter shall be deemed guilty of a misdemeanor and shall be punished as provided in Sections 1.08.010 through 1.08.030 of this Code.

SECTION 12. That Title 18 (Building and Construction), Chapter 18.70 (Energy Conservation Code) is hereby amended as follows:

Chapter 18.70 – ENERGY CONSERVATION CODE

18.70.010 Short title.

This chapter may be cited as the "Energy Conservation Code."

18.70.020 Adoption.

The book entitled "International Energy Conservation Code," 2021 Edition, a copy of which authenticated by the city clerk is on file in the city clerk's office, is adopted as the Existing Building Code of the city, in its entirety as fully as if copied in length in this chapter.

18.70.030 Reserved

18.70.040 Reserved

18.70.050 Reserved

18.70.060 Section C402.6 Air Barrier Requirement, Added

C402.6 Air barrier requirement. Insulation (including but not limited to loose fill, spray applied cellular fiber insulation as well as other blanket and batts insulation) installed in assemblies more than 60 degrees from the horizontal must be in substantial contact with an air barrier on all sides.

Exception: Air impermeable insulation. Air impermeable insulation is defined as:

A material having an air permeance equal to or less than 0.02 L/s-m2 at 75 Pa pressure differential tested according to ASTM E2178 or E283.

18.70.070 Reserved

18.70.080 Reserved

18.70.090 Appendix CA Board of Appeals, Adopted.
18.70.0100 Appendix CB Solar Ready Zone, Adopted.
18.70.0110 Appendix CC Zero Energy Commercial Building, Adopted.
18.70.0120 Reserved
18.70.130 Reserved

18.70.140 Reserved

18.70.150 Section R402.4.1.4 Air Leakage Required Certifications, Added.

R402.4.1.4 Required Certifications. Air leakage testing shall be performed by a third party certified to perform air infiltration testing by a national or state organization approved by the *code official*. The third party shall not be employed by nor have a financial interest in the entity that constructs the building. Accepted certifications include RESNET Home Energy Rater and Home Field Inspector, Building Performance Institute Infiltration and Duct Leakage professional or Building Analyst certification, and others as approved by the city.

R402.4.1.5 Third Party Registration. Approved third party performing air infiltration testing shall be registered with the city.

18.70.160 Section R403.3.8 - Duct leakage Required Certifications, Added

R403.3.8 Required Certifications. Duct leakage testing shall be performed by an *approved* third party certified to perform duct leakage testing by a national or state organization approved by the code official. The approved third party shall not be employed by nor have a financial interest in the entity that constructs the building. Accepted certifications include RESNET Home Energy Rater and Home Field Inspector, Building Performance Institute Infiltration and Duct Leakage professional or Building Analyst certification and others as approved by the code official.

R403.3.9 Third Party Registration. *Approved* third party performing duct leakage testing shall be registered with the city.

18.70.170 Reserved

18.70.180 Appendix RA Board of Appeals, Adopted.

18.70.190 Appendix RB Solar Ready Provisions – Detached One- and Two-Family Dwellings and Townhouses, Adopted.

18.70.200 Appendix RC Zero Energy Residential Buildings, Adopted.

18.70.210 Conflicting ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this chapter are hereby repealed.

SECTION 13. That except as herein amended, Title 18 (Building and Construction) of the El Paso City Code shall remain in full force and effect.

(Signatures Begin of Following Page)

ADOPTED This ____ day of _____, 2023.

CITY OF EL PASO:

ATTEST:

Oscar Leeser, Mayor

Laura Prine, City Clerk

APPROVED AS TO FORM:

Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe, Director
Planning and Inspections Department

REDLINES

Chapter 18.02 - BUILDING AND CONSTRUCTION ADMINISTRATIVE CODE[1]

18.02.101 - TITLE AND SCOPE

18.02.101.1 - Title.

The provisions of this chapter shall constitute and be known and be cited as the "Building and Construction Administrative Code" hereinafter referred to as "this Code" of the City of El Paso.

18.02.101.2 - Purpose.

The purpose of this Code is to provide for the administration and enforcement of the following technical codes adopted by the City, as amended:

El Paso City Code Chapter 18.08, Building Code.

El Paso City Code Chapter 18.10, Residential Building Code.

El Paso City Code Chapter 18.12, Mechanical Code.

El Paso City Code Chapter 18.16, Electrical Code.

El Paso City Code Chapter 18.18, Outdoor Lighting Code.

El Paso City Code Chapter 18.20, Plumbing Code.

El Paso City Code Chapter 18.21, Private Sewage Disposal Code.

El Paso City Code Chapter 18.24, Gas Code.

El Paso City Code Chapter 18.28, Existing Building Code.

El Paso City Code Chapter 18.30, Swimming Pool & Spa Code.

El Paso City Code Chapter 18.40, Vacant Building Code.

El Paso City Code Chapter 18.44, Grading.

El Paso City Code Chapter 18.46, Landscape Code.

El Paso City Code Chapter 18.47, Irrigation Code.

El Paso City Code Chapter 18.50, Property Maintenance Code.

El Paso City Code Chapter 18.60, Flood Damage Prevention.

El Paso City Code Chapter 18.70, Energy Conservation Code.

El Paso City Code Chapter 18.80, Alternative Energy Conservation Code – Deleted in its entirety.

The provisions of this Code and the technical codes shall govern all construction and installations, regardless of the trade areas concerned or of the type or class of permit under which the work is performed.

18.02.101.3 - Interpretation.

Where, in any specific case, different sections of this Code, or of the technical codes, or other codes mentioned herein, specify different materials, methods of construction or other requirements, the most restrictive shall govern.

Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

Where there are any conflicting provisions between this Code and the International Building Code and/or International Residential Code, ~~[2015] 2009~~ 2021 Edition, Chapter 1, Scope and Administration, this Code shall prevail.

All references as may be used in state or other applicable law, and in the ordinances and technical codes of the city, to the plumbing official, mechanical official, gas official, code official, or the authority having jurisdiction, shall mean the building official.

All references within the technical codes to the building department or the department of building safety shall mean the building permits and inspections division or the code compliance division of departments of the city as provided by ordinance, as applicable, or as designated by the city manager. All references in this chapter to the department, when relating to the duties of the department, shall mean the building permits and inspections division or the code compliance division, as applicable, or as designated by the city manager.

18.02.101.4 - Referenced standards.

Standards referenced in the technical codes shall be considered an integral part of the codes without separate adoption. If specific portions of a standard are denoted by Code text, only those portions of the standard shall be enforced. Where Code provisions conflict with a standard, the Code provisions shall be enforced. Permissive and advisory provisions in a standard shall not be constructed as mandatory.

18.02.101.5 - Code remedial.

This Code is declared to be remedial, and shall be construed to secure the beneficial interests and purposes thereof, which are public safety, health, and general welfare, through structural strength, stability, sanitation, adequate light and ventilation, and safety to life and property from fire and other hazards attributed to the built environment including alteration, repair, removal, demolition, use and occupancy of buildings, structures, or premises, and by regulating the installation and maintenance of all electrical, gas, mechanical and plumbing systems, which may be referred to as service systems.

18.02.101.6 - Quality control.

Quality control of materials and workmanship is not within the purview of this Code except as it relates to the purposes stated herein or the requirements of the technical codes.

18.02.101.7 - Permitting and inspection.

The inspection or permitting of any building, structure, system or plan by any jurisdiction, under the requirements of this Code, shall not be construed in any court as a warranty of the physical condition of such building, system or plan or their adequacy. No jurisdiction nor any employee thereof shall be liable in tort for damages for any defect or hazardous or illegal

condition or inadequacy in such building, system or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting.

18.02.102 - DEFINITIONS

Unless otherwise expressly stated, the following words and terms shall have the meanings as shown in this Code. In addition, definitions located in the technical codes are hereby incorporated into this Code.

1. ~~1.~~ Building, existing: building constructed prior to the adoption of the Building Code for which a legal certificate of occupancy has not been issued. A building subject to the Existing Building Code.
2. ~~2.~~ Building O~~o~~fficial: The official appointed pursuant to Section 18.02.103.1 of this Code who is charged with the administration and enforcement of the codes enumerated in Section 18.02.101.2 above.
3. ~~3.~~ Expedited ~~Customized~~ plan review ~~(CPR):~~ The ~~customized~~ expedited plan review process may be used to expedite the review of commercial construction documents for new construction projects, major additions to existing facilities and for complex projects upon payment of the established fee.
4. ~~4.~~ Home improvement: The repair, replacement, remodeling, alteration, conversion, modernization, or addition to any existing building or any portion or system thereof which is used or designed to be used as a dwelling unit, including construction, replacement or improvement of porches, garages, carports, roofs, fences, rockwalls and swimming pools.
5. ~~5.~~ Master permit: All new construction shall require a building permit that shall serve as the master permit and all other required permits (electrical, mechanical, plumbing, fire, and/or irrigation permits) shall be obtained separately and attached to the master permit. For new construction, master permits must be obtained prior to any other required permits.
6. ~~6.~~ Separate subcontractor permit: Are permits issued for disciplines such as electrical, mechanical, plumbing, fire, and/or irrigation. Separate subcontractor permits are issued separately and may be used as stand-alone permits or may be attached to a master permit for new construction.

~~7. Permit by appointment (PBA): The permit by appointment process may be used to expedite the review of any residential construction documents for permits issued by the department other than those specifically addressed under the customized plan review process, upon payment of the established fee.~~

7. ~~8.~~ Permittee: The governmental entity, utility company, contractor, person or business entity that has received a permit pursuant to this chapter.
8. ~~9.~~ Tenant improvement: Work performed by or on behalf of a tenant in a completed building, or shell, or space within a building that has previously received a certificate of occupancy or certificate of completion.
9. ~~10.~~ Shell I structure: A shell I structure shall consist of foundation, exterior walls, roofing along with underground MEP systems only.

10. ~~11.~~ Shell II structure: A shell II structure may have interior walls as well as partial interior MEP systems however, remain incomplete until a tenant improvement completes the structure for occupancy.

18.02.103 - POWERS AND DUTIES OF THE BUILDING OFFICIAL

18.02.103.1 - Building official.

The building official shall be designated by the city manager and shall obtain valid building official certification from the International Code Council or other recognized certification program as required by the approved job specifications for the position.

18.02.103.2 - Administration and enforcement.

The building official shall be responsible for enforcing the provisions of this Code and of the technical codes and is authorized to render interpretations of those codes that are consistent with their spirit and purpose. The building official is further authorized to designate employees of the building permits and inspections division and code compliance division to perform these duties.

18.02.103.3 - Deputy building officials.

The building official may designate city employees to be known as deputy building officials under either the building permits and inspections division or the code compliance division for purposes of carrying out authority and delegation with respect to all matters under this Code and the technical codes.

Employees designated to be known as deputy building officials shall have a valid building official certification from the International Code Council or other recognized certification program at the time of appointment and shall have the powers as delegated by the building official. Final authority for interpretation of the codes enumerated in Section 18.02.101.2 shall rest with the building official.

To the extent that provisions in the technical codes regarding the designation or appointment of deputy building officials may be contrary to the provision in this section, this section shall control.

18.02.103.4 - Chief inspector qualifications.

Chief I~~i~~nspectors in the building permits and inspection division and the code compliance division shall obtain valid building official certification from the International Code Council or other recognized certification program as required by the approved job specifications for the position.

18.02.103.5 - Inspector qualifications.

Inspectors in the building permits and inspections division and the code compliance division shall obtain valid inspector certification from the International Code Council or other recognized certification program as required by the approved job specifications for the position.

18.02.103.6 - Right of entry.

Whenever necessary to make an inspection to enforce any of the provisions of this Code and of the technical codes, or whenever the ~~b~~Building ~~o~~Official has reasonable cause to believe that there exists in any building or upon any premises any condition or code violation which makes such building, structure, premises, electrical, gas, mechanical or plumbing systems unsafe, dangerous or hazardous, the building official may enter such building, structure or premises at all reasonable times to inspect the same or to perform any duty imposed upon the building official by this Code or the technical codes; provided, that if such building or premises is occupied, he shall first present proper credentials and request entry. If such building, structure or premises is unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of such and request entry. If entry is refused, the building official shall have recourse to every remedy provided by law to secure entry.

18.02.103.7 - Inspection warrant.

When the building official shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building, structure or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the building official for the purpose of inspection and examination pursuant to this Code or the technical codes.

18.02.103.8 - Tests.

The building official may require tests or test reports as proof of compliance with any provision of this Code or of the technical codes. Required tests are to be made at the expense of the owner, or his agent, by an approved testing laboratory or other approved agency.

18.02.104 - CONTRACTORS AND LICENSING

18.02.104.1 - Contractors' responsibilities.

It shall be the duty of every contractor who shall make contracts for the construction, installation or repair of buildings, structures, or fire protection, electrical, gas, mechanical or plumbing systems, for which a permit is required, to conform to the requirements of this Code and the technical codes and with all other federal and state regulations.

18.02.104.2 - Contractor registration.

Persons, firms, partnerships or corporations doing business as contractors shall file an annual registration application with the department to be eligible to apply for and obtain permits. The established registration fee shall accompany such application. Pursuant to the State Occupations Codes, plumbing, electrical and mechanical contractors shall be exempt from the registration fee.

Plumbing, electrical and mechanical contractors shall provide copies of the bond and general liability insurance policies, to include exemptions and/or restrictions associated with such policies.

18.02.104.3 - Registration application.

The application shall require such information as determined reasonably necessary by the building official and shall include the following:

1. ~~1.~~ Company or business name, as well as all company names used for the last five years.
2. ~~2.~~ Company or business address and phone number, as well as all previous business addresses for last five years.
3. ~~3.~~ Number of years the company has been in operation.
4. ~~4.~~ Principal owner of company.
5. ~~5.~~ Name of company operator or manager.
6. ~~6.~~ Full name, date of birth, residence address, residence phone number, position with the company, and current e-mail of the person completing the application.
7. ~~7.~~ A list of individuals authorized to obtain permits on behalf of the company and what documentation each will show to verify authorization when obtaining permits on behalf of the company, such as a Driver's License Number or other identification card number.

18.02.104.4 - Disclosures.

The registration application shall include disclosure of the following information:

Whether the principal owner or operator has filed an assumed name certificate with El Paso County. If so, a copy of such shall be attached.

Whether there are any restrictions and/or exceptions imposed on the company's bond or general liability coverage.

18.02.104.5 - Acknowledgements.

The registration application shall be signed by the principal owner or operator of the company and shall include a statement acknowledging the following:

1. ~~1.~~ That the company and the persons involved understand that they have a duty to comply with this Code and the technical codes.
2. ~~2.~~ That to be eligible to obtain permits from the city, they must annually file the registration application required by this section.
3. ~~3.~~ That all statements made in the registration application and submittal attachments are true and correct.

18.02.104.6 - Licenses required.

No individual, firm or corporation shall construct, install, maintain or repair any air conditioning, cooling, refrigeration or heating equipment, electrical equipment, plumbing, gas equipment, residential water treatment equipment, fire protection systems, or irrigation systems for which a permit is required, nor contract to do so, without being a holder of a proper license for the appropriate class of work being done as required by the State of Texas and this Code as listed herein. No individual, firm or corporation shall employ or otherwise cause any person who does not hold an appropriate license to engage in such activities for which a license is required.

1. ~~1.~~ Mechanical contractors. No person, firm or corporation shall install, maintain or repair any air conditioning, cooling, refrigeration or heating equipment, nor contract to do so, without being a holder of a proper license for the appropriate class of work being done

as required by the Texas Department of Licensing and Regulation and this Code; nor shall any person, firm or corporation employ or otherwise cause any person who does not hold an appropriate license to engage in such activities for which a license is required.

2. ~~2.~~ Electrical contractors. No person or entity shall engage in electrical contracting or hold themselves out to be able to engage in electrical contracting without being the holder of a master electrician's license or the registered employer of a ~~full time~~full-time employee who is a master electrician. Electrical work shall be performed under the control, supervision, direction and responsibility of a master electrician.
3. ~~3.~~ Plumbing contractors. No person or entity shall engage in plumbing contracting or hold themselves or itself out to be able to engage in plumbing contracting without being the holder of a master plumbing license or the registered employer of a ~~full time~~full-time employee who is a master plumber.
4. ~~4.~~ Plumbing and gas installations, including water treatment equipment, shall be performed under the control, supervision, direction and responsibility of a master plumber and certified residential water treatment operator, respectively.
5. ~~5.~~ Irrigation systems shall be performed under the control, supervision, direction and responsibility of a master plumber or licensed irrigator.

Fire Protection.

6. ~~6.~~ Each person or organization, before engaging in business as an independent fire protection system contractor must obtain a certificate of registration from the Texas Department of Insurance (Texas State Fire Marshal's Office). A registered firm may not subcontract with an unregistered firm to allow the unregistered firm as an independent contractor to perform any act of a fire protection system contractor.
7. ~~7.~~ An individual or organization may not engage in the business of planning, certifying, leasing, selling, installing, servicing, monitoring, or maintaining:
    a. ~~a.~~ Any fire alarm, or fire detection devices, or systems;
    b. ~~b.~~ Portable fire extinguishers;
    c. ~~c.~~ Fixed fire extinguisher systems;
    d. ~~d.~~ Fire protection sprinkler systems, and
    e. ~~e.~~ Any other type of fire protection system; unless the individual or organization holds a registration certificate issued by the Texas Department of Insurance (Texas State Fire Marshal's Office).
8. ~~8.~~ Medical Gas installations shall be performed by a master plumber with state medical gas endorsement.

18.02.104.7 - Bonds required.

It shall be the duty of every contractor, owner, firm, partnership, corporation, and builder who shall make contracts to construct, install, maintain or repair buildings, structures or systems for which a permit is required, and every contractor, owner, or builder making such contracts and subletting the same, or any part thereof, to have on file with the city, a bond in the sum of

~~twenty-five~~fifty thousand dollars executed in a form prescribed and approved by the city attorney. This section shall apply to plumbing, mechanical, electrical, irrigation and fire contractors acting as general contractors, whether or not state law requires a bond for their particular discipline.

Exceptions:

1. ~~1.~~ The following type of work shall require a bond in the sum of ten thousand dollars executed in the form prescribed and approved by the city attorney:
    a. ~~a.~~ Irrigation installations.
    b. ~~b.~~ Site lighting and landscape installations.
    c. ~~c.~~ Temporary structure placement.
    d. ~~d.~~ Mobile placement permits.
    e. ~~e.~~ Temporary sign placements.
    f. ~~f.~~ Tents in excess of two hundred square feet.
    g. ~~g.~~ Fences.
    h. ~~h.~~ Pavement and curb cut excavation.

    ~~However~~However, the building official shall have the authority to require a bond in the amount of twenty-five thousand dollars if the subject work exceeds ten thousand dollars in valuation.
2. ~~2.~~ The following type of work shall not require a bond:
    a. ~~a.~~ Residential property owners doing all the construction work or who will be hiring workers without employing a licensed contractor to perform the construction work on the residence they claim as their homestead.
    b. ~~b.~~ Federal, state, county and city agencies and departments performing building work on their facilities and using only their employees to perform the construction work.
    c. ~~c.~~ Commercial building and facilities owners, agents or lessees requesting permits for change of occupancy permits or minor nonstructural remodeling work which does not affect means of egress, such as nonload bearing partitions within tenant spaces and whose cost does not exceed five thousand dollars.

18.02.104.8 - Bond requirements.

1. ~~1.~~ No permit shall be issued under this chapter to any person, firm, or corporation applying for a permit until such applicant has filed with the city, the required bond signed by a surety company authorized to do business in Texas. The city and the person for whom the work is to be done shall be named as co-obligees under such bond. The bond shall provide that the principal and its agents, employees, and subcontractors shall comply with all provisions of this Code and the technical codes and that the principal shall pay damages which are sustained by the city or by the person for whom the work is done and that are caused by failure of the principal, its agents, employees or subcontractors to comply with

the provisions of this Code and the technical codes, and that the principal shall indemnify the city against all claims arising out of such failure to comply. Bonds shall be issued and maintained for the time period from the issuance of the permit through one year after the date of completion of the work for which the bond was required. The surety shall be acceptable to the city as to solvency; and if the city becomes dissatisfied that the surety is solvent, a new bond may be required. In addition, the surety shall be required to notify the city within thirty days of any termination or cancellation of the bond or any claims paid which reduce the liability under the bond.

2. ~~2.~~ Permit applicants who have provided a bond to the city in the amount required, for a permit pursuant to the requirements of a chapter of the City Code other than this chapter, that meets all of the requirements established in this chapter, shall not be required to obtain an additional bond but are required to provide a copy of such bond, provided that such bond specifically includes coverage for the permit or permits issued pursuant to this chapter. Permittees who have multiple permits issued pursuant to this chapter are required to provide only one current valid bond for all such permits but may be required to provide a copy of the current bond with each application for a permit.

3. ~~3.~~ Contractors under contract with a government agency shall provide the bond required in this section. No bond is required when all of the work performed pursuant to a permit issued under this chapter to a government agency is performed entirely by the employees of that government agency.

18.02.104.9 - Insurance required.

No contractor, owner, firm, partnership, corporation, or builder bonded or required to be bonded under Section 18.02.104.7 shall apply for a permit until the applicant presents evidence satisfactory to the building official that the applicant meets the minimum insurance requirements stated herein. Homestead permits for new construction is not exempt from obtaining required insurance.

Exceptions: Apartment complexes, hospitals, school districts, retirement communities and other facilities approved by the building official, using only their own employees to perform all of the permitted construction work only on property which they own, subject to the approval of the building official.

18.02.104.10 - Insurance requirements.

The applicant shall procure and shall maintain during the term of the permit such commercial general liability, property damage liability and vehicle liability insurance, naming the permittee and any subcontractor performing work associated with the permit as insured, co-insured or additional insured for claims for damages for personal injury, including accidental death, as well as from claims for property damage that may arise from work associated with the permit.

1. ~~1.~~ Minimum limits of liability and coverage shall be two hundred fifty thousand dollars for bodily injury liability, including death, for each person, and five hundred thousand dollars in the aggregate, and one hundred thousand dollars for property damage for each occurrence, and one hundred thousand dollars in the aggregate. Permit applicants that are

governmental entities may comply with the insurance requirements of this section by providing certification that they are self-insured.

2. ~~2.~~ Such insurance shall be written by an accredited insurance company under the supervision of the Board of Insurance Commissioners of the State of Texas. Evidence of compliance with these insurance requirements shall be considered as having been met when copy of the insurance policy or a certificate of insurance has been filed with and approved by the building official. Such policy shall include an endorsement that the city is named as an additional insured to the full amount of the policy limits and that building official shall be notified at least thirty days in advance in the event the policy or policies are canceled and ten days in advance for cancelation due to non-payment of policy premiums. The certificate of insurance shall recite or attach such endorsement for additional insured and the notice requirements. The permittee shall maintain said insurance with a solvent insurance company authorized to do business in Texas. The policy shall provide that the insurer will defend against all claims and lawsuits which arise and will pay any final judgment of a court of competent jurisdiction against the city, its officers, agents, servants or employees and permittee, his officers, agents, servants or employees. Failure to keep the policy in full force and effect throughout the term of the permit shall be grounds for cancellation of the permit.
3. ~~3.~~ Permit applicants who have provided certificates of insurance to the city pursuant to the requirements of a chapter of the City Code other than this chapter, that meet all of the requirements established in this chapter, shall not be required to obtain additional insurance but are required to provide such certificates of insurance showing present coverage as required in this chapter.
4. ~~4.~~ Governmental agencies: Permits shall be required in connection with all city (including but not limited to El Paso Public Service Board/El Paso Water Utilities), county, state, or federal public works projects provided that no initial permit fee shall be required for such projects. When work is performed by the employees of a governmental agency, the insurance requirements of this section may be met by providing certification that the governmental agency obtaining the permit is self-insured. Work performed by those contracting with a governmental agency shall provide the insurance required herein. Permits issued for homeowner/homesteads need to provide insurance for new construction only.

18.02.104.11 - Identification of vehicles.

Every person engaging in business for which a license is required under Section 18.02.108.4 shall mark all vehicles used in the conduct of such business, with the name under which such business is conducted and the license number. The same name and number shall be used for all vehicles of such person or entity. The markings shall be as follows:

1. ~~1.~~ Permanent signs only (not magnetic or removable).
2. ~~2.~~ Letters and numbers at least two inches high.
3. ~~3.~~ A color of sufficient contrast to the vehicle color so as to be plainly legible.
4. ~~4.~~ Marked on both sides of vehicle.

18.02.105 - PERMITS

18.02.105.1 - Permit application.

Any owner, authorized agent or contractor who desires to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect or construct a sign, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical, plumbing or fire protection systems, or board and secure a vacant premises, where the work is regulated by the technical codes or the fire code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit for the work. No permit required under this Code or the technical codes shall be issued until the proper application, on a form approved by the building official, accompanied by all required documents, has been filed with the department and the established fee has been paid.

Exception:

1. The County of El Paso, the State of Texas, and the United States Government and other governmental entities that are, as a matter of law, are exempt from having to obtain a permit, provided, that only such construction as is owned, operated and maintained by such governmental agencies.

18.02.105.3 - Master permits.

For all new construction, a master permit must be obtained/issued prior to the issuance of any separate subcontractor permits for any electrical, mechanical, plumbing, fire and/or irrigation permits.

18.02.105.4 - Separate subcontractor permits.

Separate subcontractor permits are required for building, gas, plumbing, mechanical, electrical, irrigation, and fire protection work.

18.02.105.5 - Permits required for every building.

Permits shall be required for every building, structure, or service system. This includes every separate building or structure regardless of the number of buildings or structures located on the same site or lot and regardless of the ownership of such buildings, structures or service systems. For projects where there are multiple buildings of similar nature on a single parcel, such as apartment complexes or storage units, the master building permit fee shall be calculated as if the project were a single building.

Exceptions:

For one- or two-family dwellings; ~~the accessory buildings, structures, and~~ fences may be permitted under the same permit as the principal building or structure provided ~~all~~ such ~~accessory buildings, structures and~~ fences are located on the same site or lot and are under the same ownership as the principal building or structure.

1. ~~1.~~ All portions of the same building, structure or service system created by dividing one building, structure, or service system by fire walls shall be permitted under the same permit provided all such portions thus created are located on the same site or lot and are under the same ownership, and are intended for construction under the same schedules.
2. ~~2.~~ The building official may allow construction of minor, related work of the same type under one permit for more than one building, structure, or service system when located on the same site or lot and under the same ownership.
3. ~~3.~~ In the case of City Annual Permits, the building official may allow for the use of a single permit to be issued to a City Department that will apply to all buildings, structures, or service systems under their control that are owned or operated by the City of El Paso.

18.02.105.6 - Information required.

Each application for a permit, with the required established fee, shall be filed with the building official on a form furnished for that purpose, and shall contain a general description of the proposed work and its location. The application shall be signed by the owner or his authorized agent. The building permit application shall indicate the proposed occupancy of all parts of the building and of that portion of the site or lot, if any, not covered by the building or structure, and shall contain such other information as may be required by the building official.

18.02.105.7 - Drawings and specifications.

Drawings, specifications, engineering calculations, diagrams, soil investigation reports, special inspection and structural observation programs, and other data as required by the building official, shall be submitted in a digital form compatible with the city's system, with each application for permit. Paper submittals of full plan sets for new construction shall be assessed the established fee for conversion of paper documents to digital format. The construction documents shall be prepared, signed and sealed by a registered design professional where required by state law and this Code. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional. At any time prior to issuance of a master building permit, all construction documents submitted to the department may be expedited to reduce the review time. Such requests must be submitted in writing to the building official.

Exception: The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this Code.

18.02.105.8 - Additional data.

A. ~~A.~~ The building official may require details, computations, stress diagrams, and other data necessary to describe the construction or installation and the basis of calculations. All drawings, specifications and accompanying data required by the building official to

be prepared by an architect or engineer shall be affixed with their signature and official seal.

B. ~~B.~~ Title sheet. Construction documents shall contain a title sheet(s) indicating the name, address, and phone numbers of project owner(s), design professionals, and contractors (if known). The title sheet shall also contain information regarding the Code review as performed by the design professional, including the size of the building, type of construction, and type(s) of occupancy, building area, and height modifications (if any), fire sprinklers (if any), deferred items (if any), and other information as directed by the building official.

C. ~~C.~~ A Pre-Submission Conference will be required for projects receiving city assistance. Applicants with projects receiving funds of any kind or tax incentives will be required to attend a pre-submission conference with appropriate project staff to explain proposed development and receive instruction/requirements to expedite the review and permitting of their projects. The conference will be scheduled and conducted in advance of any plan submittals to the city.

18.02.105.9 - Design professional.

The architect or engineer who prepares construction documents shall have full responsibility for complying with Texas Occupations Code, Chapter 1001 (Engineers) or Chapter 1051 (Architects), as applicable, and shall affix his official seal to said drawings, specifications and accompanying data for the following:

1. For new construction, additions, expansions or for changes in occupancy or use of:

   A. All Group A, B, E, F, H, I, and M occupancies;

   B. Buildings and structures three stories or more high;

   C. All buildings and structures, five thousand square feet or more in area, excluding group R-3 occupancies.

2. For tenant improvements, alterations, repair, or rehabilitation, including changes of occupancy, of:

   A. All Group A, ~~B,~~ E, F, H, and I, ~~and M~~ occupancies where the affected area exceeds one thousand square feet or the proposed work involves or affects structural elements, fire-resistive elements or fire exits;

   B. All Group B, and M occupancies where the affected area exceeds three thousand square feet meeting the requirements for a single exit and not exceeding more than 29 occupants, or the proposed work involves or affects structural elements, fire-resistive elements or fire exits;

   ~~B~~C. All other buildings and structures three stories or more high.

For all other buildings and structures, the submittal shall bear the certification of the applicant that some specific state law exception permits its preparation by a person not so registered.

Every application for a permit to do electrical work on residential premises over ~~two~~ five thousand ~~five hundred~~ square feet in living area ~~and all nonresidential premises~~ shall be

accompanied by drawings and electrical load calculations. Such drawings and electrical load calculations shall be signed by a master electrician, unless they bear the signature and seal of an electrical engineer.

18.02.105.10 - Application submission.

Plumbing, electrical, mechanical and special building (including roofing) permit applications which are not required to be accompanied by plans shall be submitted and paid for in the department.

18.02.105.11 - Examination of documents/plan review.

The building official shall examine or cause to be examined each application for a permit and the accompanying documents, consisting of drawings, specifications, computations and additional data, and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of the technical codes and all other pertinent laws or ordinances.

18.02.105.12 - Issuing permits.

The building official shall act upon an application for a permit without unreasonable or unnecessary delay. If the building official is satisfied that the work described in an application for a permit and the contract documents filed therewith conform to the requirements of the technical codes and other pertinent laws and ordinances, and all required established fees have been paid, he shall issue a permit to the applicant.

18.02.105.13 - "One call" system notification.

When a permit is requested by an applicant under this Code, and excavation or digging is involved, the building official shall require that a "one call" service be contacted by the permit applicant. The applicant shall be responsible for making the "one call" and no duty is expressed or implied on the part of the city to verify that such "one call" has been made by the applicant. However, the building official shall require confirmation, in a manner which he believes to be appropriate, that such a "one call" has been made by the applicant. A permit shall be denied for failure to contact a "one call" service or provide confirmation that such "one call" service has been contacted by the applicant when the building official requires that a "one call" service be contacted.

18.02.105.14 - Application referral to city departments for approval—Permits not issued for work in violation of ordinances.

A. Application for permit for the construction, alteration or repair of buildings or structures shall be subject to the requirements of all applicable ordinances, laws and regulations, including but not limited to, the requirements for acceptance of subdivision improvements, as well as drainage approval where a subdivision plat is not required. Applications involving more than one acre of land shall require stormwater pollution prevention (SWPP) permit. Applications for properties located in the floodplain shall also be subject to FEMA regulations. The city manager or designee shall promptly approve, disapprove or conditionally approve the application as to its compliance with all applicable ordinances, laws and regulations; and no permit shall be issued until the application is so approved.

B. A permit shall not be issued for any work which would involve a violation of the zoning ordinance or any other law or ordinance, and any permit so issued shall be void.

C. The approval, disapproval or conditional approval of a permit required by this Code shall be based on the orders, regulations, ordinances or other duly adopted requirements in effect at the time the application for the permit is filed. When a series of permits is required for the development of a project, the applicant, by providing verification of the orders, regulations, ordinances or other duly adopted requirements in effect at the time the original application was filed for the first permit in that series, shall be entitled to develop that project based on those orders, regulations, ordinances or other duly adopted requirements.

D. No permit shall be issued until all required and/or applicable impact fees have been paid and any permit so issued shall be void.

18.02.105.15 - Prerequisite to issuance of permits.

A. Unconditional permits. An unconditional master building permit shall be issued for a lot within a subdivision, or a lot within an approved phase of a subdivision when the subdivision plat required by Title 19 (Subdivisions) of this Code has been recorded and the subdivision improvements required by the subdivision plat or accompanying subdivision improvement plans, have been constructed, completed, and if the improvements are public improvements, accepted for maintenance by the city.

B. Conditional permits. If the subdivision improvements required under Title 19 (Subdivisions), have not been constructed, completed, and if the improvements are public improvements, accepted by the city for maintenance, then the building official may issue conditional master building permits for lots within the subdivision or lots within an approved phase of the subdivision provided the following requirements are complied with:

1. The developer provides financial security in accordance with Section 19.08.040 of the City Code for completion of the subdivision improvements; and

2. Fully charged fire hydrants are installed within the subdivision or the approved phase of the subdivision; and

3. Drivable surface, acceptable to the fire code official and the building official in accordance with applicable ordinances, has been constructed within the subdivision or the approved phase of the subdivision.

18.02.105.16 - Authorization to proceed with construction.

The building official may issue to a contractor duly registered with the department an authorization to proceed with construction without a master building permit subject to the following conditions:

1. Application for the master building permit has been submitted to the building official, and

2. All required drawings for all aspects of the work have been submitted to the building official for review; and,

3. After, the first review cycle and no conflicts or violations with Title 19 and 20 of the City Code are determined; and,

34. Either the owner or lessee of the building or structure, as applicant, has in the form and manner required by the building official, provided a statement that the applicant understands and agrees that the project is proceeding at the applicant's sole risk and that all requirements of this Code necessary to obtain the master building permit have been accomplished.

The work commenced under an authorization to proceed with construction shall not progress beyond the first required inspection for any type of permit sought until the permit is issued. No inspection shall be granted until the permit is issued, unless authorized by the building official.

18.02.105.17 - Affidavits.

The building official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and if accompanied by drawings showing the structural design, a statement that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. The building official may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit copies of inspection reports as inspections are performed and upon completion of the structure, electrical, gas, mechanical or plumbing systems a certification that the structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the requirements of the technical codes. When, under this section, the building official relies upon such affidavit, the architect or engineer shall agree, as provided in the affidavit required in this section, to accept full responsibility for the compliance of the design documents with all provisions of the technical codes and other pertinent laws or ordinances.

18.02.105.18 - Permit issued on basis of an affidavit.

Whenever a permit is issued in reliance upon an affidavit submitted under Section 18.02.105.17, or whenever the work to be covered by a permit involves installation under conditions which, in the opinion of the building official, are hazardous or complex, the building official shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations be responsible for conformity with the permit, and upon completion make and file with the building official written affidavit that the work has been done in conformity with the reviewed plans and with the provisions of the technical codes. In the event such architect or engineer is not available, the owner shall employ in his stead another architect or engineer licensed by the State of Texas.

18.02.105.19 - Plans.

When the building official issues a permit, he shall endorse in writing or by stamp, both sets of plans "THESE PLANS HAVE BEEN REVIEWED FOR GENERAL CONFORMITY WITH ALL PERTINENT CODES AND ORDINANCES." One set of drawings so reviewed shall be retained by the building official and the other set shall be returned to the applicant. The permitted

drawings shall be kept at the site of work and shall be open to inspection by the building official or his authorized representative. The printing of approved electronic plan sets for use by the contractor shall be the responsibility of the permit applicant.

18.02.105.20 - Conditions of permits.

A permit issued shall be construed as authority to proceed with the work and not as authority to violate, cancel, alter, or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the building official from thereafter requiring a correction of errors in plans, construction, or violations of this Code or the technical codes.

18.02.105.20.1 - Construction work hours.

A permit issued shall be construed as authority to proceed with the work from Monday through Saturday from 6:00 a.m. to 10:00 p.m. (the "established construction hours"). No work, including but not limited to new construction, repair, remodeling or grading of any kind shall be conducted outside the established construction hours or on legal holidays or Sundays unless the property owner or his authorized agent has paid the established fee and obtained an ~~after hours~~after-hours construction/grading permit.

18.02.105.20.2 - After hours construction/grading permit.

An application for after hours construction permit shall be granted by the permit official upon a showing of urgent necessity, or upon a showing that the public interest will be served by issuance of the permit, or upon a showing that the public peace and quiet will not be ~~un~~reasonably disturbed, provided the following requirements are met:

A. The application shall provide a written rationale detailing the reason for the request.

B. The application shall be filed seven days prior to the start date for after hours construction.

C. The permit holder shall agree to provide a completed notification form as provided by the Permit Official to persons occupying property within three hundred feet of the construction site.

D. Notification shall also be posted on the construction site and shall indicate a contact name and phone number of the property owner or his authorized agent.

E. The permit official shall have the authority to revoke the permit if reasonable accommodations are not made to minimize neighborhood or resident disruption.

18.02.105.20.3 - Emergency condition.

Certain events or circumstances may occur or arise that require a property owner or his authorized agent to take immediate action outside the established construction hours to address imminent public safety concerns, or to protect the integrity of a construction site. Under such or similar exigencies, the property owner or his authorized agent may use commercially reasonable efforts to immediately address the emergency or protect the construction site and shall notify the permit official, pay the established fee and obtain an after hours construction permit as soon as reasonably practicable thereafter.

(Ord. No. 18004, § 1, 4-30-2013)

18.02.105.20.4 - Duration of permit.

An approved after hours construction/grading permit shall be valid for the duration of time specified on the application, not to exceed one year. A permit holder may request one permit renewal upon payment of the established fee.

18.02.105.21 - Nontransferable.

Permits issued under this chapter shall be personal to the permittee, and shall not be assigned or transferred to any other person, firm, builder, owner or contractor. A registered contractor may not obtain a permit on behalf of an unregistered contractor.

18.02.105.22 - Placement of permit.

The permit holder, prior to starting construction and until the final inspection of the work, shall post the permit, in a conspicuous place at the address where the permit work is authorized. In addition, the permit holder shall post a sign indicating the street address and suite number, if any, of sufficient size to be readable from the construction site access entry.

18.02.105.23 - Duration of permits.

1. Every permit issued shall automatically expire and become null and void under any of the following circumstances:

   ~~a. The~~a. The work authorized by such permit is not commenced within six months from the ~~issue~~issuance date of the permit;

   b. ~~The~~The work authorized by such permit is suspended or abandoned for a period of six months after the time the work is commenced;

   c. ~~The~~The permit applicant fails to call for and receive an ~~approved~~ inspection for any period of six months.

   d. Residential ~~R~~roofing, window replacement, water heater replacement and a/c conversion permits shall expire within ~~30 days~~ one month from the issuance date of the ~~permit.~~ permit. No extensions or completion permit shall be issued for these permit types.

   e. Residential fence and swimming pool permits shall expire within six months from the issuance date of the permit. No extensions or completion permits shall be issued for these permit types.

2. A permittee holding an unexpired permit may apply for a maximum of two extensions of time for periods of not more than one hundred eighty days each; provided that the request for extension is made in writing prior to the expiration of the current permit, and justifiable cause is demonstrated. Such extension authorizations shall be made in writing by the building official. There shall be no fee for the extension of an unexpired permit.

3. A completion permit may obtained for an expired master building or associated permit(s) within one year of the date of expiration of the original master building or associated permit(s)

~~and~~ provided, there have been no modifications to the existing plans, there is no need for additional plan review and the existing plans still comply with current codes. The cost of the completion permit shall be as prescribe by the adopted FY Schedule C in effect on the date~~r~~ of permit application. ~~equal to one half the established fee required for a new permit for such work.~~ An expired subcontractor permit may only be renewed in conjunction with the renewal of an expired master building permit~~, at no additional fee~~.

18.02.105.24 - Refusal to issue permit.

If the application for a permit and the accompanying contract documents describing the work do not conform to the requirements of the technical codes or other pertinent laws or ordinances, or the required established fees have not been paid, the building official shall not issue a permit, but shall return the contract documents to the applicant with his refusal to issue such permit. Such refusal shall, when requested, be in writing and shall contain the reason for refusal.

18.02.105.25 - Denial/Revocation of permits.

The building official shall deny or revoke permits to any contractor upon any one of the following findings:

A. Denial

1. The contractor has failed to file the annual registration application required by this section.
2. The contractor has made false statements or misrepresentations in the annual registration application required by this section.
3. The contractor has any outstanding fees or penalties due in connection with the permit application.
4. The permit official shall have the authority to deny permits if a contractor has five or more expired permits at any given time.

B. Revocation

41. The contractor was a holder of previous permits that have been revoked for any of the following grounds:
    a. For failure to complete the work described in the permit.
    b. For making false statements or misrepresentations as to material facts in the permit application.
    c. Work was done in violation of or not in conformity with the provisions of this Code or the technical codes.

~~5. The contractor has ten or more expired permits at any given time.~~

Exception:

Prior permit cancellations/revocations that were cancelled/revoked at the request of the permit holder and property owner or lessee who is a party to the contract on which the permit is based, and not involving any of the grounds listed herein.

18.02.105.26 - Ineligibility period.

A contractor whose permit privileges have been revoked by the building official as described in Section 18.02.105.25.4 shall be ineligible to obtain permits for a period of time as follows:

1. If a contractor has had one permit revoked in any twelve-month period, such contractor shall be ineligible to obtain a permit for a period of three months; provided, however, that in the event that the contractor cures the cause for revocation of the permit which was involved in the dispute, such contractor shall immediately become eligible to obtain permits.
2. If a contractor has had two permits revoked in any twelve-month period, such contractor shall be ineligible to obtain a permit for a period of six months.
3. If a contractor has had three permits revoked in any twelve-month period, such contractor shall be ineligible to obtain permits for a period of one year.
4. If a contractor has five or more expired permit, such contractor shall be ineligible to obtain new permits until such time as the number of expired permits is less than five.

Upon finding that a contractor is ineligible to obtain permits, the building official shall provide written notice of such finding to the contractor or to their principal place of business.

Exception:

Permits may be issued to a contractor whose permit privileges have been revoked, for completing work on expired permits

18.02.105.27 - Appeals to the construction board of appeals.

Any contractor that is declared by the building official to be ineligible to obtain permits pursuant to this section shall have the right to appeal to the construction board of appeals pursuant to the provisions of Chapter 2.30.

18.02.105.28 - Cancelation/Termination of Permit.

1. A permit may be canceled by the permit holder ~~applicant~~ at any time prior to the commencement of any work.

2. Subsequent to performance of any work, a permit may be canceled or terminated by the general contractor, permit holder ~~applicant~~ or property owner with the concurrence of ~~both~~all parties involved~~applicant and property owner~~.

3. A~~A~~bsent any concurrence from the parties involved, the permit shall remain on hold until its expiration period or good cause is shown to the building official that allows the permit to be cancelled.

18.02.105.29 - Miscellaneous permit provisions.

18.02.105.29.1 - Homeowner/Homestead permits.

Permits shall be issued to a homeowner doing work on their intended primary residence only if all of the following conditions apply:

1. The permit is for an R-3 occupancy that is the homeowner's own primary residence which he currently occupies;
2. The homeowner will act as his own general contractor;
3. The homeowner will perform some or all of the proposed building construction work (as permitted under this Code);
4. The homeowner provides proof that all electrical, plumbing, mechanical or irrigation work shall be performed by contractors registered with the department;
5. Permits for trades will only be issued to contractors licensed by the state and registered with the City.
6. Insurance requirements for new single family dwellings shall be as per section 18.02.104.10.

18.02.105.29.2 - Home~~O~~owner permits.

With the exception of homestead permits as defined in Section 18.02.105.29.1. No permit shall be issued to the owner of any building, structure or occupancy, except R-3 occupancies.

18.02.105.29.3 - Mobile homes/manufactured housing placement permit.

The building official may issue a placement permit for manufactured homes, mobile homes or HUD-Code manufactured homes provided that all of the following conditions are met:

1. The building is erected on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation.
2. The building meets the regulations of the Title 24, CFR Section 3280.
3. The building is placed in an area whose zoning permits the placement of mobile homes and the building is installed in accordance with the manufacturer's requirements, in accordance with the rules promulgated by Title 24, CFR Section 3280 Housing and Urban Development (HUD) Code of Federal Regulations and all of the technical codes and zoning codes of the city are met.
4. Placement of any ~~M~~mobile ~~H~~home constructed prior to 1976 is not allowed within the City of El Paso unless any such ~~M~~mobile ~~H~~home is in compliance with Section 3 above.

18.02.105.29.4 - Texas Industrialized Buildings/Housing Placement Permit.

The building official may issue a placement permit for structures built at a location other than the permanent commercial site and transported to the permanent site for erection and installation provided that all of the following conditions are met:

1. The building meets all the requirements of the Texas Industrialized Housing and Building Act, Texas Occupations Code, Chapter 1202 and is classified as "industrialized building" and bears an approved decal or insignia under the rules of the Texas Department of Licensing and Regulation reflecting that the building has been inspected at the manufacturing plant or facility by the Texas Department of Licensing and Regulation.
2. Two complete sets or an electronic copy of the designs, plans and specifications bearing the stamp of Texas Industrialized Building Code Council are submitted to the department for review.
3. The building is placed on a site-built permanent foundation system designed by a professional engineer.
4. The building was not designed or intended to be used other than on a site-built permanent foundation.
5. All of the requirements of this Code, the International Fire Code, the Texas Accessibility Standards, the technical codes, the municipal code and other city, state and federal regulations are met.

18.02.105.29.4.1 - Temporary Placement Texas Industrialized Buildings for School Sites.

A. The building official may issue a temporary placement permit for structures built at a location other than the permanent commercial site and transported to the permanent site for installation provided that all of the following conditions are met:

1. The building meets all the requirements of the Texas Industrialized Housing and Building Act, Texas Occupations Code, Chapter 1202 and is classified as "Industrialized Building" and bears an approved decal or insignia under the rules of the Texas Department of Licensing and Regulation reflecting that the building has been inspected at the manufacturing plant or facility by the Texas Department of Licensing and Regulation.
2. Two complete sets or an electronic copy of the site plan showing the location were the building will be placed, designs, plans and specifications bearing the stamp of Texas Industrialized Building Code Council are submitted to the department for review.
3. The building is securely anchored to an on site-built foundation system designed by a professional engineer.
4. The building was not designed or intended to be used other than on a site-built permanent foundation.
5. All of the requirements of this Code, the International Fire Code, the Texas Accessibility Standards, the technical codes, the municipal code and other city, state and federal regulations.

B. Duration:

1. An approved temporary placement permit for school sites shall be valid for two years from the date the permit is issued.

2. Upon expiration of the placement permit the structure will be removed or;

3. A new permit application for permanent placement shall be submitted. Such application for permanent placement shall comply with all applicable requirements of this Code, the International Fire Code, the Texas Accessibility Standards, the technical codes, the municipal code and other city, state and federal regulations.

4. Prior to permit issuance an affidavit shall be provided by an authorized representative of the school district acknowledging the duration of permit.

18.02.105.29.5 - Temporary gas permit.

A special permit is required when an owner or contractor intends to use fuel gas for temporarily heating a structure or part of a structure before certification of all plumbing or mechanical work. Such permit is required whether the intended use is for all or part of the system of piping, devices and appliances making up the permanent heating system for the structure, or by the use of a temporary system, or by the use of parts of either or both systems.

Such owner or contractor shall make application to the building official on forms provided by the department and shall set out the proposed use of the system, its design and period of use desired.

If the building official finds that such request is reasonable as to design and length of time requested under the conditions existing in the particular case, and that safe conditions of operation of such system can be maintained then the building official shall issue the permit.

18.02.106 - PERMIT FEES

18.02.106.1 - General.

The fees described in this section as well as the fees described in the Fire Prevention Code are applicable to all plumbing, mechanical, electrical, irrigation, and fire contractors.

(Ord. No. 17749, § A, 3-6-2012, eff. 5-1-2012)

18.02.106.2 - Prescribed fees.

Fees are established and required in conjunction with all permits and services provided under this title, including this Code and the technical codes, except as may be specifically excepted or provided otherwise. A permit, although issued, shall not be valid until all established fees have been paid for each of the various types of permits and services listed therein. An amendment to a permit shall not be valid until the additional established fee, if any, due to an increase in the estimated cost of the building, structure, electrical, plumbing, and mechanical or gas systems, has been paid.

Exceptions:

1. The City of El Paso, the County of El Paso, the El Paso Housing Authority, the State of Texas, other governmental entities that are, as a matter of law, exempt from having to pay permit fees, utility companies and other entities whose permit fees have been waived by franchise agreement or resolution of the city council, and the United States Government are exempted from the payment of the permit fees required in this chapter; provided, that only such construction as is owned, operated and maintained by such governmental agencies shall be exempted from payment of such permit fees. Also, provided that the city council may authorize the building official to waive the permit fees required in this chapter when the project for which the permit is issued is a city project. For the purpose of this subsection, a "city project" shall be a project that the city council finds to be for the benefit of the general public, and that is to be either constructed on property owned by the city or with funds provided in whole or part by the city.

18.02.106.3 - Accounting.

The city shall keep an accurate accounting of all permit fees and other moneys collected, the names of all persons upon whose account the same was paid, along with the date and amount thereof, in accordance with the established records retention schedule.

18.02.106.4 - Schedule of permit fees.

On all buildings, structures, electrical, plumbing, mechanical and gas systems or alterations requiring a permit, the established fee for each permit shall be paid at the time application is filed.

18.02.106.5 - Building permit valuations (excluding new residential and residential additions).

If, in the opinion of the building official, the valuation of building, alteration, structure, electrical, gas, mechanical or plumbing systems appears to be underestimated on the application, permit shall be denied, unless the applicant provides a certified professional appraisal ~~can show detailed estimates~~ to meet the approval of the building official. The certified appraisal ~~Permit valuations~~ shall include total cost, such as required earthwork within the building area, electrical, gas, mechanical, plumbing, including materials, labor and equipment, and all other permanent equipment.

18.02.106.6 - Valuation for commercial master permits.

Permit valuation for the master permit for new commercial buildings and structures construction work shall be based on the International Code Council rates for building type and occupancy in effect on the date of the permit application. Subsequent to the completion of work, a ~~final accounting of all costs or a~~ certified professional appraisal may be submitted to the building official for a re-valuation.

18.02.106.6.1 - Permit fee for new residential or residential addition permits.

Permit fees for the master permit for new residential or residential additions buildings and structures construction work shall be based on the square footage cost prescribed by the FY

Schedule C in effect on the date of the permit application. Permit fees for new residential buildings may be adjusted per council action.

18.02.106.7 - Valuation for shell only permits.

Permit valuation for new commercial shell only buildings and structures construction work shall be based eighty percent of the value obtained from the International Code Council rates for building type and occupancy in effect on the date of the permit application.

18.02.106.7.1 - Valuation for shell II only permits.

Permits for shell II permits shall be based on the International Code Council rates for building type and occupancy in effect on the date of the permit application.

18.02.106.8 - Valuation for tenant improvement permits to shell buildings.

Permit valuation for tenant improvements to commercial shell only buildings and structures construction work shall be based on twenty percent of the value obtained from the International Code Council rates for building type and occupancy in effect on the date of permit application.

18.02.106.9 - Valuation for foundation only permits.

Permit valuation for foundation only work on commercial buildings shall be based on ten percent of the value obtained from the International Code Council rates for building type and occupancy in effect on the date of the permit application. This work shall be authorized separately and the fee shall be in addition to the overall permit fee.

18.02.106.9.1 - Valuation for Groups F (Factory), S (Storage), and U (utility) occupancies, as defined by the IBC.

Permit valuation for commercial buildings of, Groups F (Factory), S (Storage), and U (Utility) occupancies, shall be based on seventy percent of the value obtained from the International Code Council rates for building type and occupancy in effect on the date of the permit application.

18.02.106.10 - Fee refunds.

A portion of the fee paid for building, electrical, plumbing, or mechanical permits may be returned to the permit applicant; provided, that no work authorized under the permit has been started, and the permit and associated records are returned for cancellation within six months after the date of issuance. In each case, thirty percent of the established permit fee shall be retained by the department for plan review, in addition to any costs expended by the department for the issuance and maintenance of records, inspections to verify that no work was started, and costs of processing and preparing the refund.

18.02.106.11 - Submission, plan review and additional review fees.

Each application for master or separate subcontractor permit shall be subject to a permit fee. The total permit fee includes fees for plan review and required inspections and may also include an established fee for plan submission. All fees shall be collected at the time of permit issuance.

The established plan submission fee shall only be assessed if the plans for a particular project require more than three reviews. Any assessed plan submission fee shall be collected at the time of permit issuance.

Plans that amend or revise the following, subsequent to the issuance of a permit, shall require an additional plan review and the applicant shall be assessed the established fee for the additional plan review. The established fee shall be equal to the sum of the plan submission fees for each ~~of the disciplines that require~~ additional review cycle that require review due to:

a. Modifications to the electrical, plumbing or mechanical systems which require revised drawings or calculations;

b. Modifications to the fire, smoke, carbon monoxide alarms or suppression systems which require revised drawings or calculations;

c. Modifications to the fire separations, accessibility requirements or ingress/egress which require revised drawings or calculations;

d. Modification to the structural systems which require revised drawings or calculations; or

e. Modifications which expand the occupancy or type of use for the structure which require revised drawings or calculations.

If no permit under the plan is secured within one hundred eighty days after the date of permit application, then the application shall be considered expired and a plan review fee in the amount of thirty percent of the established permit fee and any applicable submission fee is due and payable. The submission fee and plan review fee is nonrefundable and may not be applied to any future building permits.

If plans are approved and a permit is secured within one hundred eighty days after the date of permit application, the permit fee and any applicable plan submission fee are due and payable at the time of permit issuance.

If at any time subsequent to permit issuance, there is no activity in excess of one hundred eighty days, such application shall be declared expired. ~~Written notice shall be sent to the applicant stating that the application for permit has been declared expired. If the applicant does not respond within thirty days of the written notice, the option for permit extension shall expire,~~Upon expiration, ~~and~~ any plans, and all other documents associated with the application for permit shall be destroyed.

The building official shall collect any outstanding fees on the subject property prior to the issuance of any permits.

18.02.106.12 - Plan review options available to the applicant.

The following optional preliminary plan review processes are available to all applicants. To take advantage of one of the optional plan reviews mentioned below an applicant shall pay the fee established by city council in the annual budget resolution for the requested preliminary plan review prior to application for a master building permit.

1. Expedited review 1: The fee as prescribed in the annual budget resolution, shall apply to all construction/building permits with a valuation equal to or greater than three hundred thousand dollars, excluding one and two family dwellings.
2. Expedited review 2: The fee as prescribed in the annual budget resolution, shall apply to all construction/building permits with a valuation less than three hundred thousand dollars, including one and two family dwellings regardless of valuation.

18.02.106.13 - Building permit fees: Mechanical, Electrical, Plumbing, Gas, Irrigation, Solar, permit fees.

A person obtaining a permit shall pay the established fee.

18.02.106.14 - Mechanical permit fees.

For all mechanical construction work requiring a mechanical permit, the established fee for each mechanical permit shall be paid at the time the permit is issued.

18.02.106.15 - Electrical permit fees.

For all electrical construction work requiring an electrical permit, the established fee for each electrical permit shall be paid at the time the permit is issued.

18.02.106.16 - Plumbing permit fees.

For all plumbing construction work requiring a plumbing permit, the established fee for each plumbing permit shall be paid at the time the permit is issued.

18.02.106.17 - Gas permit fees.

For all gas construction work requiring a gas permit, the established fee for each gas permit shall be paid at the time the permit is issued.

18.02.106.18 - Temporary gas permit fee.

A nonrefundable established permit fee is required for each month or portion of a month for which such permit is requested and shall be paid when the application is filed. This shall be separate from and in addition to fees required under Section [18.02.106.17] 18.02.109.6.

18.02.106.19 - Irrigation permit fees.

For all irrigation work requiring a permit, the established fee for each irrigation permit shall be paid at the time the permit is issued.

18.02.106.20 - Moving of buildings or structures.

A person obtaining a permit for the moving of buildings or structures shall pay the established fee.

18.02.106.21 - Demolition of building or structure.

A person obtaining a permit for the demolition of any building or structure or of any portion of a building or structure shall pay the established fee.

18.02.106.22 - Temporary structures.

A person obtaining a permit for temporary structures (construction sheds, seat canopies, tents, etc.), shall pay the established fee as applicable:

A. For tents to be used for assembly or display or storage.

B. For amusement devices (rides) available to the public, at any one location.

18.02.106.23 - Sidewalk, street, alley, public right-of-way, and parking meter space, rental.

A. Each application for permit shall pay an additional established fee for use of any sidewalk, street, alley, public right-of-way, or any space the occupancy of which prevents the use of one or more parking meters.

B. Such fee shall not apply to permits issued pursuant to Chapter 13.08 (Excavations) or Chapter 18.44 (Grading).

C. If the use of the space is not discontinued at the expiration of the time for which payment has been made, the permit may be extended from time to time upon payment of further fees computed as if the extension were an original issuance. If the use of the parking meter space is discontinued before expiration of the time covered by the advance payment, and notice thereof given the building official so that he may ascertain whether such use is actually discontinued, the holder of the permit shall be entitled to a refund of the unearned portion of the payment meter space, but not to a refund of any other fees paid under this section.

D. The permits and fees herein required for use of streets, sidewalks, alleys and parking meter space shall not be required when such use is necessary for the purpose of paving, surfacing, repairing, widening or other improvement of streets, sidewalks or alleys, done by or under contract with the city. The contractor and the person in charge of such work shall, however, as far as possible consistent with the nature of work, stack or arrange all material and equipment in such manner as not to create a hazard to persons using the streets, sidewalks or alleys, and upon completion or abandonment of the work shall clear the occupied areas.

18.02.106.24 - Fees for fire protection systems and appliances.

On all construction work requiring a permit for the installation of fire protection systems and appliances, the established fee for each permit shall be paid at the time the permit is issued.

18.02.106.25 - Fees for temporary or partial certificate of occupancies.

On the original application and for each extension thereof, the established fees for temporary or partial certificate of occupancies shall be paid at the time of each application or request for extension.

18.02.106.26 ~~–~~ Investigation ~~and In-Progress Inspection~~ Inspection fees.

An ~~additional~~ investigation permit ~~and/or in progress~~ fee in the established amount shall be ~~additionally~~ charged for any special investigation ~~or in progress inspection which~~inspection, which is not a part of a regular permit program to include a pre-inspection, or any special investigation prior or subsequent to commencement of work.

18.02.106.27 - Re-inspection fees.

A re-inspection fee in the established amount shall be additionally charged for any re-inspection required because the work failed to comply with this Code, the technical codes, the Fire Prevention Code, or because the work was not ready for the inspection as requested.

18.02.106.28 - Starting work without a permit—Commercial.

Any person who commences any work on a commercial building, structure, electrical gas, mechanical or plumbing system before obtaining the necessary permits or written authorization from the building official shall be required to obtain a permit at three hundred percent of the established permit fee. The payment of such permit fee shall not relieve such person from concurrent or later prosecution for violation of this Code or the technical codes.

18.02.106.29 - Contractor starting work without a permit—Residential.

Any contractor who commences any work on a residential building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits or written authorization from the building official shall be required to obtain a permit at three hundred percent of the established permit fee. The payment of such permit fee shall not relieve such person from concurrent or later prosecution for violation of this Code or the technical codes.

18.02.106.30 - Homeowner starting work without a permit—Residential.

Any homeowner who commences any work on his own residential building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits or written authorization from the building official shall be required to obtain a permit at two hundred percent of the established permit fee. The payment of such permit fee shall not relieve such person from concurrent or later prosecution for violation of this Code or the technical codes.

18.02.107 - INSPECTIONS

18.02.107.1 - Inspections.

The building official, upon notification from the permit holder or his agent shall make the following inspections and such other inspections as necessary, and shall either release that portion of the construction or shall notify the permit holder or his agent of any violations which must be corrected in order to comply with the technical codes.

18.02.107.2 - Existing building inspections.

Before issuing a permit the building official may examine or cause to be examined any building, electrical, gas, mechanical or plumbing systems for which an application has been received for a permit to enlarge, alter, repair, move, demolish, install or change the occupancy.

He shall inspect all buildings, structures, electrical, gas, mechanical and plumbing systems, from time to time, during and upon completion of the work for which a permit was issued. He shall make a record of every such examination and inspection and of all violations of the technical codes.

18.02.107.3 - Retaining walls.

1. Foundation inspection: To be made after trenches are excavated, forms erected, and reinforcing steel is in place.
2. In-progress inspection: Walls retaining over four feet of earth shall also be subject to an in-progress inspection as well as material testing, to be performed when the wall is approximately twenty-five percent to fifty percent complete. Walls retaining less than four feet of earth do not require in-progress inspections.
3. Final inspection: To be made after the retaining wall is completed.

18.02.107.4 - Reroofing.

Final inspection: To be made after the reroofing or recovering work has been completed.

18.02.107.5 - Signs.

1. Foundation inspection: To be made after piers are drilled or after trenches are excavated and forms erected.
2. Electrical sign inspections: To be made after the wiring and equipment is installed. This inspection shall be made at the place of business of the electrical permit holder or of the sign permit holder, except that the building official may approve on-site inspection.
3. Final inspection: To be made after the sign installation is completed and ready for use.
4. Sign inspections. Sign foundations, piers and trenches shall be inspected for freestanding signs greater than eight feet in height or two hundred square feet in facial area.

18.02.107.6 - Irrigation and Landscaping systems.

1. Irrigation system inspection. Piping, wiring, controllers and backflow prevention devices required under Chapter 18.47 Irrigation systems shall be inspected prior to final occupancy.
2. Landscape inspection. Trees, plant materials, hard surface materials, etc. required under Chapter 18.46 Landscape shall be inspected prior to final occupancy.

18.02.107.7 - Plaster fire protection.

In all buildings where plaster is used for fire protection purposes, the permit holder or his agent shall notify the building official. Plaster shall not be applied until the release from the building official has been received.

18.02.107.8 - Reinforcing steel and structural frames.

Reinforcing steel or structural frame work of any part of any building or structure shall not be covered or concealed without first obtaining a release from the building official.

18.02.107.9 - Inspection of annexed installations.

When an area is annexed to the city, the existing buildings therein may be inspected as set forth in Section 18.02.107.2.

18.02.107.10 - Non-business hour inspections and ~~re-~~inspections by appointment.

Non-business hour inspections and inspections by appointment. Inspections may be made upon payment of the established fee. Inspections requested for weekends, city-observed holidays, or other times outside regular business hours of the department shall be subject to prior approval of the building official. A minimum of two hours shall be charged for non-business hour inspection requests and inspections by appointment, which shall be paid before the inspection will be scheduled.

18.02.107.11 - Requirements for prefabricated buildings.

Building, plumbing, mechanical, fuel gas and electrical installations, structural systems, piping and wiring in prefabricated buildings or buildings which are moved into the city limits shall be made to conform to the requirements of this Code and the technical codes for new work; provided, however, that this provision shall not apply to any structure which complies with the standards and requirements of the Texas Department of Licensing and Regulations for Manufactured Housing or Industrial Housing and Buildings.

18.02.107.12 - Manufacturers and fabricators.

When deemed necessary by the building official, he shall make, or cause to be made; an inspection of materials or assemblies at the point of manufacture or fabrication. A record shall be made of every such examination and inspection and of all violations of the technical codes.

18.02.107.13 ~~–~~ Reserved ~~Commercial roof safety inspections.~~

~~Commercial buildings using wood or metal roof deck, where the distance from the underside of the roof deck is greater than ten feet above the floor immediately below and where the insulation is suspended beneath the deck shall be inspected for deterioration of the roof assembly on a regular basis.~~

~~The inspection shall be conducted by a professional engineer every three years after the issuance of the certificate of occupancy or the date of the adoption of this ordinance [March 6, 2012]. When a new roof is installed the inspection shall be conducted every three years from the date of the final inspection.~~

~~After the inspection, the inspector shall supply a certificate of inspection, in a form approved by the City of El Paso Building Official, containing the date of inspection, the name of the inspector and the results of the inspection. This certificate shall be displayed in a conspicuous place with any other certificates, licenses and permits required to be posted.~~

18.02.107.14 - Special ~~i~~Inspection and Test program.

Special inspection is the monitoring of materials, installation, fabrication, erection and placement of components and connections that require special expertise that are critical to the integrity of the building structure. Special inspections ~~is~~are required to ensure compliance with the approved construction documents (plans) and standards referenced in the applicable codes. Special inspectors and special inspection agencies shall have the proper certifications to conduct

the special inspections detailed ~~in Chapters 17, 18, and 19 of~~ in the currently adopted ~~International~~ International Building Code~~, 2009~~ edition.

18.02.107.14.1 ~~–~~ ~~Types~~ Special Inspections and Tests ~~of special inspection~~Requirements.

Special inspections by certified special inspectors shall be required for the following:

1) Inspection of fabricators — Where fabrication of structural load bearing members and assemblies is being performed.

2) Steel construction — Steel elements of buildings and structures requiring special inspection as required ~~identified in~~ in the currently adopted International Building Code edition.~~Section 1704.3, Table 1704.3 of the 2009 edition of the International Building Code (IBC).~~

3) Concrete construction — Verification for concrete construction as identified in~~–~~ the currently adopted International Building Code edition~~Section 1704.4, Table 1704.4 of the 2009 edition IBC~~.

4) Masonry construction — Verification for masonry construction as required ~~identified~~ in the currently adopted International Building Code edition.

~~Section 1704.5 and 1704.11, Tables 1704.5.1 and 1704.5.3 of the 2009 edition IBC.~~

5) Wood construction — Fabrication of wood structural elements and assemblies both prefabricated and field assembled as required ~~identified~~ in the currently adopted International Building Code edition~~Section 1704.6 of the 2009 edition IBC~~.

6) Soils — Existing conditions and verification of site preparation prior to placement of prepared fill as required ~~identified~~ in the currently adopted International Building Code edition~~Sections 1802.8 and 1704.10 of the 2009 edition IBC~~.

7) Deep driven, cast-in-place and helical pile foundations — Inspection and installation and testing of pile foundations as required~~identified~~ in the currently adopted International Building Code edition.

~~Section 1704.8, Table 1704.8 of the 2009 edition IBC.~~

8) Pier foundations — Inspection, installation and testing of pier foundations as required ~~identified~~ in the currently adopted International Building Code edition.

~~Section 1704.9, Table 1704.9 of the 2009 edition IBC.~~

9) Vertical masonry foundation elements — Inspection and verification as ~~identified~~ required in the currently adopted International Building Code edition.

~~Section 1704.5 of the 2009 edition of IBC.~~

10) Sprayed fire resistance materials — Inspection of fire resistive materials applied to structural elements as required in the currently adopted International Building Code edition.

~~identified in Section 1704.12 of the 2009 edition IBC.~~

11) Mastic and intumescent fire-resistant coatings — Inspections of mastic and intumescent materials as required in the currently adopted International Building Code edition.

~~identified in Section 1704.13 of the 2009 edition IBC.~~

12) Exterior insulation and finish systems (EIFS) — as identified in Section 1704.14 of the 2009 edition IBC.

13) Special cases — Inspections needed in the opinion of the building official because of use of alternate materials, unusual design or use of materials as~~-~~ required in the currently adopted International Building Code edition ~~identified in Section 1704.15 of the 2009 edition IBC.~~

14) Smoke control — Inspections involving testing of ductwork prior to concealment as as required in the currently adopted International Building Code edition ~~identified in Section 1704.16 of the 2009 edition IBC.~~.

18.02.107.14.2 - Special inspectors/agencies.

Special inspectors are required to obtain International Code Council (ICC) certification for the specific discipline they will be inspecting. Organizations that employ special inspectors shall gain accreditation through the International Accreditation Service (IAS), a subsidiary of the ICC.

18.02.107.15 - Third party service providers.

18.02.107.15.1 - Purpose and authority.

Third party service providers may conduct plan review and inspection services for the building industry to expedite service delivery for commercial or residential development, which may be provided by different entities or individuals and must be all inclusive as identified in Section 18.02.107.15.3. This section establishes the licensing procedure and requirements for qualification as a third party service provider. Any reference in this section to third party service providers shall apply equally to companies and individuals engaged in such services. This section does not apply to the hiring of such companies by the city to provide services relating to potential litigation or to provide services ancillary to compliance with local, state or federal laws. Such hiring shall be done in consultation with the city attorney and in accordance with the applicable requirements of local, state or federal law.

18.02.107.15.2 - Procedures for third party service providers.

The City of El Paso operates under the ~~2015~~ currently adopted ~~E~~edition of the International Building Codes published by the International Code Council (ICC). Third party service providers shall be licensed by the city solely on the basis of their qualification and current certification of inspectors and plans examiners by the International Code Council. Licenses shall be required for residential and commercial services. Services provided by third parties shall include all types of plan review and inspections for residential or commercial projects as licensed by the city. City licenses shall be renewed on an annual basis. Special inspections shall be provided in accordance and compliance with ~~Chapter 17 of~~ the ~~2015~~currently adopted ~~E~~edition of the International Building Code.

18.02.107.15.3 - Qualification requirements.

The determination of a potential third party service provider's qualifications shall be based on the criteria set forth below. Third party service providers may also present other information which objectively demonstrates that the potential third party service provider has the capacity to perform plan review and inspections (except special inspections) as required under the provisions of this Code. Third party service providers must submit the following:

1. Third party service provider's history identifying previous experience in conducting residential or commercial plan review and inspection services.
2. Proof of International Code Council certification for each individual who will be performing plan review and/or inspections services as specified below:
    a. Residential plan review.
        1) Residential plans examiner; and
        2) Residential energy inspector/plans examiner; and
        3) Accessibility inspector/plans examiner or TAS certification; and
    b. Residential inspection.
        1) Residential combination inspector; or individual.
        2) Building/residential inspector.
        3) Plumbing inspector.
        4) Electrical inspector.
        5) Mechanical inspector.
        6) Current State of Texas plumbing inspector license.
    c. Commercial plan review.
        1) Building plans examiner.
        2) Electrical plans examiner.
        3) Mechanical plans examiner.
        4) Plumbing plans examiner.
        5) Commercial energy plans examiner or commercial energy inspector/plans examiner with ASHRAE 90.
        6) Accessibility inspector/plans examiner or Texas registered accessibility specialist (TAS).
    d. Commercial inspections.
        1) Commercial building inspector.
        2) Commercial electrical inspector.
        3) Commercial mechanical inspector.
        4) Commercial plumbing inspector.
        5) Fuel gas inspector.

6) Med gas endorsement.

7) Commercial energy inspector or commercial energy inspector/plans examiner with ASHRAE 90.

8) Accessibility inspector/plans examiner or Texas registered accessibility specialist.

9) Current State of Texas plumbing inspector license.

3. Staff resumes including the identification, education, certification, and continuing education completed for each staff member who will be performing third party services.

4. Evidence of commercial liability, property damage liability, vehicle liability and errors and omissions insurance coverage with minimum combined bodily injury (including death), property damage, vehicle, and errors and omissions, limits of not less than one million dollars for each occurrence, and two million dollars annual aggregate. In addition, third party service providers must provide evidence of a bond as required by Section 18.02.04.7 of the El Paso City Code.

5. Any other information in support of the third party service provider's application.

6. Third party plumbing inspection services shall comply with Texas Occupations Code, Title 18, Chapter 1301, and the Texas State Board of Plumbing Examiners Rules, as applicable and as may be amended. Pursuant to State Plumbing Code Section 1301.255(e), plumbing inspections must be paid directly by the city.

18.02.107.15.4 - Scope of services.

Licensed third party service providers shall be required to provide complete site plan review, plan review, and inspection services for residential and commercial projects as determined by the city. These services must include zoning, grading, and site development review, plan review and inspection of private sector projects for which the building official determines that third party services would be appropriate.

Any agreements entered into between an approved third party service provider and the private sector are private contracts to which the City of El Paso is not a party.

Contractors desiring to use third party service providers for plan review/inspection services shall pay, at the time of permit issuance, the city established fees as set forth in Schedule C, as well as any plumbing inspection fees applicable.

Licenses will be renewed every three years using the same criteria identified in Section 18.02.107.15 and available information from previous audits.

18.02.107.15.5 - Third party service provider audits.

Third party service providers shall be subject to the same quality review as City of El Paso employees performing the same service. An audit of a third party service provider's annual services including inspections and plan reviews may be conducted by the city to assure that inspections of residential and commercial developments were adequately and accurately performed. Third party service providers will be notified in writing of all audit findings with deficiencies.

18.02.107.15.6 - Third party service provider audit process.

The city is authorized to conduct periodic unannounced audits of all services provided under this section. Site as well as plan review and inspection services may be audited. The following shall apply to all third party service providers:

1. Following written notice by the building official of an audit resulting in one or more deficiencies (failure to comply with code requirements), and for each written notice of deficient audit thereafter, the third party service provider shall:
    a. Inform the respective builder/contractor of the specific code infraction(s) and the corrections required.
    b. Following correction of the deficiencies, the city shall conduct a follow up plan review and/or inspection to assure compliance. The established fee for plan review and/or re-inspection shall be paid.
    c. The city shall not be responsible for the cost of any corrections required and/or project delays.
2. Two audits with one or more deficiencies within any one-hundred-eighty-day period shall also result in:
    a. A conference with the building official and the third party service provider in an effort to improve the performance of the third party service provider.
    b. Prior to performing any further third party services, the third party service provider shall be required to show evidence of process improvements, internal correction procedures, methods, and/or training, and/or staff reassignments as appropriate to prevent recurrence of infraction.
3. Three audits with one or more deficiencies within any one-hundred-eighty-day period shall also result in:
    a. Third party service provider being placed on probation for a period of one hundred eighty days.
    b. Third party service providers that have been placed on probation more than once in any five-year period shall have their license for third party services terminated and be deemed non-qualified for a two-year period, in reference to subsequent request for qualification solicitations or license renewal or reinstatement.
4. Further audits with one or more deficiencies during the probationary period shall result in:
    a. Suspension of third party service provider for a period of one hundred eighty days.
5. A third party service provider suspended pursuant to this section may appeal the building official's decision to the construction board of appeals, pursuant to Chapter 2.30 and Chapter 18.380 of the City Code.

18.02.107.15.7 - Third party service provider license fees.

Applicants shall pay at the time of application or renewal a fee as set forth in Schedule C as adopted by the El Paso City Council.

18.02.108 - DEMOLITION~~[2]~~

18.02.108.1 - Demolition of building or structure.

The purpose of this section is to assure greater public safety during demolition activities by establishing the process and setting forth the requirements for obtaining a demolition permit, establishing requirements for demolition including notification to adjacent property owners when applicable and encouraging the salvage and/or recycling of materials. City ordered demolitions shall be exempt from the requirements of this section.

A. Definitions.

1. Deconstruction means the process of systematically dismantling a structure or portion of a structure in an environmentally, economically and socially responsible manner, aiming to maximize the recovery of materials for reuse and recycling.
2. Demolition means the deconstructing, destroying, razing, tearing down, alteration or wrecking of any structure or removal of any load-supporting structural member of a building or structure together with any related handling operations.

B. Permit required.

1. A demolition permit shall be required before any person proceeds with any of the following activities/work:
2. Level I. The demolition or partial demolition of a single family, duplex, triplex, quadruplex or commercial building under 5,000 square feet of the gross floor area being demolished.
3. Level II. The demolition or partial demolition of a commercial building greater than 5,000 square feet but less than 10,000 square feet of the gross floor area being demolished.
4. Level III. The demolition or partial demolition of a commercial building greater than 10,000 square feet of the gross floor area being demolished.

C. Fees.

1. A person obtaining a Level I demolition permit shall pay the established fee.
2. A person obtaining a level II demolition permit shall pay two hundred percent of the established permit fee.
3. A person obtaining a level III demolition permit shall pay three hundred percent of the established permit fee.

D. Duration.

A demolition permit shall be valid for a consecutive ~~90-day~~90-day period. Every permit issued shall expire under any of the following circumstances:

1. The work authorized by such permit is not commenced within three months from the issue date of the permit;

2. The work authorized by such permit is suspended or abandoned for a period of three months after the time the work is commenced;

3. The permit applicant fails to call for and receive an inspection for any period of three months.

4. Upon completion and successful final inspection of the work authorized by such permit.

5. A permittee holding an unexpired permit may apply for one extension of time for a period of not more than one ~~ninety day~~ninety-day period; provided that the request for extension is made in writing prior to the expiration of the current permit, ~~Such~~such extension authorizations shall be made in writing to the building official. There shall be no fee for the extension of an unexpired permit.

6. A completion permit may be obtained for an expired permit within six months of the date of expiration of the original permit. The cost of the completion permit shall be equal to one half the established fees required for a new permit for such work.

E. Application Requirements.

1. Emergency demolition. Emergency demolition will be permitted upon provision of:

a. ~~A copy of the Building Standards Commission order;~~

~~b.~~ A fire assessment from the Fire Marshal's office;

~~c~~b. A structural engineer's assessment of imminent hazard approved by the Building Official;

c~~d~~. Court order; or

d~~e~~. Upon a determination made by the building official pursuant to International Building Code Section 116.1 that the structure or equipment is unsafe and must be taken down and removed or made safe.

Exception: Historic landmark Commission approval is not required for a designated structure when ordered by the Building and Standards Commission, or declaration of imminent hazard by the Fire Marshal or Building official.

2. Standard demolition. The applicant shall provide a demolition plan

3. Complete and interior demolition. The applicant shall provide:

a. ~~s~~Scaled survey or site of property clearly labeling limits of proposed demolition.

~~a.~~

~~4. Interior demolition of commercial properties. The applicant shall provide:~~

b. ~~a.~~ Scaled floor plan of structure clearly labeling area(s) of existing structure.

~~a.~~

c. ~~b.~~ Proposed demolition and/or removal and replacement of materials.

~~b.~~

d. ~~e.~~ Hazardous Material/Asbestos remediation report.

e. Proof of utility disconnections.

f. Proof of ownership, title deed and/or warranty deed or notarized letter from property owner authorizing demolition.

~~e.~~

~~d. Material (CDM) manifest form as per Section 9.04.280 of the Municipal Code.~~

~~e. Proof of utility disconnections.~~

~~f. Proof of ownership, title deed and/or warranty deed or notarized letter from property owner authorizing demolition.~~

F. Demolition of property within the Downtown Plan Area.

1. If the property to be demolished is located within a historic district or is a landmark, approval for demolition from the Historic Landmark Commission is required prior to the issuance of a demolition permit and all other application requirements of 18.02.108.1E. shall be followed.

Exception: Historic landmark Commission approval is not required for a designated structure when ordered by the Building and Standards Commission, or declaration of imminent hazard by the Fire Marshal or Building official.

2. If the property to be demolished is within the Downtown Plan Area, the applicant will be required prior to demolition to:

a. Provide for as-built drawings or photo-documentation.

b. Provide proof of notices sent: If the proposed building to be demolished is three stories or less, the applicant shall provide copies of certified letters to all adjacent property owners and businesses notifying them of the proposed demolition and approximate schedule of events. If the proposed demolition is for a commercial or industrial structure or a residential structure four stories or more, all property owners and business within 300 feet shall be notified. If the proposed building to be demolished shares a common wall with another building(s) the applicant shall submit a sealed structural engineer's report that verifies that the proposed demolition will not adversely impact adjoining structures.

G. Additional provisions.

1. No wall, chimney or other structural part shall be left at the end of each shift in such condition that it may collapse due to wind, vibration or other cause.

2. Upon the completion of demolition operations, the site shall be completely cleared of rubbish, brush, weeds and other debris. The site must be left free of ponds/ponding areas.

3. Footings/foundations, basement/surface slabs, septic tanks, wells, cesspools, and cisterns shall be completely removed.

Exception: Footings, foundations, basement walls may remain provided that:

a. The site is properly secured by appropriate fencing.

b. Plans sealed by a design professional are submitted at the time of proposed new construction using existing footings, foundations, or basement walls.

c. The plans provide an engineering analysis stating that the footing/foundations are structurally adequate for the intended new structure.

d. An engineering inspection report indicating that the original footings/foundation or other structures that will be utilized have not been disturbed, structurally impaired and/or impacted by the demolition.

4. ~~Security fencing shall be provided by the contractor.~~

~~5.~~ The applicant shall coordinate with applicable city departments for the blocking of walkways, thoroughfares and alleys to protect the public.

H. Final site preparation/security.

1. The site must be left ready for new construction. All underground utilities, footings, foundations, vaults, basements, etc., must be removed and clean fill must be used to return the site/lot to its original and/or otherwise appropriate elevation consistent with adjoining lots and/or public improvements.

Exception: Footings, foundations, basement walls may remain provided that:

a. The site is properly secured by appropriate fencing.

b. Plans sealed by a design professional are submitted at the time of proposed new construction using existing footings, foundations, or basement walls.

c. The plans provide an engineering analysis stating that the footing/foundations are structurally adequate for the intended new structure,

d. An engineering inspection report indicating that the original footings/foundation or other structures that will be utilized have not been disturbed, structurally impaired and/or impacted by the demolition.

2. Contractor shall return all public improvements to their original and/or improved condition(s).

18.02.111 - CERTIFICATES OF OCCUPANCY

18.02.111.1 - New building certificate of occupancy.

A Certificate of Occupancy allows for full occupancy of an entire building or structure when the entire building or structure is dedicated to one specific use or occupancy type. A new building shall not be occupied or a change made in the occupancy, nature or use of a building or part of a building until the building official has issued a certificate of occupancy. The certificate shall not be issued until the building has passed all required inspections, is in compliance with the technical codes and other applicable laws and ordinances and is released by the building official and the applicant has paid the established fee.

18.02.111.2 - Existing building certificate of occupancy.

A certificate of occupancy for any existing building may be obtained by applying to the building official and supplying the information and data necessary to determine compliance with the technical codes for the occupancy intended. Where necessary, in the opinion of the building official, detailed drawings, or a general inspection, or both, may be required. When, upon examination and inspection, it is found that the building conforms to the provisions of the technical codes and other applicable laws and ordinances for such occupancy, a certificate of occupancy shall be issued and the applicant has paid the established fee.

18.02.111.3 - Certificates of occupancy for lots with unconditional master building permits.

Certificates of occupancy shall be issued for lots receiving unconditional master building permits as described in Section 18.02.105.15A. of this Code when the structures comply with the requirements of the building and zoning codes, and all subdivision improvements have been completed in accordance with Title 19 (Subdivisions) of this Code and upon payment of the established fee.

18.02.111.4 - Certificates of occupancy for lots with conditional master building permits.

Certificates of occupancy may be issued for lots receiving conditional master building permits as described in Section 18.02.105.15B. of this Code provided the applicant has paid the established fee and the following requirements are complied with:

1. The structures comply with the requirements of the building and zoning codes; and
2. The subdivision improvements required under Title 19 (Subdivisions) have been constructed, completed, and if the improvements are public improvements, accepted by the city for maintenance, or the developer provides financial security in accordance with Section 19.08.040 of the City Code for completion of the subdivision improvements; or
3. The subdivision improvements for the approved phase of the subdivision have been constructed, completed, and if the improvements are public improvements, accepted by the city for maintenance and the developer provides financial security in accordance with Section 19.08.040 of the City Code for completion of the remaining subdivision improvements.

18.02.111.5 - Temporary Certificate of Occupancy (TCO).

A TCO may be issued that allows for temporary occupancy of an incomplete building upon payment of the established fee and provided that the building has passed the following life safety and service system inspections:

1. Inspections required prior to issuance of a commercial TCO:

   Engineering final, electrical final, fire final, mechanical final, plumbing final, building final.

2. Inspections required for a residential TCO:

   Electrical final, mechanical final, plumbing final, building final, and fire final.

A TCO is valid for thirty days. An extension TCO may be granted for an additional thirty (30) days upon with written request for extension and upon payment of the established fee contained in Schedule C.

18.02.111.6 - Reserved~~Nonconforming buildings or uses.~~

~~Persons who wish to utilize structures or buildings for a limited period of time, which do not meet the requirements of the technical codes, shall apply to the building official for approval of a temporary certificate of occupancy, and pay the established fee contained in Schedule C. Temporary Certificates of Occupancy for non-conforming buildings or uses shall not exceed thirty days.~~

18.02.111.6.1 - Conditional Certificate of Occupancy (CCO).

A CCO allows for temporary occupancy of a complete or portion of an existing building or structure for an occupancy other than the occupancy for which the building or structure was intended, or for vacant premises as described in this section, provided all life safety requirements have been met for the proposed new occupancy and upon payment of the established fee. A CCO shall not exceed one year.

A CCO for otherwise vacant premises shall be allowed only in specific portions of the street level in buildings within a 1-mile radius of the Downtown Plan Area, upon application approval by the building official and upon agreement to the proposed occupancy classification and compliance benchmarks. A CCO for otherwise vacant premises may be extended through a second year with no additional permit fees by the building official, pending a phased compliance plan and expires automatically when applicant vacates the premises.

18.02.111.6.2 - ~~Certificate of Use (C/U).~~

~~Following application, inspection and payment of established fee, certificates of use allow for multiple occupancy types in one building or structure and/or occupancy of only a specified portion of a building or structure when the remainder of the building or structure is vacant provided all life safety requirements have been met for the proposed new occupancy and no hazards are posed by the remainder of the structure. A certificate of use is also required for any use or partial use of a site or lot.~~

~~Buildings or structures with multiple uses and/or occupancies and buildings or structures where only a portion of the building is in use, are required to have a certificate of use for each use and/or occupancy. Each certificate shall specify the allowable use and the specific location (floor and area allocated on each floor) for each use. Any modifications or changes to such uses and/or areas occupied shall be reported to the building official and shall require an additional review/inspection and issuance of a new certificate. A certificate of use is required for use or partial occupancy of a vacant building(s) that may be in the process of renovation and/or rehabilitation. The area allocated to the specific use shall comply with all life safety requirements as established in [Chapter] Section 18.02 and no hazards are posed by the remainder of the structure.~~ Reserved

18.02.111.7 - Certificate of completion.

After the building official inspects the work completed under permit for a building, structure, electrical, fire protection, plumbing, mechanical, fuel gas, or similar system or structure that cannot be occupied, and finds no violations of the provisions of this Code or the technical codes, the building official is authorized to issue a certificate of completion. Such certificate of completion certifies that the work performed under the permit has been satisfactorily completed. The certificate of completion does not authorize the occupancy of any incomplete shell, building or structure.

18.02.111.8 - Connection of service utilities.

No person shall make connections from a utility, source of energy, fuel or power to any building or system which is regulated by the technical codes for which a permit is required, until released by the building official, and a certificate of occupancy or completion is issued.

18.02.111.9 - Temporary connection.

The building official may authorize the temporary connection of the building or system to the utility source of energy, fuel or power for the purpose of testing building service systems or for use under a temporary certificate of occupancy. Any person receiving authorization under this section shall pay the established fees for installation and inspection.

18.02.111.10 - Authority to disconnect service utilities.

The building official shall have the authority to order the disconnection of utility service to the building, structure or system regulated by the technical codes in case of emergency where necessary to eliminate an immediate hazard to life or property. The building official shall notify the serving utility, and whenever possible the owner and occupant(s) of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

18.02.111.11 - Plumbing outside city limits.

Water service shall not be furnished to any property outside the city limits having a water plumbing system installed on or before January 1, 1972, unless such water plumbing system has been inspected, tested and approved in accordance with rules and regulations of the public service board/El Paso Water Utilities (EPWU).

Water service shall not be furnished to any property outside the city limits having a water plumbing system installed after January 1, 1972, unless such water plumbing system has been inspected and all plumbing thereon complies with the requirements of this Code and the technical codes.

Persons receiving permits and inspections under this section shall pay all established fees.

After the public service board or EPWU begins water service to a property outside the city limits, all additional plumbing work done on such property shall comply with this Code and the technical codes and pass the inspections therein required. Such additional plumbing work shall be pursuant to a permit issued upon payment of the established fees.

18.02.111.12 - Relations with the El Paso Water Utilities (EPWU) Department.

No system of plumbing utilizing a private disposal system as provided in the plumbing code shall be turned on by EPWU until EPWU has received a final approval of such system from the building official.

No existing out-of-city plumbing system as defined in Section 18.02.111.11 until the private sewage (whether individual or community) to which the system is connected has been inspected and approved by the building official and notice of such approval has been furnished to EPWU.

Clear water waste from swimming, wading and bathing pools and similar devices and installations may be utilized for irrigation by either surface or subsurface spreading when specifically authorized by the building official.

18.02.111.13 - Appeals to the construction board of appeals.

In any case where a decision of the building official, regarding adequacy or quality of public or private improvements, prevents the issuance of a permit or certificate of occupancy, the permit applicant may appeal the decision to the construction board of appeals in accordance with the requirements and procedures of Chapter 2.30 of the City Code.

18.02.112 - CONSTRUCTION SITE WASTE MANAGEMENT REQUIREMENTS

18.02.112.1 - Discarded building materials and construction site waste.

Construction site waste must be properly managed and disposed to ensure worker safety, public health and welfare, as well as to reduce risks of injury, pollution, environmental contamination, and ensure storm water protection. Practices such as trash disposal, proper material handling, and spill prevention and clean up measures must be implemented in accordance with El Paso City Code, Title 9 (Health and Safety), Chapter 9.04 (Solid Waste Management) and Texas Administrative Code, Title 30, Chapter 327, 330, and 335.

18.02.114 - SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Code or of the technical codes is for any reason held to be unenforceable, such decision shall not affect the validity of the remaining portions of this Code or of the technical codes.

18.02.115 - VIOLATIONS AND PENALTIES

Any person, firm, corporation or agent who shall violate a provision of this Code or of the technical codes, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish or move any structure, electrical, gas, mechanical or plumbing system, or has erected, constructed, altered, repaired, moved or demolished a building, structure, electrical, gas, mechanical or plumbing system; in violation of a detailed statement or

drawing submitted and permitted thereunder, shall be deemed guilty of a misdemeanor and punished by a fine not to exceed two thousand dollars. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this Code or of the technical codes is committed or continued.

SECTION 2. That except as herein amended, Title 18 (Building and Construction, Chapter 18.02 (Administrative Code) of the El Paso City Code shall remain in full force and effect.

Chapter 18.08-BUILDING CODE

18.08.010 Short title.

This chapter may be cited as the "Building Code."

18.08.020 Adoption.

The book entitled "International Building Code," ~~2015~~ 2021 Edition, a copy of which authenticated by the city clerk is on file in the city clerk's office, is adopted as the building code of the city, as fully as if copied at length in this chapter, but with the changes set forth in this chapter and Chapter 18.02, the Building and Administrative Code of the City of El Paso. Exception: As an alternative, existing buildings undergoing repair, alterations, additions or change of occupancy shall be permitted to comply with the El Paso Existing Building Code Chapter 18.28.

18.08.030 Section 105.2 Work exempt from permit,

International Building Code, ~~2015 Edition~~2021 Edition, Section 105.2, Work exempt from permit, Building: is hereby amended to read as follows:

105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

~~1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided that the floor area is not greater than 120 square feet (11 m2).~~

1. Masonry landscape walls and fences not over forty-two inches high, completely within the subject property and meeting zoning requirements. Where there is a difference in elevation between abutting properties or property lines, the height measurement shall be taken from the high side of the wall, exclusive of retaining walls.

    a. Chain link or wrought iron fences not over six feet high, completely within the subject property and meeting zoning requirements.

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~~1. Fences not over 7 feet (2134 mm) high.~~

2. Oil derricks.
3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
4. Water tanks supported directly on grade if the capacity is not greater than 5,000 gallons (18,925 L) and the ratio of height to diameter or width is not greater than 2: 1.
5. Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below and are not part of an accessible route.
6. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
7. Temporary motion picture, television and theater stage sets and scenery.
8. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, are not greater than 5,000 gallons (18,925 L) and are installed entirely above ground.

~~9. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.~~

~~10.~~9. Swings and other playground equipment accessory to detached one- and two-family dwellings.

~~11.~~10. Window awnings in Group R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.

11. Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

Electrical:

1. **Repairs and maintenance:** Minor repair work, including the replacement of lamps or the connection of *approved* portable electrical equipment to *approved* permanently installed receptacles.
2. **Radio and television transmitting stations:** The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.

~~1.~~3. **Temporary testing systems: A** *permit* shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

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Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part that does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of I horsepower (0.75 kW) or less.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a *permit* shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided that such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

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18.08.035 Section 107.2.5.2 Finish Floor Elevation.

Finish floor elevations shall be set at one foot above the 100 year (1% annual chance) flood elevation for residential and multi-family structures

18.08.040 Section 202 Definitions, Shell, amended.

International Building Code, ~~2015 Edition~~2021 Edition, Section 202 Definitions, is hereby amended to read as follows:

Shell: A shell building shall meet the requirements that consist of all exterior walls, foundation, site work, landscaping and zoning, parking requirements, property line firewalls and roof structure. Multi-story shell building shall include elevator floor assemblies, mezzanines (when used), stairwells and elevators. Any mechanical, plumbing or electrical scope of work will be limited to "rough-in" designs for future use. Utilities service connections will be stub outs into the building's service entrance for connection at time of the time of tenant improvements. Shell building shall not be occupied upon completion. However, they must meet all minimum requirements for public works, zoning, land development, sanitation and water, before a certificate of completion is issued. No certificate of occupancy will be issued until landscaping, civil work or building construction is completed.

18.08.050 Section 310.1 Residential Group R, R-3, amended.

International Building Code, ~~2009~~ 2021 Edition, Section 310.1 Residential Group R, R-3 is hereby amended to read as follows:

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R-3 Residential occupancies where the occupants are primarily permanent in nature and not classified as R-1, R-2, R-4 or I, including child care facilities which accommodate six or more children of any age who stay less than 24 hours per day and are permitted under the Zoning Ordinance or personal home care facilities permitted under the Zoning Ordinance.

18.08.055 Section 1109.2.1 Family or assisted-use toilet and bathing rooms.

In assembly and mercantile occupancies, an accessible family or assisted-use toilet room shall be provided. In buildings of mixed occupancy, only those water closets required for the assembly or mercantile occupancy shall provide assisted-use toilet. In recreational facilities where separate-sex bathing rooms are provided, an accessible family or assisted-use bathing room shall be provided. Fixtures located within family or assisted-use toilet and bathing rooms shall be included in determining the number of fixtures provided in an occupancy.

Exception: Where each separate-sex bathing room has only one shower or bathtub fixture, a family or assisted-use bathing room is not required.

1109.2.1.1 Standard. Family or assisted-use toilet and bathing rooms shall comply with Sections 1109.2.1.2 through 1109.2.1.7.

1109.2.1.2 Family or assisted-use toilet rooms. Family or assisted-use toilet rooms shall include only one water closet one lavatory and one diaper changing station. A family or assisted-use bathing room in accordance with Section 1109.2.1.3 shall be considered a family or assisted-use toilet room. Every new establishment or use shall be required to provide a baby diaper changing station in accordance with the requirements of this section. Each establishment or use shall be required to provide at each floor level containing bathrooms, at least one diaper changing station that is accessible to women, and one that is accessible to men, or a single station accessible to both. Each establishment shall provide signage indicating the location of the baby diaper changing station. Any shopping center, mall or other facility encompassing multiple establishments and having a central directory shall indicate on the directory the location of all stations. A baby diaper changing station shall mean a safe, sanitary and convenient baby diaper changing station, deck, table or similar amenity which is installed or placed in a separate, designated location in an establishment or use subject to the provisions of this section.

Exception: A urinal is permitted to be provided in addition to the water closet in a family or assisted use toilet room.

1109.2.1.3 Family or assisted-use bathing rooms. Family or assisted-use bathing rooms shall include only one shower or bathtub fixture. Family or assisted-use bathing rooms shall also include one water closet and one lavatory. Where storage facilities are provided for separate-sex bathing rooms, accessible storage facilities shall be provided for family or assisted-use bathing rooms.

18.08.060 Section 311.4 Required separation for Group S tenants, added.

International Building Code, ~~2015 Edition~~2021 Edition, Section 311.4 Required separation for Group S tenants, is hereby added to read as follows:

311.4 Required Separation for Group S Tenants. Tenants of a Group S occupancy shall be separated from other tenants by 1-hour fire partitions and horizontal assemblies or a Code required fire barrier. Non-fire rated partitions may be used to separate Group S tenants provided no area between partitions rated at 1-hour or more exceeds 3,000 sq. ft. or a sprinkler system is installed

18.08.070 Section 424.312.2 Fences, added.

International Building Code, ~~2015 Edition~~2021 Edition, Section 312.2 Fences, is hereby added to read as follows:

312.2 Fences.

312.2.1 Electrified Fences General. To the extent that the construction of an electrified fence does not conflict with the requirements specified herein, such fence shall be constructed or installed in conformance with the specifications set forth in IEC Standard 60335-2-76.

312.2.2 Definition. Electrified Fence—Any fence, barrier or enclosure partially or totally enclosing a building, field or yard, carrying any electrical pulse or charge through any part, section or element thereof.

312.2.3 Restricted Use.

1. ~~1.~~ The installation of an electrified fence is restricted to the following uses and zoning districts:
   a. ~~a.~~ For control of domestic farm animals in areas zoned and actually utilized for farming or ranching activities; or for other areas where large domestic animals such as horses or cattle are legally maintained.
   b. ~~b.~~ For the permitted uses of outdoor storage, motor vehicle storage, major utility and recycling facilities, general warehouse, contractor yard and manufacturing within the regional commercial district "C-4".
   c. ~~c.~~ For installation in industrial and manufacturing districts designated as "Q", "P-1", "M-1" "M-2" and "M-3" as defined by Title 20 of the El Paso City Code.
2. ~~2.~~ Only battery-powered units are acceptable. Units must be approved by a Nationally Recognized Testing Laboratory (NRTL) with final installation acceptable to the Building Official.
3. The installation of an electric fence is prohibited,

   a. Within 25 feet of any outdoor area used for the handling of hazardous materials pursuant to the Fire Code, or

   b. Within five feet of any public right-of-way.

312.2.4 Permit Required. The installation of an electric fence requires an approved permit with the permit official. It shall be unlawful for any person to install, maintain or operate an electrified fence in violation of the provisions of this section.

1. Applications must include the following:
    a. Site plan indicating the location of the electrified fence and perimeter fence.
    b. Schematics and load calculations indicating and/or displaying the,
        i. Location of the power source,
        ii. Materials used for the fence construction,
        iii. Location of the regulating and monitoring equipment, and
        iv. Location of emergency access, knox box and cut-off switch.
2. A permit shall be obtained and renewed every two years with a notarized statement attached to the renewal application from an authorized representative of the fence or barrier equipment manufacturer indicating the installation is operating in conformance with the original design and complies with acceptable safety standards.

312.2.5 Registration Required. Prior to the installation or use of an electrified fence and upon permit issuance, the permit holder must register the electrified fence with the fire code official to identify the location of said fence and required cut-off switch and knox box in the event that deactivation is required by an authorized public safety official.

312.2.6 Standards.

312.2.6.1 Standards—Electrification. Electric fences or barriers must be designed and certified by an authorized representative of a fence or barrier equipment manufacturer. Upon installation, said representative shall certify the installation meets the following design and safety requirements:

1. ~~1.~~ AC current shall not be used to energize any electric fence.
2. ~~2.~~ The energizer for electric fences shall be driven by a commercial storage battery not to exceed 12 volts capacity charged by a solar panel. A commercial trickle charger may augment power source.
3. ~~3.~~ The electric charge produced by the fence upon contact shall meet the energy output requirements of section 22.108 of the IEC.
4. ~~4.~~ All ground system cables shall be properly insulated.
5. ~~5.~~ The controller ground system shall not be connected to any plumbing systems in or out of use and shall be at least 50 feet from other utility and buried water pipes.
6. ~~6.~~ The fence controller ground wire shall not touch any buildings on site.
7. ~~7.~~ Fence controller and its ground system shall be at least 50 ft. away from radio and buried telephone wires.
8. ~~8.~~ An electric fence shall be installed at a minimum clearance from power or telephones lines in accordance with Table BB.1 of the IEC.
9. ~~9.~~ A lightning diverter (commonly referred to as a lightning arrestor) shall be installed between the fence and the fence controller.
10. ~~10.~~ A cut-off switch shall be installed capable of disconnecting the fence from the controller in case of emergencies, electrical storms, etc.

11. ~~11.~~ A knox box shall be installed to provide secure access to the appropriate public safety official to the cut-off switch. The knox box shall be illuminated to a minimum one foot candle.
12. ~~12.~~ Each energizer shall be connected to its own ground system and must not be connected to any other ground system(s).
13. ~~13.~~ Two or more energizers shall not be connected to the same fence unless the use of multiple energizers does not increase the overall charge transmitted on the fence and adequate access is provided to the cut-off switch to each energizer.
14. ~~14.~~ All cabling/wire and connectors shall be of the same material (steel, copper, etc.).
15. ~~15.~~ All wires shall be separated at minimum clearance in accordance with section 29.101 of the IEC.
16. ~~16.~~ Barbed or razor wire shall not be used in conjunction with any electric fence system.

312.2.6.2 Standards-Height. Electrified fences shall be a minimum of six (6) feet in height and shall not exceed a maximum of ten (10) feet in height.

312.2.6.3 Standards—Warning Signs. All electric fences shall have warning signs of reflective material and shall be in accordance with the following requirements:

1. ~~1.~~ Shall be a minimum of 4 inches by 8 inches in accordance with annex BB of the IEC.
2. ~~2.~~ All lettering shall be a minimum of one (1) inch high.
3. ~~3.~~ Shall consist of a yellow background with black inscriptions and kept in good condition to ensure continued visibility.
4. ~~4.~~ Shall be placed at a maximum of 30 feet distance along the fence with a minimum of t wo signs for less than a ~~50 foot~~50-foot length.
5. ~~–~~Signs shall bear the words "Live Wires" or "Electric Fence" in indelible letters in English and Spanish.

312.2.7 Required Barrier(s).

1. ~~1.~~ No electrified fence shall be installed or used unless it is completely surrounded by a perimeter fence that is not less than six (6) feet in height and no more than eight feet in height in accordance with the provisions of section 20.16.030 of the El Paso City Code.
2. ~~2.~~ The distance between the electrified fence and required perimeter fence shall be a minimum of four inches at its closest point.
3. ~~3.~~ The perimeter fence between an electrified fence and an adjacent residential zone shall be a masonry fence.
4. ~~4.~~ If the masonry fence between an electrified fence and an adjacent residential zone is more than three feet from the electrified fence, there shall be a second

perimeter fence installed between the electrified fence and the adjacent residential zone that is no more than three feet from the electrified fence.

5. ~~5.~~ If a code compliant perimeter fence does not exist, a separate permit shall be obtained for the construction of the perimeter fence that shall be constructed prior to the electrified fence installation pursuant to Title 20 of the El Paso City Code.
6. ~~6.~~ The area between the perimeter wall or fence and the electrified fence shall be kept clear of shrubbery, weeds, trash and debris.

312.2.8 Hours of activation. An electrified fence shall only be energized during the hours when the general public does not have legal access to the protected property.

312.2.9 Fees. The established fee for a permit to install an electrified fence shall be paid by the applicant at the time of filing an application and upon the renewal of the permit.

312.2.10 Barbed Wire, Farm/Ranch.

1. ~~1.~~ Barbed wire fences installed in conventional multi-strand configuration may be used for the same purpose, the same area, and under the same conditions outlined in Section 312.2.11
2. ~~2.~~ Wire shall be securely fastened to durable wooden or metal posts, spaced not to exceed fifteen (15) feet center-to-center, and designed to withstand all loads reasonably expected to be imposed upon them.
3. ~~3.~~ Gates in such fences shall have solid frames, be conventionally hinged, and shall not swing over public property.
4. ~~4.~~ The use of barbed wire in conjunction with an electric fence is prohibited.

312.2.11 Barbed Wire Other Than Farm/Ranch.

1. ~~1.~~ Barbed wire may be used as a topping on walls and fences in areas zoned for commercial and manufacturing uses provided such wire is properly attached and secured to risers or outriggers especially designed for this purpose. Such barbed wire installation shall be placed not less than seven (7) feet above finished grade at any point along the fence, and shall not at any point extend beyond the property line, over the public way, or adjoining property.
2. ~~2.~~ The use of barbed wire for dwellings or apartments in residential and apartment zones is prohibited.
3. ~~3.~~ The use of barbed wire in conjunction with an electric fence is prohibited.
4. ~~4.~~ The use, design and minimum height of barbed wire fence topping shall be determined by the building official for each such installation. Such determination shall be based on the need for barbed wire protection, considering the probable risk or theft or trespass, the character of the neighborhood, and other pertinent factors; the possible hazards to persons; and reasonable consideration of appearance.

312.2.12 Use of Broken Glass. The use of broken glass and similar materials designed to do bodily harm, as a topping for fences and walls is prohibited.

18.08.080 Section 501.2 Address identification, amended.

International Building Code, ~~2015 Edition~~2021 Edition, Section 501.2 Address identification is hereby amended to read as follows:

501.2 Premises Identification.

501.2.1 Definitions. For the purposes of administering the numbering of buildings, the following definitions shall apply:

"Building numbering," means those numbers and/or letters as may be needed to identify building(s) at a municipal street address.

"Municipal street address" means the building numbering used in conjunction with the street name and assigned by the Planning Division for the City of El Paso for the purpose of identifying individual properties.

"Prominently displayed" means that which is conspicuously located, readily noticeable, and easily readable from the street during normal daytime atmospheric conditions by the driver of an emergency response vehicle.

"Shopping Mall or Strip Mall" means a building or buildings located on the same lot, containing one (1) or more units, which are utilized by the occupants for business purposes.

501.2.2 Municipal Street Address Identification Required. Building numbering shall be prominently displayed on all buildings for which a municipal street address has been assigned in accordance with the requirements of this Section.

501.2.3 Building Numbering Character Height. Building numbering shall be displayed in characters having a minimum height conforming to the following table:

Distance Building Numbering is Setback from the Street Curb	Minimum Height
Less than 100 ft.	8"
Equal to or greater than 100 ft. but less than 150 ft.	10"
Equal to or greater than 150 ft. but less than 200 ft.	12"
Equal, to or greater than 200 ft.	See 501.2.3.1

501.2.3.1 Where the distance of the building numbering located on the nearest building wall is equal to or greater than 200 ft. from the street curb, building numbering shall be located on a permanent sign that is not more than 50 ft. from the street curb and is in accordance with Chapter 20.66. If no other such permanent sign exists, a permanent sign shall be provided so that the building numbering shall be located not more than 50 ft. from the street curb. Such permanent sign shall be in accordance with Chapter 20.66 of the City Code and numbering shall be sized in accordance with 501.2.3.

501.2.3.2 Building Numbering Characters. The characters used for building numbering shall be oriented so that they read from left to right horizontally, are not wrapped around corners. The characters shall be a simple, block lettering style without serifs and shall not be

slanted or italicized. The characters shall be designed and mounted to avoid shadows that diminish the readability.

501.2.3.3 Color. The color contrast between the building numbering characters and the background against which they are viewed shall be sharply contrasted and sufficiently distinct to ensure legibility/readability. The contrasting background color shall extend a minimum of 4" above, below, and on both sides of the building numbering without interference from any other building element, blending of color, or border. These contrasting colors shall be very dark on very light or the reverse and shall be subject to the approval of the Fire Code Official.

501.2.3.4 Visibility and Readability. Building numbering shall be installed and maintained so that it is clearly visible and easily readable from the street and not obscured by any obstructions such as, but not limited to, landscaping, signage, vehicles, off-street parking, other buildings or building elements.

501.2.3.5 Building Numbering Location.

1. ~~1.~~ When the primary public entry to the building fronts on the addressed street, building numbering shall be located within the upper one-fourth of the building, not to exceed 20 feet above the ground, on the building wall facing the addressed street.
2. ~~2.~~ On buildings where the public entry does not front the addressed street, building numbering shall be located near the primary public entry and contain the name of the addressed street. In addition, building numbering shall be located within the upper one-fourth of the building, not to exceed 20 feet above the ground, on the building wall facing the addressed street in compliance with all requirements of this Chapter.
3. ~~3.~~ On buildings that have a canopy or other building element fronting the addressed street, numbering shall be located on the canopy or other building element. Such numbering shall be located on the surface facing the addressed street and located equal distance from the top and bottom of the facade. If the canopy or other building element is closer than 50 feet to the addressed street, such numbering shall also be located on the sides of the canopy.
4. ~~4.~~ If another permanent structure or sign exists; the building numbering shall be centered on the face of the permanent structure or sign. Building numbering provided on a permanent sign shall not be included in the calculation of the allowable sign area.
5. ~~5.~~ On buildings, canopies and other permanent structures or signs where numbering is to be located, and the building, canopy or other permanent structure fronts the street at an angle, such numbering shall be located on the all sides facing the addressed street.
6. ~~6.~~ On buildings with frontage of 150 feet or more, building numbering shall be located within the upper one-fourth of the building, not to exceed 20 feet above the ground, on the opposing ends of the building wall fronting on the addressed street in accordance with the requirements of this Chapter.

7. In the event that the location of building numbering complying with this subparagraph does not result in compliance with Section 501.2.2, the location shall be as directed by the Fire Code Official.

501.2.3.6 Multiple Individual Occupancies. When a building contains multiple individual occupancies, which have the same municipal street address, each occupancy shall be identified by additional numbers and/or letters, a minimum of six (6) inches high located in close proximity to its primary public entry if the primary entry is from the outside of the building. This requirement shall be in addition to the building numbering of the municipal street address located on the building wall or other structure as required in this Chapter.

501.2.3.7 Multiple Buildings at a Municipal Street Address. When there is more than one (1) building at a municipal street address, the building nearest to the addressed street shall display the numbering and/or lettering of the first and last building separated by a hyphen. Each remaining building shall be further identified by displaying distinguishing numbers and/or letters on at least one (1) wall located near the primary public entry for that building. Such numbering shall be subject to the approval of the Fire Code Official.

501.2.3.8 Buildings with Multiple Street Addresses. When there is more than one (1) municipal street address assigned to buildings located on the same lot, each building shall comply with the building numbering requirements. The building nearest the addressed street shall display the building numbering of the first and last municipal street address separated by a hyphen.

501.2.3.9 Additional Building Numbering. The owner of a property may provide additional building numbering beyond the building numbering required by this Section. Such additional building numbering, when located on a surface facing a street other than the addressed street, shall also contain the name of the addressed street in addition to the addressed numbering. Additional building numbering shall not be subject to the other requirements of this Section.

501.2.4 Appeal. The owner of a property may appeal the determination of the location or color for building numbering by the Fire Code Official to the Construction Board of Appeals in accordance with Chapter 2.30 of the City Code.

501.2.5 Administration and Enforcement. The requirements of this Section shall be administered as part of the building permit and inspection process. The certificate of occupancy shall not be issued unless the building numbering has complied with this Section.

501.2.6 Existing Buildings. All existing buildings and buildings for which the permit application was received prior to January 1, 2006, except residential buildings containing not more than four (4) dwelling units, that were in full compliance with the pre-existing ordinance (Ord. 15963 A (part), 2004), shall comply with this Section within one (1) year of the enactment of this ordinance. All other building that have not been in compliance with the pre-existing ordinance (Ord. 15963 A (part), 2004), shall comply with this Section immediately upon enactment. The pre-existing ordinance (Ord. 15963 A (part), 2004) shall remain in full force an effect until the expiration of one (1) year from the enactment of this ordinance.

501.2.7 Enforcement. The Fire Code Official and the Building Official are authorized to issue a notice to correct and a citation to the owner, manager, operator or person who otherwise controls the use of any property on which the building numbering has not been provided as required by this Section. The Fire Code Official or the Building Official may issue one notice to correct. The owner, manager, operator or person who otherwise controls the use of any property must comply with the requirements of a notice to correct within thirty (30) days of the date a notice was issued.

Section 501.2.8 Violation.

A. ~~A.~~ It shall be unlawful for any person who owns, manages, operates or otherwise controls the use of any premises subject to regulation under this chapter to fail to comply with all of its provisions.

B. ~~B.~~ Any person violating any provision of this chapter shall be deemed guilty of a misdemeanor and shall be punished as provided in Sections 114 through 116 of the International Building Code, 20~~09~~21 Edition.

18.08.090—18.08.110 Reserved.

18.08.120 Section 1101.2 Design, amended.

International Building Code, ~~2015 Edition~~2021 Edition, Section 1101.2 Design, is hereby amended to read as follows:

1101.2 Design. Buildings and facilities shall be designed and constructed to be accessible in accordance with this Code, the Texas Accessibility Standards ("TAS") of the Architectural Barriers Act (Chapter 469, Government Code) and the American National Standard of the International Code Council (ICC/ANSI A117.1 2009 Edition).

A. ~~A.~~ All buildings and structures and their associated sites and facilities including employee work areas shall be made accessible as required by this chapter.

B. ~~B.~~ The design and construction of accessible building elements shall be in accordance with this chapter and Sections 4.1 through 4.35 of the TAS or its successor and the requirements of this Chapter.

C. ~~C.~~ TAS, a copy of which, authenticated by the signature of the Mayor and City Clerk, and made a public record by resolution of the City Council, is on file in the City Clerk's Office and except as modified in this Chapter, is hereby adopted and shall be considered an integral part of the Building Code.

Exceptions:

1. ~~1.~~ Group R3—~~One and Two Family~~One- and Two-Family Dwellings. ~~One and two family~~One- and two-family dwellings regulated by the El Paso Residential Code, Chapter 18.10, and their accessory buildings shall be exempt from the requirements of this Section.
2. ~~2.~~ Group R2 Occupancies. Group R2 Occupancies having not more than four units on a site are exempt from the requirements of this Section.

3. ~~3.~~ Group R1 occupancies. Group R1 Occupancies that are actually occupied as a residence by the proprietor and that have ten or fewer rooms on a site for rent or hire are exempt from the requirements of this Section.
4. ~~4.~~ Storage Mezzanines. Mezzanines used solely for storage shall be exempt from the requirements of this Section provided the area of the inaccessible level is less than 2000 square feet.
5. ~~5.~~ Uninhabitable Spaces. Uninhabitable spaces shall be exempt from the requirements of this Section. For the purposes of this Section, uninhabitable spaces shall mean those spaces accessed only by ladders, catwalks, crawl spaces, very narrow passageways, or non-passenger elevators, and frequented only by service personnel for maintenance purposes.
6. ~~6.~~ Religious Ritual Places. Places used primarily for religious rituals within either a building or facility of a religious organization such as baptisteries, chancels and/or altars, confessionals and similar places are exempt from the requirements of this Section.

18.08.130 Section 1101.3 Maintenance of Facilities, added.

International Building Code, ~~2015 Edition~~2021 Edition, Section 1101.3, Maintenance of Facilities is hereby added to read as follows:

1101.3 Maintenance of Facilities. Any building, facility, dwelling unit, or site that is constructed or altered to be accessible or adaptable under this Section shall be maintained accessible/adaptable during its occupancy.

18.08.140 Section 1101.4 Variances, added.

International Building Code, ~~2015 Edition~~2021 Edition, Section 1101.4, Variances, is hereby added to read as follows:

1101.4 Variances. Any exemptions from or modifications of the requirements of the TAS obtained for any project through a variance granted by the Texas Department of Licensing and Regulation (TDLR) shall be deemed a variance under this chapter and approval by the Construction Board of Appeals as described in City Code Chapter 2.30 shall not be required. The building official may issue a conditional building permit, pending final determination from TDLR, provided the applicant submits proof that a variance application for the requested exemption or modification has been submitted to TDLR.

18.08.150 Section 1107.6.1.1.1 Type A units, amended.

International Building Code, ~~2015 Edition~~2021 Edition, Section 1107.6.1.1.1 Type A units, is hereby amended to read as follows:

1107.6.2.1.1 Type A units. In Group R-2 occupancies containing more than four (4) dwelling units or sleeping units, at least three (3) percent but not less than one of the units shall be a Type A unit. All units on a site shall be considered to determine the total number of units and the required number of Type A units. Type A units shall be dispersed among the various classes of units. All type A units shall be provided with a roll-in shower and a

permanent mounted folding shower seat meeting the specifications and requirements for roll-in showers and mounted folding shower seats in ACC/ANSI 1171.1 — 2003, Section 608.

Exceptions:

1. ~~1.~~ The number of Type A Units is permitted to be reduced in accordance with Section 1107.7.
2. ~~2.~~ Existing structures on a site shall not contribute to the total number of units on a site.

18.08.160 Reserved.

18.08.170 Section 1204.1 Equipment and systems, amended.

International Building Code, ~~2015 Edition~~2021 Edition, Section 1204.1 Equipment and systems, is hereby amended to read as follows:

1204.1 Equipment and systems. Interior spaces intended for human occupancy shall be provided with active or passive space-heating and cooling systems capable of maintaining an indoor temperature between 68 F (20 C) and 90 F at a point 3 feet above the floor in all habitable spaces. The installation of portable space heaters shall not be used to achieve compliance with this section.

Exception: Interior spaces where the primary purpose is not associated with human comfort.

18.08.180 Section 1804.8 Excavation Greater Than 5 Feet, added.

International Building Code, ~~2009 2015 Edition~~2021 Edition, Section 1804.7 Excavation Greater Than 5 Feet, is hereby added to read as follows:

1804.8 Excavation Greater Than 5 Feet. Excavations which will exceed five (5) feet in depth shall provide trench safety systems that meet Occupational Safety and Health Administration (O.S.H.A.) standards. Supporting systems shall be designed by a qualified professional and meet accepted engineering requirements. The building official may require that such supporting system designs be made part of the project drawings and specifications.

18.08.190 Section 2114 Rock Masonry Retaining Walls, Yard Walls and Fences, added.

International Building Code, ~~2015 Edition~~2021 Edition, Section 2114 Rock Masonry Retaining Walls, Yard Walls and Fences, is hereby added to read as follows:

Section 2114 Rock Masonry Retaining Walls, Yard Walls and Fences.

2114.1 General.

1. ~~1.~~ All retaining rock masonry walls, rock yard walls and rock fences shall be so designed as to withstand any normal and special loading which may be expected for the intended use of the structure and no subsequent change of use shall be permitted without provisions for the additional loading imposed by such new uses. For the

purpose of this section, fences are further defined as free-standing structures supporting no vertical weight other than the weight of the materials used in the construction of the fence and resisting no externally applied horizontal loadings other than wind or earthquake forces. Freestanding masonry sign pylons shall be classified as fences.

2. ~~2.~~ Rock masonry walls used in whole or in part for earth retention, in excess of 24 inches in height, shall be provided with adequate footings of reinforced concrete. Rock walls and fences, which due to inadequate or improper design or deterioration, show indications of becoming unstable or unsafe shall, be considered unsafe. Unsafe walls and fences shall be abated by repair and rehabilitation or by demolition.
3. ~~3.~~ If a wall is proposed to be built, constructed, or repaired on a common property line, written approval of adjoining property owners must be submitted with the application for a building permit. If the City is the adjoining property owner, written approval of the Zoning Administrator must be requested and submitted with the permit application.

2114.2 Retaining Walls. Permanent excavations with a grade separation exceeding twenty-four (24) inches on a vertical line, as opposed to embankments along the natural angle of repose of the soil material, that are retained with masonry shall have the masonry designed and constructed within the provisions of this chapter. Both residential and non-residential construction shall comply with this section.

2114.2.1 Design and Stability.

1. ~~1.~~ Walls used to retain more than four (4) feet of earth shall be designed by a registered professional engineer.
2. ~~2.~~ Walls shall be analyzed as gravity type structures. Native rubble masonry construction spanning between buttresses may be considered as having a flexural tensile/compressive strength of fifteen (15) PSI and an axial compressive strength not to exceed sixty (60) PSI. The effective width (thickness) dimensions for structural strength and stability shall be reduced by six (6) inches unless the wall is constructed utilizing a cast-in-place concrete core to ensure solid construction.
3. ~~3.~~ Foundation concrete shall be effectively bonded to the supported native stone rubble masonry in order to enable the system to perform as an integral composite unit. Bonding may be accomplished by the use of stones twelve (12) inches or larger in dimension placed in the plastic concrete of the foundation to obtain a minimum of six (6) inch embedment with a six (6) inch projection to bond with the native stone rubble masonry constructed above.
4. ~~4.~~ Externally applied loadings acting on retaining structures shall be those computed from design conditions but shall be no less than required under Chapter 16 of this Code. Parking areas limited to automobiles and other light vehicles shall require a minimum fifty (50) PSF uniform surcharge loading. A minimum of two hundred fifty (250) PSF uniform surcharge loading or AASHTO Lane Loading (whichever is greater) shall be required for parking areas subject to heavy vehicles.

2114.2.2 Materials.

1. ~~1.~~ Concrete, reinforcing steel and native stone, shall conform to the requirements of Chapters 19 and 21 of this Code. Structural concrete for foundations shall have a minimum twenty-eight (28) day compressive strength of two thousand five hundred (2500) PSI. Concrete for core fill of gravity retaining walls shall have a minimum twenty-eight (28) day compressive strength of two thousand (2000) PSI.
2. ~~2.~~ Mortar shall have a minimum twenty-eight (28) day compressive strength, of one thousand eight hundred (1,800) PSI when averaged over three (3) two (2) inch cubes of three (3) three (3) by six (6) inch cylinders in accordance with ASTM C109 or ASTM C780 and shall not contain more than fifteen (15) pounds of ASTM C207, Type S hydrated lime per cubic foot of mortar when mixed by volume. The building official may require submission of test reports confirming compliance with these requirements.

2114.2.3 Construction.

1. ~~1.~~ Foundations shall bear on native undisturbed soil capable of sustaining the load imparted upon it. Subject to the approval of the building official.
2. ~~2.~~ Foundation may be built upon mechanically compacted soil (native soils with increased densification or engineered fill materials) upon submittal of evidence that the proposed loadings will be adequately supported.
3. ~~3.~~ Adequate provisions shall be made to eliminate hydrostatic pressure buildup through the use of a free-draining backfill material over an underground water collection system that will drain through the wall and above the foundation in order to ensure stability of the foundation supporting soil. Random pattern weep holes shall not be considered as sufficient to accomplish required drainage. Retaining structures retaining less than four (4) feet of earth are not required to provide the above drainage system.
4. Foundations must bear a minimum of two (2) feet below finish grade level or one (1) foot into native undisturbed materials satisfactory for bearing (on the low side of the retaining structures) whichever provides the lowest elevation.

2114.2.4 Drawings and Specifications. All structures governed under this section shall be required to submit drawings in accordance with Chapter 18.02 Administrative Code. Such drawings shall include the following:

1. ~~1.~~ Theoretical calculated soil pressures at the toe and heel of the wall foundation.
2. ~~2.~~ Factor of safety against horizontal sliding and overturning (tipping) equal to or greater than 1.5.
3. ~~3.~~ Uniform surcharge loading and soil unit weight used in analysis and design (PCF).
4. ~~4.~~ Line or strip loadings (PLF) and locations with respect to wall.
5. Assumed unit weight of native stone rubble masonry construction (PCF).
6. ~~6.~~ Wall thickness and height dimensions with relative positioning for yard wall extensions, retained heights, base widths and foundations.

7. ~~7.~~ Locations of construction (through-wall) joints, changes in foundation bearing elevations, positioning, extent and construction of underground drainage against the retaining structure.

2114.3 Yard Walls and Fences. Yard walls and fences of masonry materials shall be considered as non-bearing walls and shall be supported either horizontally or vertically by intersecting fences, pilasters, monolithic columns, integral, with the fence construction of sufficient strength and stability to provide the required structural support. The minimum thickness shall be sufficient to resist all normal vertical and horizontal loads applied to the fence.

2114.3.1 Masonry walls over six (6) feet in height shall be designed as a structural wall by a licensed professional engineer and provided with adequate footings. The design will be reviewed by the building official.

2114.3.2 Design and Stability.

1. ~~1.~~ The unsupported height to thickness (KH/t) or length to thickness (KL/t) shall not exceed 40, where, K=2.0 for cantilevered conditions, and 1.0 for both ends being supported:
    a. H = Height of fence above foundation
    b. L = Horizontal distance between stiffening elements
    c. t = Thickness of fence
2. ~~2.~~ In native stone rubble masonry walls with "no mortar" finishes, three (3) inches shall be deducted from the thickness of the fence for each face where this finish is used, when computing the minimum thickness for KH/t, KL/t and structural stability requirements.
3. ~~3.~~ Lateral support (stiffening elements) shall be provided by intersecting fences, pilasters, monolithic columns integral with the fence construction or other vertical members of sufficient strength and stability to provide the required structural support.
4. ~~4.~~ Masonry fences, including native stone rubble, shall have each wythe through-bonded with native stone rubble masonry having through-bond stones at a maximum spacing of three (3) feet vertically and three (3) feet horizontally.
5. ~~5.~~ Adequate strength, and stability to resist overturning, and other stresses for externally applied horizontal loads, shall be provided to the satisfaction of the building official and shall conform to accepted engineering design principles. Wind loading and shape factors shall be as set forth in Chapter 12 of this Code.

2114.3.3 Materials.

1. ~~1.~~ All materials shall be in accordance with Chapter 21.
2. ~~2.~~ Masonry fences, including native stone rubble, shall be laid in Type M, S, or N mortar.
3. ~~3.~~ Masonry fences, including native stone rubble, shall be provided with a reinforced concrete foundation in accordance with the approved subdivision design standards of the City.

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18.08.200 Section 3107.1 General, amended.

International Building Code, ~~2015 Edition~~2021 Edition, Section 3107 Signs, is hereby amended to read as follows:

3107.1 General. Signs shall comply with the Zoning Ordinance and shall be designed, constructed and maintained in accordance with this Code.

18.08.210 Section 3201.1 Scope, amended.

International Building Code, ~~2015 Edition~~2021 Edition, Section 3201.1 Scope, is hereby amended to read as follows:

3201.1 Scope. The use of public property or any portion thereof, shall be in accordance with the City Charter, Section 3.18 and the provisions of this Chapter.

18.08.220 Section 3305.2 Temporary Facilities, added.

International Building Code, ~~2015 Edition~~2021 Edition, Section 3305.2 Temporary Facilities, is hereby added to read as follows:

3305.2 Temporary Facilities. Adequate sanitary facilities for the convenience of all workmen shall be provided according to Table 3305.1. Required facilities shall be located not more than one hundred (100) feet from the construction site, and shall not be within sixty (60) feet of any occupied structure, unless the occupant of such structure consents, or unless it is impracticable to locate the facilities the required minimum distance from the structure. Existing facilities owned by others may be used provided permission for their use is obtained and only if such facilities comply with the requirements or this section.

3305.3 Facilities shall be kept in a clean and sanitary condition throughout the duration of the work. The temporary workman's toilet shall be enclosed, screened, and weatherproofed and shall be connected to a sewer. Upon removal of the temporary facilities, the sewer connections shall be removed and the sewer capped. In lieu of connecting to a sewer, the temporary facility may be a portable, enclosed, chemically treated, tank-tight unit.

Table 3305.1 Number of Employees
Minimum Number of Toilet Facilities

If Serviced Once Per Week*	
1—10	1
11—20	2
21—30	3
31—40	4
Over 40	1 additional facility for each 10 additional employees
If serviced more than once per week*	
1—15	1

16—35	2
36—55	3
56—75	4
76—95	5
Over 95	1 additional facility for each 20 additional employees

*"Servicing" refers to the emptying of waste and the cleaning of the toilet facility. A camp equipped with flush toilets shall meet the standard for "minimum number of toilet facilities if serviced more than once per week".

18.08.221 Section 3401.1 Compliance, amended.

International Building Code, ~~2015 Edition~~2021 Edition, Section 3401.1 Compliance, is hereby amended to read as follows:

3401.1 Compliance. Alterations or repairs to existing buildings and structures shall comply with the provisions for alterations or repairs in the International Existing Building Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, International Property Maintenance Code, International Private Sewage Disposal Code, International Residential Code and NFPA 70. Any alterations or repairs to existing structures made solely in order to improve accessibility shall comply with the provisions for alterations or repairs in this Code, provided however, that nothing in this Code shall require the entire existing structure to be brought into current code compliance. Any exterior site modifications that are required by this Code as a result of the alterations or repairs may be deferred for a period of up to 5 years provided however, that such are not required by Federal or State law.

18.08.222 Section 3401.2 General, amended.

International Building Code, ~~2015 Edition~~2021 Edition, Section 3401.2 General, is hereby amended to read as follows:

33401.2 General. Additions to existing buildings or structures shall comply with the requirements of this code for new construction. Any addition to existing structures made solely to improve accessibility shall comply with the provisions for new construction in this Code, provided however, that nothing in this Code shall require the remaining existing structure to be brought into current code compliance. Any exterior site modifications that are required as a result of such addition may be deferred for a period of up to 5 years.

18.08.230 Appendix C, Group U-Agricultural Buildings, adopted.

International Building Code, ~~2015 Edition~~2021 Edition, Appendix C, Group U-Agricultural Buildings, is hereby adopted in its entirety.

18.08.240 Appendix D, Fire Districts, adopted and amended. Added

International Building Code, ~~2015 Edition~~2021 Edition, Appendix D, Fire Districts, is hereby adopted and Sections D101.1.1.1 is hereby added to read as follows: The Fire District shall include such territory as defined herein.

D101.1.1.1 Fire District No. 1. Fire District No. 1 shall include the following portion of the City of El Paso, which is more particularly described by metes and bounds, as follows:

Beginning at the intersection of the east line of Santa Fe Street with the south line of Missouri Street; Thence northeasterly along the south line of Missouri Street to the west line of Campbell Street; Thence southeasterly and southerly along the west line of Campbell Street to the north line of Overland Street; Thence westerly along the north line of Overland Street to the west line of El Paso Street; Thence southerly along the west line of El Paso Street to the north line of Overland Street; Thence westerly along the north line of Overland Street to the east line of Santa Fe Street; Thence northerly and northwesterly along the east line of Santa Fe Street to the point of beginning at the south line of Missouri Street.

18.08.250 Appendix E, Supplementary Accessibility Requirements, adopted.

International Building Code, 20~~0~~219 Edition, Appendix E~~F~~, Supplementary Accessibility Requirements, is hereby adopted in its entirety.

18.08.252 Appendix F, Rodent proofing, adopted.

International Building Code, ~~2015 Edition~~2021 Edition, Appendix F, ~~Supplementary Accessibility Requirements~~Rodent Proofing, is hereby adopted in its entirety.

18.08.254 Appendix G, Flood Resistant Construction, adopted.

International Building Code, ~~2015 Edition~~2021 Edition, Appendix ~~F~~G, ~~Supplementary Accessibility Requirements~~Flood Resistant Construction, is hereby adopted in its entirety.

18.08.260 Appendix I, Patio Covers, adopted.

International Building Code, ~~2009 2015 Edition~~2021 Edition, Appendix I, Patio Covers, is hereby adopted in its entirety.

18.08.262 Appendix J, Grading, adopted.

International Building Code, ~~2015 Edition~~2021 Edition, Appendix J~~I~~, ~~Patio Covers~~Grading, is hereby adopted in its entirety.

18.08.270 Appendix K, Administrative Provisions, adopted.

International Building Code, ~~2015 Edition~~2021 Edition, Appendix K, Administrative Provisions, is hereby adopted in its entirety.

18.08.280 Appendices.

International Building Code, ~~2015 Edition~~2021 Edition, Appendices.

The appendices unless specifically adopted or referenced are retained as administrative guidance aids.

18.08.290 Conflicting ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this chapter are hereby repealed.

18.08.300 Violations and Penalties.

Any person, firm, corporation or agent who shall violate a provision of this Code or of the technical codes, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish or move any structure, electrical, gas, mechanical or plumbing system, or has erected, constructed, altered, repaired, moved or demolished a building, structure, electrical, gas, mechanical or plumbing system; in violation of a detailed statement or drawing submitted and permitted thereunder, shall be deemed guilty of a misdemeanor and punished by a fine not to exceed two thousand dollars. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this Code or of the technical codes is committed or continued.

SECTION 2. That except as herein amended Title 18 (Building and Construction), Chapter 18.08 (Building Code) of the El Paso City Code shall remain in full force and effect.

Chapter 18.10 - RESIDENTIAL CODE

18.10.010 Short title.

This chapter may be cited as the "Residential Code."

18.10.020 Adoption.

The book entitled "International Residential Code, For One- and Two-Family Dwellings" ~~2015 Edition~~2021 Edition, a copy of which authenticated by the City Clerk is on file in the City Clerk's Office, is adopted as the Residential Code of the City, as fully as if copied at length in this chapter, but with the amendments set forth in this chapter and Chapter 18.02, the Building and Administrative Code of the City of El Paso.

18.10.030 Section R101.2 Scope.

International Residential Code, ~~2015 Edition~~2021 Edition, R101.2 Scope, is hereby adopted in its entirety.

18.10.040 - Section R105.2 Work exempt from permit

Exemption from *permit* requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this *jurisdiction.* Permits shall not be required for the following construction work:

Building~~:~~

1. One-story detached accessory storage building, canopy or structure, located in the rear yard, less than two hundred square feet in floor area and not within 5 feet of another structure, eave to eave. This exemption shall be restricted to only one accessory building within a site.
2. Masonry landscape walls and fences not over ~~not over~~ forty-two inches ~~in~~ h~~e~~igh~~t or less~~, completely within the subject property and meeting zoning ~~requirements..~~requirements. Where there is a difference in elevation between abutting properties or property lines, the height measurement shall be taken from the high side of the wall, exclusive of retaining walls.
    a. Chain link or wrought iron fences not over six ~~six seven~~ feet ~~or less in~~ h~~e~~igh~~t~~, completely within the subject property and ~~-~~meeting zoning requirements.
3. Concrete walks, slabs on grade and driveways not more than thirty inches above grade, that are not over a basement or story below; and that will not serve as foundation or structural support for future construction, and are not located in public right-of-way.
4. Ordinary minor nonstructural repair work such as painting, papering, siding and similar finish work.
5. Movable cases, cabinets, counters, and partitions not over five feet nine inches high that do not establish a corridor.
6. Swimming pools, wading pools or ponds that are in-ground or above ground containing a body of water less than twenty-four inches in depth and less than five thousand gallons of water.
7. Replacement of less than twenty-five percent of existing roof covering on residential structures only.
8. Swings and other playground equipment.

Mechanical~~:~~

1. Portable heating appliances.
2. Portable ventilation equipment.
3. Portable cooling units.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by the technical codes.
5. Replacement of any part which does not alter its approval or make it unsafe.
6. Portable evaporative coolers.

7. Self-contained refrigeration systems containing ten pounds (4.54 kg) or less of refrigerant and actuated by motors of one horsepower (746 W) or less.

Electrical:~~.~~

1. Wiring devices or equipment installed by telephone, telegraph or other public service corporations used solely for the transmission of two-way communication.
2. Portable appliances or devices conforming to the electrical code, for operation from a receptacle outlet, provided such appliances are rated at no more than eighty percent of the branch circuit overprotective device.
3. Replacing or repairing flash or snap switches, receptacles, drop cords, replacing fuses, changing lamp sockets, or any other minor repairs of joints in wiring, fixtures, devices or equipment.
4. Ceiling fans, light fixtures, receptacle outlets or similar devices added onto an existing electrical circuit which has adequate capacity for the additional load in a one- or two-family residence; provided, however, that the work is performed by:
    a. A homeowner, on property that is their primary residence; or
    b. A master, journeyman or maintenance electrician licensed in accordance with Section 18.02.104.6.

~~**Fire protection systems.:**~~

~~**21. Minor repair, service and maintenance work as allowed by the Fire Code Official.**~~

~~**22. Periodic testing of installed systems.**~~

~~**Plumbing:**~~**Plumbing:**

1. The stopping of leaks in drains, water, soil, waste or vent pipe; provided, however, that if any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a *permit* shall be obtained and inspection made as provided in this code.~~1. The stopping of leaks in drains, water, soil, waste or vent pipe; provided, however, that if any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a *permit* shall be obtained and inspection made as provided in this code.~~

~~1.~~2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

18.10.050 Section R301.2 Climatic and geographic design criteria, amended.

International Residential Code, ~~2015 Edition~~2021 Edition, Section R301.2 Climatic and Geographic Design Criteria is hereby amended by completing Table 301.2(1), Climatic and Geographic Design Criteria, to read as follows:

Table R301.2(1)

Climatic and Geographic Design Criteria

Ground Snow Load	Wind Design				Seismic Design Category[f]	Subject To Damage From			Ice Barrier Underlayment Required[h]	Flood Hazards[g]	Air Freezing Index[i]	Mean Annual Temp[j]
	Speed[d] (mph)	Topographic effects[k]	Special wind region[l]	Wind-borne debris zone[m]		Weathering[a]	Frost line depth[b]	Termite[c]				
5 PSF	105	No	No	No	C	Negligible	6"	Moderate to Heavy	No	Municipal Code Sec. 18.60	1500	75° F

Manual J Design Criteria

Elevation	Altitude Correction Factor	Coincident wet bulb	Indoor winter design dry-bulb temperature	Indoor winter design dry-bulb temperature	Outdoor winter design dry-bulb temperature	Heating temperature difference
3918	0.87	64°	72°	72°	25°	47°
Latitude	**Daily Range**	**Indoor summer design relative humidity**	**Summer Design Grains**	**Indoor summer design dry-bulb temperature**	**Outdoor summer design dry-bulb temperature**	**Cooling temperature difference**
31°	High (more than 25°F)	75° (50% R.H.)	-26	75°	98°	23°

18.10.050.1 Section R302.1 Exterior walls, amended.

International Residential Code, ~~2015 Edition~~2021 Edition, Section R302.1, Exterior walls, is hereby amended to add the following exceptions to read as follows:

6. Zero lot line properties where all of the following apply:
   a. A minimum of 10 feet is provided between structures; and
   b. Glazing is limited to a height of not less than 14 feet from grade level; and
   c. Glazing is not more than 10% of the wall; and
   d. Openings are prohibited; and
   e. Where eaves are present they shall not extend more than 12 inches from the wall (including any required gutters) and eaves shall be fire rated.
7. Where all structures are provided with sprinkler systems.

18.10.060 Section R303.~~9~~ 10 Required heating, amended.

International Residential Code, ~~2015 Edition~~2021 Edition, Section R303.8, Required heating, is hereby amended to read as follows:

R303.~~8~~10 Required heating and cooling. Interior spaces intended for human occupancy shall be provided with active or passive space-heating and cooling systems capable of maintaining an indoor temperature between 68 F (20 C) and 90 F at a point 3 feet above the floor and 2 feet from exterior walls in all habitable spaces. The installation of portable space heaters shall not be used to achieve compliance with this section.

18.10.070 Reserved.

18.10.080 Section R313 Automatic Fire Sprinkler Systems, deleted.

International Residential Code, ~~2015 Edition~~2021 Edition, Section R313, Automatic Fire Sprinkler Systems, is hereby deleted in its entirety.

18.10.090 Section R319 Site Address, amended.

International Residential Code, ~~2015 Edition~~2021 Edition, Section R319, Site Address, is hereby amended to read as follows:

SECTION R319
SITE ADDRESS

R319.1 Building Numbering.

R319.1.1 Definitions.

For the purpose of administering the numbering of buildings, the following definitions shall apply:

1. "Building Numbering" means those numbers and/or letters as may be needed to identify building(s) at a municipal street address.
2. "Municipal Street Address" means the building numbering used in conjunction with the street name and assigned by the Planning Division of the City of El Paso for the purposes of identifying individual properties.
3. "Prominently Displayed" means that which is uniformly located, readily noticeable, and easily readable from the street during normal daytime atmospheric conditions by a person having normal vision.

R319.1.2 Municipal Street Address Identification. Building numbering shall be displayed on all buildings for which a municipal street address has been assigned. In order to provide for the prominent display and uniform location of municipal street addresses, residential building numbering shall comply with the following:

1. Building numbering shall be displayed in characters having a minimum height of four (4) inches.
2. For properties fronting on a street with curbs, building numbering shall be mounted or painted on the face of the curb in close proximity to the entry driveway. In the case of a corner property fronting on two streets with the driveway located on the street that is not the street name of the municipal street address, the building numbering shall be mounted or painted in a prominent location on the face of the curb fronting on the addressed Street.
3. For other properties, building numbering shall be located on the building wall fronting the addressed street or on another permanent structure that fronts on the addressed street and is closer to the street than the building wall.
4. It is recommended, but not required, that building numbering for residential buildings meet the requirements of building numbering for other buildings described in Chapter 18.08.

R319.1.3 Administration and Enforcement. The requirements of this Section shall be administered as part of the building permit and inspection process. The building official shall refuse the issuance of a final inspection and certificate of occupancy unless the building numbering has been provided as required by this Section.

R319.1.4 Alternate Building Numbering Location. The building official shall be authorized to approve alternate location(s) for building numbering required under this Section when the owner of the property satisfactorily demonstrate that the alternate location(s) provide(s) an equivalent degree of visibility and readability.

18.10.100 Section R320 Accessibility, deleted.

International Residential Code, ~~2015 Edition~~2021 Edition, Section R320, Accessibility, is hereby is deleted in its entirety.

18.10.110 Section R506.1 General, amended.

International Residential Code, ~~2015 Edition~~2021 Edition, Section R506.1, General, is hereby amended to read as follows:

R506.1 General. Concrete slab-on-ground floors shall be a minimum of 3.5 inches (89 mm) (for expansive soils, see Section R403.1.8). The specified compressive strength of concrete shall be as set forth in Section R402.2.

Slabs shall be constructed with control joints having a depth of at least one-fourth the slab thickness, and joints shall be spaced at intervals not more than 30 feet in each direction and slabs not rectangular in shape shall have control joints across the slab at points of offset, if offset exceeds 10 feet.

Exception: Control joints are not required or may exceed 30-foot intervals where welded wire fabric or equivalent is provided in accordance with Table 506. The welded fabric or equivalent material shall be placed at mid-depth of the slab or 2 inches from the top surface for slabs more than 4 inches in thickness.

Table 506							
Maximum Dimension of Slab or Distance Between Control Joints (Feet) Slab Thickness (Inches)						WWF Wire Spacing (Inches)	WWF Wire Size Designation
3.5	4.0	4.5	5.0	5.5	6.0		
42	36	32	29	26	24	6×6	W1.4 × W1.4
59	52	42	42	38	35	6×6	W2.0 × W2.0
86	75	60	60	55	50	6×6	W2.9 × W2.9

Values in table are based on reinforcement with yield strength of 65,000 psi.

18.10.120 Section R802.10.2 Design, amended.

International Residential Code, ~~2015 Edition~~2021 Edition, Section R802.10.2 Design, is hereby amended to add the following sentence at the end of the section, to read as follows:

R802.10.2 Design. The truss design drawings shall be prepared, signed, and sealed by a registered professional engineer, licensed in Texas.

18.10.130 Reserved.

18.10.140 Section M1201.2 Application, amended.

International Residential Code, ~~2015 Edition~~2021 Edition, Section M1201.2 Application, is hereby amended to read as follows:

M1201.2 Application. In addition to the general administrative requirements of Chapter 18.02, Building and Construction Administrative Code, the provisions of this Chapter shall also apply to the requirements of Chapters 13 through 24.

18.10.150 Section M1413 Evaporative Cooling Equipment, amended.

International Residential Code, ~~2015 Edition~~2021 Edition, Section M1413, Evaporative Cooling Equipment, is hereby amended to read as follows:

M1413 Evaporative Cooling.

M1413.1 General. Every evaporative cooler installed in, on or adjacent to any building as a part of a cooling or air conditioning system shall comply with these provisions.

M1413.2 Location.

M1413.2.1 No evaporative cooler shall be installed so as to obstruct any required means of egress nor reduce passage of required light and air.

M1413.2.2 Evaporative cooler installations that extend beyond the exterior line of a structure shall comply with Building Code and Zoning Regulations as to allowable projection and overhead clearance. Evaporative cooler structures which project more than eighteen inches (18") into a traveled right-of-way shall maintain a minimum clearance of fourteen feet (14') above grade.

M1413.3 Materials of Construction. M1413.3.1 All evaporative cooler blowers and cabinets, including pan, corner posts, top and pad frames, shall be constructed of non-combustible materials or approved plastics as defined below. Evaporative pads and interior water circulatory systems need not be of non-combustible materials.

M1413.3.2 Approved Plastics. Approved plastic or reinforced plastic materials shall be those which are classified 94-5V in accordance with Underwriters Laboratory Test 94-5V "Vertical Burning Test for Classifying Materials".

M1413.3.3 Evidence of Compliance. Evidence of compliance with the requirements of Section M1413.3.1 to 1413.3.2 shall accompany all equipment installed within the City of El Paso.

M1413.4. Electrical Connections. Electrical components and installations shall conform to the El Paso Electrical Code. The blower motor and water recirculation pump shall be internally protected to shut-off automatically in the event of an electrical overload or excessive temperature. The maximum shut-off temperature shall be: (1) blower motor, 105°C; and (2) pump, 135°C.

M1413.5 Plumbing Connections. Water connections and materials shall conform to the El Paso Plumbing Code.

M1413.6 Structural Supports. Evaporative cooler fastenings, including mounts, platforms and frames, shall be of non-combustible material and shall be of sufficient size and strength to meet the requirements of the International Building Code.

M1413.7 Water Supply.

M1413.7.1 Bleeder Lines Prohibited. New and replacement evaporative coolers shall not be provided or installed with bleeder lines.

M1413.7.2 Automatic water draining System Required. An automatic water draining system shall be provided for all evaporative coolers for which the cooler manufacturer requires the use of a bleeder line. The automatic water draining system shall operate on a periodic basis of not less than a 4-hour interval between operation times and shall be capable of fully draining the water from the cooler pan. The automatic draining system shall either discharge into the building drainage system through an indirect waste piping system complying with Section 802 of the Plumbing Code or shall be conducted to the exterior of the building or structure, and shall be discharged so that the effluent is used for watering landscaping or other outdoor vegetation. In no event shall drainage from coolers be wasted into or upon the public way.

18.10.155 Section M1601.1 (~~8~~9), added.

Flexible air ducts in residential installations are limited to 10 feet in length unless an engineered design is provided.

18.10.160 Section G2404.1.2 Manufactured homes, added.

International Residential Code, ~~2015 Edition~~2021 Edition, Section G2404.1.2, Manufactured Homes, is hereby added to read as follows:

G2404.1.2 Manufactured Homes. Appliance installations in manufactured housing meeting the requirements of the Texas Manufactured Housing Standards Act, or in industrialized housing or industrialized buildings meeting the requirements of the Texas Industrialized Housing and Building Act or bearing the Federal Compliance Plate (ANSI-A119.1), including the appliance connections and the fuel gas piping system, shall not be subject to the provisions of this Code except for the test provisions of Sections G2417.4.1 and G2417.4.2.

18.10.170 Section G2412.2 (401.2) Liquefied petroleum gas storage, amended.

International Residential Code, ~~2015 Edition~~2021 Edition, Section G2412.2, Liquefied petroleum gas storage, is hereby amended to read as follows:

G2412.2 Liquefied Petroleum Gas.

G2412.2.1 Liquefied Petroleum Gas Storage. The storage system for liquefied petroleum gas shall be designed~~,~~ and ~~-~~installed ~~and an operational permit obtained~~ in accordance with the Fire Code.

G2412.2.2 Liquefied Petroleum Gas Service. Liquefied Petroleum Gas systems shall not be installed in Group R1, R2, R3 and R4 occupancies when a natural gas utility supply pipe is available within 300 feet of the buildings.

18.10.180 Section G2412.~~9~~ 11 Meter location, added.

International Residential Code, ~~2015 Edition~~2021 Edition, Section G2412.~~9~~11, Meter Location, is hereby added to read as follows:

G2412.~~9~~ 11 Meter Location. A meter location, when required, shall be provided for the property or premises to be served. The location shall be such that the meter and connections are accessible in order that they may be read or changed. Space requirements, dimensions, and type of installation shall be acceptable to the gas company. Meter location will be determined by the utility company in conformance with their service franchise.

18.10.190 Section G2415.3.1 Prohibited locations, added.

International Residential Code, ~~2009 2015 Edition~~2021 Edition, Section G2415.3, Piping in concealed locations, is hereby amended to read as follows:

G2415.3 Piping in Concealed Locations. Portions of a piping system installed in concealed locations shall not have unions, tubing fittings, bushings, compression couplings and swing joints made by combinations of fittings.

Exceptions:

1. Tubing joined by brazing.
2. Fittings listed for use in concealed locations.

18.10.200 Section G2417.4 (406.4) Test pressure measurement, amended.

International Residential Code, ~~2015 Edition~~2021 Edition, Section G2417.4 Test Pressure Measurement, is hereby amended to read as follows:

G2417.4 Test Pressure Measurement. Test pressure shall be measured with a manometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made. Mechanical gauges used to measure test pressures shall have a range such that the highest end of the scale is not greater than two (2) times the test pressure. Tests requiring a pressure of 10 psi or less shall utilize a testing gauge having increments of 0.20 psi or less. Tests requiring a pressure greater than 10 psi but less than or equal to 60 psi shall utilize a testing gauge having increments of 1 psi or less.

G2417.4.1 Test Pressure. Low pressure gas piping shall withstand a pressure of at least 10 psi or 16 inches of mercury. Higher pressure gas piping shall withstand a pressure of at least 60 psi on a clock gauge with a printed record chart. For the purposes of this section, "low pressure" shall mean pressure equal to or less than 0.5 psi.

G2417.4.2 Test duration. Test duration shall be not less than 15 minutes for low pressure gas piping and not less than 4 hours for higher pressure gas piping.

18.10.210 Section P2501.2 Application, amended.

International Residential Code, ~~2015 Edition~~2021 Edition, Section P2501.2 Application, is hereby amended to read as follows:

P2501.2 Application. In addition to the general administrative requirements of Chapter 18.02, Building and Construction Administrative Code of the El Paso City Code, the

provisions of this Chapter shall also apply to the plumbing requirements of Chapters 25 through 32.

18.10.220 Section P2602.1 General, amended.

International Residential Code, ~~2015 Edition~~2021 Edition, Section P2602.1, General, is hereby amended to read as follows:

P2602.1 General. The water distribution and drainage system of any building or premises where plumbing fixtures are installed shall be connected to a public water supply and to a public sewer system.

Exception:

1. Bathtubs, showers, lavatories, clothes washers and laundry sinks shall not be required to discharge to the sanitary drainage system where such fixtures discharge to an approved gray water recycling system. Evaporative coolers automatic water draining systems may discharge to an approved gray water recycling system.
2. When a public sewer is not available within 300 feet of the building for use, an individual or private sewage disposal system may be utilized provided that such system is designed, installed and maintained in accordance with the requirements of Chapter 18.21 of the Municipal Code.

18.10.230 Section P2603.5.2 Protection of Water Service Entrance, added.

International Residential Code, 2021 Edition, Section P2903.1.1 Protection of Water Service Entrance, is hereby added to read as follows:

P2603.5.2 Protection of Water Service Entrance. Water service entrance and risers to all structures shall be on the heated side of a conditioned space.

18.10.240 Section P2603.5.3Plumbing within exterior walls, added.

International Residential Code, 2021 Edition, Section 2903.1.2 Plumbing within exterior walls, is hereby added to read as follows:

P2603.5.3 Plumbing within exterior walls. Placement of plumbing within exterior walls is prohibited unless the walls are at minimum, 2 by 6 walls and adequate provision is made to protect such pipes from freezing in accordance with Section 305.6 of the International Plumbing Code. Placement of water lines in ceiling areas is prohibited unless the water lines are placed on the warm side with a minimum of 10 inch insulation on the exterior/roof side of the structure.

Exceptions:

a. A service entrance may enter a non-conditioned space provided that the riser/service entrance is within an approved, heated valve protective enclosure also known as a "hot box", or

b. Cross linked polyethylene, also known as PEX, or approved equal, is used as the service entrance material, and

c. Any hose bibs installed shall be freeze proof.

18.10.2~~50~~30 Section P2709.2 Lining required, amended.

International Residential Code, ~~2015 Edition~~2021 Edition, Section P2~~6~~709.2, Lining required, is hereby amended to read as follows:

P2709.2 Lining Required. All shower receptors shall be provided with an approved lining, except as noted herein. The adjoining walls and floors, enclosing field-constructed shower receptors shall be lined with copper or other approved materials listed in this Code, extending not less than three (3) inches beyond or around the rough jambs and not less than three (3) inches above finished thresholds. Recessed shower compartments need not be lined, provided the compartment is formed of concrete, is recessed a minimum of four (4) inches below the adjacent floor level, and the concrete is not less than three and one-half (3½) inches thick with an ultimate compressive strength of not less than two thousand (2000) pounds per square inch.

18.10.2~~60~~40 Section P2709.2.3 Hot-mopping, deleted.

International Residential Code, ~~2015 Edition~~2021 Edition, Section P2709.2.3, Hot-Mopping, is hereby deleted in its entirety.

18.10.2~~70~~50 Reserved.

18.10.2~~80~~60 Reserved

~~**18.10.265 Section P2903.1.1 Protection of Water Service Entrance, added.**~~

~~International Residential Code, 2015 Edition~~2021 Edition~~, Section P2903.1.1 Protection of Water Service Entrance, is hereby added to read as follows:~~

~~**P2903.1.1 Protection of Water Service Entrance.** Water service entrance and risers to all structures shall be on the heated side of a conditioned space.~~

~~(Ord. No. 18510 , § 1, 5-31-2016)~~

~~**18.10.266 Section 2903.1.2 Plumbing within exterior walls, added.**~~

~~International Residential Code, 2015 Edition~~2021 Edition~~, Section 2903.1.2 Plumbing within exterior walls, is hereby added to read as follows:~~

~~**2903.1.2 Plumbing within exterior walls.** Placement of plumbing within exterior walls is prohibited unless the walls are at minimum, 2 by 6 walls and adequate provision is made to protect such pipes from freezing in accordance with Section 305.6 of the International Plumbing Code. Placement of water lines in ceiling areas is prohibited unless the water lines are placed on the warm side with a minimum of 10 inch insulation on the exterior/roof side of the structure.~~

~~**Exceptions:**~~

~~a. A service entrance may enter a non-conditioned space provided that the riser/service entrance is within an approved, heated valve protective enclosure also known as a "hot box", or~~

~~b. Cross linked polyethylene, also known as PEX, or approved equal, is used as the service entrance material, and~~

~~c. Any hose bibs installed shall be freeze proof.~~

~~(Ord. No. 18510 , § 1, 5-31-2016)~~

18.10.2807~~0~~ Section P2903.3.~~2~~3 Accessibility, added.

International Residential Code, ~~2015 Edition~~2021 Edition, Section P2903.3.~~2~~3, Accessibility, is hereby added to read as follows:

2903.3.2 Accessibility. Installation shall be such as to make the regulator accessible without excavating or removing permanent structural or finished portions of the structure.

18.10.2~~80~~90 Section P2903.12 Under concrete slabs, added.

International Residential Code, ~~2015 Edition~~2021 Edition Section P~~2905.19~~2903.12, Under Concrete Slabs, is hereby added to read as follows:

P~~2905.19~~2903.12 Under Concrete Slabs. Inaccessible water distribution piping under slabs shall be copper water tube minimum Type L, brass, ductile iron pressure pipe, chlorinated polyvinyl chloride (CPVC) or crosslinked polyethylene (PEX) plastic pipe or tubing—all to be installed with approved fittings or bends. The minimum pressure rating for plastic pipe or tubing installed under slabs shall be 100 psi at 180°F.

18.10.~~290~~300 Reserved

18.10.30~~1~~0 Section P300~~5~~5.2.3 Building drain and building sewer junction, amended.

International Residential Code, ~~2015 Edition~~2021 Edition, Section P3005.2.~~7~~3, Building Drain and Building Sewer Junction, is hereby amended to read as follows:

P3005.2.~~7~~3 Building Drain and Building Sewer Junction. There shall be a cleanout within 10 feet of the junction of the building drain and the building sewer. The cleanout shall be outside the building and shall be brought up to the finished ground level. An approved two-way cleanout is allowed to be used at this location to serve as a required cleanout for both the building drain and building sewer.

18.10.310 Part VIII Electrical, deleted.

International Residential Code, ~~2015 Edition~~2021 Edition, Part VIII—Electrical, is hereby deleted in its entirety and the following shall substitute in its stead:

Chapter 18.16 Adopted. The provisions of Chapter 18.16, City of El Paso Electrical Code, shall regulate the installation of electrical systems, equipment and components, indoors and

outdoors that are within the scope of this Code, including services, power distribution systems, fixtures, appliances, devices and appurtenances.

18.10.311 Appendix AA, Sizing and Capacities of Gas Piping.

International Residential Code, ~~2015 Edition~~2021 Edition Appendix AA, Sizing and Capacities of Gas Piping is hereby adopted in its entirety.

18.10.312 Appendix AB, Sizing of Venting Serving Appliances Equip with Draft Hoods, Category I Appliances, and Appliances listed for Use with Type B Vents.

International Residential Code, ~~2015 Edition~~2021 Edition Appendix AB, Sizing of venting Serving Appliances Equip with Draft Hoods, Category I Appliances, and Appliances for Use with Type B Hoods, is hereby adopted in its entirety.

18.10.313 Appendix AC, Exit Terminals of Mechanical Draft and Direct-Vent Venting Systems.

International Residential Code, ~~2015 Edition~~2021 Edition Appendix AC, Exit terminals of Mechanical Draft and Direct-Vent Venting Systems, is hereby adopted in its entirety.

18.10.320 Appendix AE, Manufactured Housing Used as Dwellings, adopted.

International Residential Code, ~~2009~~2021 Edition, Appendix AE, Manufactured Housing Used as Dwellings is hereby adopted in its entirety.

18.10.321 Appendix AG, Piping Standards for Various Applications.

International Residential Code, ~~2015 Edition~~2021 Edition Appendix AG, Piping Standards for Various Applications, is hereby adopted in its entirety.

18.10.330 Section AE101.1 General, amended.

International Residential Code, ~~2015 Edition~~2021 Edition, Section AE101.1 General, is hereby amended to read as follows:

Section AE101 General. These provisions shall be applicable only to a manufactured home used as a single-dwelling unit and shall apply to the following:

1. Construction, alteration and repair of any foundation system which is necessary to provide for the installation of a manufactured home unit.
2. Construction, installation, addition, alteration, repair or maintenance of the building service equipment which is necessary for connecting manufactured homes to water, fuel or power supplies and sewage systems.
3. Alterations, additions or repairs to existing manufactured homes. The construction, alteration, moving, demolition, repair and use of accessory buildings and structures and their building service equipment shall comply with the requirements of the Municipal Code.

These provisions shall not be applicable to the design and construction of manufactured homes nor shall they be deemed to authorize either modifications or additions to manufactured homes where otherwise prohibited.

18.10.340 Reserved.

18.10.350 Appendix AH, Patio Covers, adopted.

International Residential Code, ~~2009~~2021 Edition, Appendix AH, Patio Covers, is hereby adopted in its entirety.

18.10.360 Appendix AK, Sound Transmission, adopted.

International Residential Code, ~~2009~~2021 Edition, Appendix AK, Sound Transmission, is hereby adopted in its entirety.

18.10.361 Appendix AM, Home Day Care—R-3 Occupancy.

International Residential Code, ~~2015 Edition~~2021 Edition Appendix AM, Home Day Care—R-3 Occupancy, is hereby adopted in its entirety.

18.10.362 Appendix AN, Venting Methods.

International R~~r~~esidential Code, ~~2015 Edition~~2021 Edition Appendix AN, Venting methods, is hereby adopted in its entirety.

18.10.363 Appendix AP, Sizing of Water Piping Systems.

International Residential Code, ~~2015 Edition~~2021 Edition Appendix AP, Venting methods, is hereby adopted in its entirety.

18.10.364 Appendix AQ, Tiny Houses.

International Residential Code, ~~2015 Edition~~2021 Edition Appendix AQ, Tiny Houses, is hereby adopted in its entirety.

18.10.365 Appendix AR, Light Straw Construction.

International ~~r~~Residential Code, ~~2015 Edition~~2021 Edition Appendix R, Light Straw Construction, is hereby adopted in its entirety.

18.10.366 Appendix AS, Strawbale Construction.

International R~~r~~esidential Code, ~~2015 Edition~~2021 Edition Appendix AS, Strawbale Construction, is hereby adopted in its entirety.

18.10.367 Appendix U, Solar ready Provisions—Detached One & Two Family Dwellings, Multiple Single Family Dwellings (Townhouses)

International Residential Code, ~~2015 Edition~~2021 Edition Appendix U, Solar-Ready Provisions, Detached One and Two Family Dwellings, Multiple Family Dwellings (Townhouses), is hereby adopted in its entirety.

18.10.370 Reserved.

18.10.380 Appendices.

International Residential Code, ~~2015 Edition~~2021 Edition, Appendices unless specifically adopted or referenced are retained as administrative guidance aids.

18.10.390 Conflicting ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this chapter are hereby repealed as follows: Ordinance No. 014729 dated 12/12/2000, Ordinance No. 15967 dated 12-14-2004 and Ordinance No. 18510 dated 5-31-2016.

18.10.400 Violations and Penalties.

Any person, firm, corporation or agent who shall violate a provision of this Code or of the technical codes, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish or move any structure, electrical, gas, mechanical or plumbing system, or has erected, constructed, altered, repaired, moved or demolished a building, structure, electrical, gas, mechanical or plumbing system; in violation of a detailed statement or drawing submitted and permitted thereunder, shall be deemed guilty of a misdemeanor and punished by a fine not to exceed two thousand dollars. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this Code or of the technical codes is committed or continued.

SECTION 2. That except as herein amended Title 18 (Building and Construction), Chapter 18.10 (Residential Code) of the El Paso City Code shall remain in full force and effect.

Chapter 18.12 MECHANICAL CODE

18.12.010 Short title.

This chapter may be cited as the "Mechanical Code."

18.12.020 Adoption.

The book entitled "International Mechanical Code," ~~2015~~ 2021 Edition, a copy of which authenticated by the City Clerk is on file in the City Clerk's Office, is adopted as the Mechanical

Code of the City, as fully as if copied at length in this chapter, but with the changes set forth in this chapter and Chapter 18.02, the Building and Administrative Code of the City of El Paso.

18.12.025 Reserved~~Adopted as is~~

18.12.030 Section 309.1 Space-heating systems, amended.

International Mechanical Code, ~~2015~~ 2021 Edition, Section 309.1 Space-heating systems, is hereby amended to read as follows:

309.1 Space-heating and cooling systems. Interior spaces intended for human occupancy shall be provided with active or passive space-heating and cooling systems capable of maintaining an indoor temperature between 68°F (20°C) and 90°F at a point 3 feet above the floor in all habitable spaces. The installation of portable space heaters shall not be used to achieve compliance with this section.

Exceptions:

1. Interior spaces where the primary purpose is not associated with human comfort.
2. Group F, H, S and U occupancies

18.12.040 Section 507.2.6 Clearance for Type I hood, amended.

International Mechanical Code, ~~2015~~ 2021 Edition, Section 507.2.6 Clearances for Standard Type I and Type I labeled for zero clearance hoods is hereby amended to read as follows:

507.2.6 Clearances for Standard Type I and Type I labeled for zero clearance hoods. All Type I hoods shall be installed with a clearance to combustibles of not less than 18 inches (457 mm).

Exception: Clearance shall not be required from ⅝-inch or thicker Type X gypsum wallboard, ½-inch or thicker (12.7 mm) Type C gypsum wallboard or ½-inch (12.7 mm) or thicker cementitious wallboard attached to noncombustible structures provided that a smooth, cleanable, nonabsorbent and noncombustible material is installed between the hood and the gypsum or cementitious wallboard over an area extending not less than 18 inches (457 mm) beside and above the hood and shall extend to the floor below the hood. There shall be no combustible structure below the hood or within 18-inches in any direction, below the hood. Reduced clearances shown on hood tags are not approved.

18.12.040.1 Section 508.1.1 Makeup air temperature, amended.

International Mechanical Code, ~~2015~~ 2021 Edition, Section 508.1.1 Makeup air temperature, is hereby amended to read as follows:

508.1.1 Makeup air temperature. The temperature difference between makeup air and the air in the conditioned space shall not exceed 10°F (6°C) for heating and 15° for cooling except where the added heating and cooling loads or the makeup air do not exceed the capacity of the HVAC system.

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18.12.050 Section 510.4 Independent system, Exception ~~8~~9, added.

International Mechanical Code, ~~2015~~ 2021 Edition, Section 510.4 Independent system, is hereby amended to add Exception ~~8~~9 at the end of the section, to read as follows:

510.4 Independent system.

Exception:

9. Contaminated air shall not be recirculated. Air containing explosive or flammable vapors, fumes or dusts; flammable, highly toxic or toxic gases; or radioactive materials shall be considered to be contaminated.

18.12.060 Section 603.6.1.1 Duct length, amended.

International Mechanical Code, ~~2015~~ 2021 Edition, Section 603.6.1.1 Duct length, is hereby amended to read as follows:

603.6.1.1 Duct length. In commercial Installations Flexible air ducts and connectors shall be limited to ten (10) feet in maximum length.

603.6.1.2 Duct length. In residential Installations flexible duct, if engineered design, the length will be unlimited.

18.12.070 Section 908.6, Drainage, amended.

International Mechanical Code, ~~2015~~ 2021 Edition, Section 908.6, Drainage, is hereby amended to read as follows:

908.6 Drainage. Water from such units shall be discharged into an approved disposal system in accordance with the Plumbing Code. All water supply, waste water and connections shall comply with the requirements of the International Plumbing Code.

908.6.1 All new installations or replacements of water-cooled refrigeration systems 3 H.P. or greater, governed by this Code or the International Plumbing Code, shall be provided with an effective recirculation system.

908.6.2 If an automatic waste system is provided for draining or flushing the system, it shall conform with Chapter 8 of the International Plumbing Code, as amended, and shall be piped to an approved receptacle unless other disposition is authorized by the building official. In no event shall drainage be wasted into or upon the public way.

18.12.080 Section 928, Evaporative cooling, amended.

International Mechanical Code, ~~2015~~ 2021 Edition, Section 928 Evaporative Cooling, is hereby amended to read as follows:

928.1 General. Every evaporative cooler installed system shall comply with these provisions.

928.2.1. No evaporative cooler shall be installed so as to obstruct any required means of egress nor reduce passage of required light and air.

928.2.2. Evaporative cooler installations which extend beyond the exterior line of a structure shall comply with Building Code and Zoning Regulations as to allowable projection and overhead clearance. Evaporative cooler structures which project more than eighteen inches (18") from a building shall maintain a minimum clearance of fourteen feet (14') above areas subject to vehicle traffic.

928.3 Materials of Construction.

928.3.1. All evaporative cooler blowers and cabinets, including pan, corner posts, top and pad frames, shall be constructed of non-combustible materials or approved plastics as defined below. Evaporative pads and interior water circulatory systems need not be of non-combustible materials.

928.3.2 Approved Plastics. Approved plastic or reinforced plastic materials shall be those which are classified as 94-5V in accordance with Underwriters Laboratory Test 94-5V "Vertical Burning Test for Classifying Materials".

928.3.3 Evidence of Compliance. Evidence of compliance with the requirements of Section 926.3.1 to 311.3.2 shall accompany all equipment installed within the City of El Paso.

928.4 Electrical Connections. Electrical components and installations shall conform to the El Paso Electrical Code. The blower motor and water recirculation pump shall be internally protected to shut-off automatically in the event of an electrical overload or excessive temperature. The maximum shut-off temperature shall be: (1) blower motor, 105°C; and (2) pump, 135°C.

928.5 Plumbing Connections. Water connections and materials shall conform to the El Paso Plumbing Code.

928.6 Structural Supports. Evaporative cooler fastenings, including mounts, platforms and frames, shall be of non-combustible material and shall be of sufficient size and strength to meet the requirements of the International Building Code.

928.7 Water Supply.

928.7.1 Bleeder Lines Prohibited. New and replacement evaporative coolers shall not be provided or installed with bleeder lines.

928.7.2 Automatic water draining System Required. An automatic water draining system shall be provided for all evaporative coolers for which the cooler manufacturer requires the use of a bleeder line. The automatic water draining system shall operate on a periodic basis of not less than a 4-hour interval between operation times and shall be capable of fully draining the water from the cooler pan. The automatic draining system shall either discharge into the building drainage system through an indirect waste piping system complying with Section 802 of the International Plumbing Code, as amended, or shall be conducted to the exterior of the building or structure, and shall be discharged so that the effluent is used for

watering landscaping or other outdoor vegetation. In no event shall drainage from coolers be wasted into or upon the public right-of-way.

18.12.090 Appendix A is adopted in its entirety.

International Mechanical Code, ~~2015~~ 2021 Edition, Appendix A, is adopted.

18.12.100 Conflicting ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this chapter are hereby repealed as follows: Ordinance No. 014732 dated 12-12-2000 and Ordinance No. 15965 dated 12-14-2004.

SECTION 2. That except as herein amended, Title 18 (Building and Construction), Chapter 18.12 (Mechanical Code) of the El Paso City Code shall remain in full force and effect.

Chapter 18.16 ELECTRICAL CODE

18.16.010 Short title.

This chapter may be cited as the "Electrical Code".

18.16.020 Adoption.

The book entitled "NFPA 70 National Electrical Code," 2020 Edition, a copy of which authenticated by the City Clerk is on file in the City Clerk's Office is adopted as the Electrical Code of the City, as fully as if copied at length in this chapter, but with the changes set forth in this chapter and Chapter 18.02, the Building and Administrative Code of the City of El Paso.

18.16.030 Article 80 Evaporative Coolers, added.

NFPA 70 National Electrical Code, 2020 Edition, Article 80 Evaporative Coolers, is hereby added to read as follows:

80.1 Evaporative Coolers. Evaporative cooler shall have their controls mounted in a metal box. Conductors -to the equipment.

80.2 Controls and Operating Mechanisms. In areas required by the Building Code to be accessible to persons with disabilities, the highest operable part of controls, receptacles and other operable equipment shall be placed within at least of one of the reach ranges specified in this section. Electrical and communications receptacles on walls shall be mounted no less than 15 in (380 mm) above the floor to the bottom of the box.

80.3 Forward Reach. If the clear floor space allows only forward approach to an object, the highest operable part of controls, receptacles and other operable equipment shall be placed not more than 48 in (1220 mm) above finished floor to the top of the box.

80.4 Side Reach. If the clear floor space allows only parallel approach to an object, the highest operable part of controls, receptacles and other operable equipment shall be placed not more than 54 in (1370 mm) above finished floor to the top of the box.

18.16.040 Section 210.70 Lighting Outlets Required (A)(2)(b), amended.

NFPA 70 National Electrical Code, 2020 Edition, Section 210.70 Lighting Outlets Required, (A) Dwelling Units, (2) Additional Locations, (b) is hereby amended to read as follows:

210.70 Lighting Outlets Required, (A) Dwelling Units, (2) Additional Locations (b). For dwelling units, attached garages, and detached garages with electric power, at least one wall switch-controlled lighting outlet shall be installed to provide illumination on the exterior side of outdoor entrances or exits with grade level access. A vehicle door in a garage shall be considered as an outdoor entrance or exit.

18.16.050 Section 210.70 Lighting Outlets Required (A)(3), added.

NFPA 70 National Electrical Code, 2020 Edition, Section 210.70 Lighting Outlets Required, (A) Dwelling Units, (3) Storage or Equipment Spaces, is hereby amended by adding the following sentence at the end of the paragraph:

210.70 Lighting Outlets Required (A) Dwelling Units (3) Storage or Equipment Spaces. Add: An attic shall be considered storage area if it has either a decked area or permanent access ladder.

18.16.060 Section 210.71 Additional Outlets, added.

NFPA 70 National Electrical Code, 2020 Edition, Section 210.70C Additional Outlets, is hereby added to read as follows:

210.70C Additional Outlets. The following receptacle outlets shall be installed, in addition to those required by National Electrical Code, 2020 Edition, Sections 210-50 through 210-70:

(1) On wall areas over work benches, behind bars, serving counters, or other wall spaces where electrical signs or appliances may be used or installed, not less than one (1) receptacle outlet shall be installed for every six (6) feet or major fraction thereof (i.e., the second receptacle outlet shall be located a maximum of (nine) 9 feet from the beginning of the work bench, serving counter or wall space) from the edge measured horizontally along such wall parallel to the floor or ceiling.

(2) In lounges, taverns, bars or other establishments where electrical signs, appliances or similar devices may be placed on or attached to the ceiling, sufficient receptacle outlets shall be installed on the ceilings so that no point on such ceiling is more than twelve (12) feet from a receptacle outlet.

(3) In "mini-warehouse" units or similar storage occupancies designed to be leased or rented individually the following minimum requirements for lights and receptacles shall be provided:

Exterior lighting providing a minimum 2.0 foot-candle illumination at the ground level at the center of the entry door of each unit.

~~18.16.070 Section 215.13 Wiring Methods for Feeders 600 Volts or Less, added.~~

~~NFPA 70 National Electrical Code, 2020 Edition, Section 215.13 Wiring Methods for Feeders 600 Volts or Less, is hereby added to read as follows:~~

~~215.13 Wiring Methods for Feeders 600 Volts or Less.~~

~~(a) All occupancies: Feeder conductors shall be installed in accordance with the applicable requirements of this Code covering the type of wiring method used and shall be limited to the following methods:~~

~~(1) Rigid metal conduit~~

~~(2) Intermediate metal conduit~~

~~(3) Electrical metallic tubing~~

~~(4) Busways~~

~~(5) Metal wireways~~

~~(6) Rigid non-metallic conduit~~

~~(7) Mineral insulated, metal sheathed cable~~

~~(8) Surface metal raceways~~

~~(9) Cellular metal raceways~~

~~(10) Cable bus~~

~~(11) Flexible metal conduit only where one of the other methods cannot be reasonably installed and only if equipped with the appropriate size equipment ground conductor~~

~~(12) Electrical non-metallic tubing~~

~~(13) Metal clad cable~~

~~(14) Armored cable~~

~~(b) All one-family, two-family or multi-family occupancies:~~

~~(1) All of the wiring methods listed in subparagraph (a) above~~

~~(2) Underground feeder and branch circuit cable~~

~~(3) Service entrance cable~~

~~(4) Non-metallic sheathed cable~~

18.16.080 Reserved.

18.16.090 Section 230.28 Service Masts as Supports, amended.

NFPA 70 National Electrical Code, 2020 Edition, Section 230.28, Service Masts as Supports, is hereby amended to read as follows:

230.28. Service Masts as Supports.

(a) Where a service mast is used for the support of service-drop conductors, it shall be of rigid metal conduit or intermediate metal conduit supported and anchored to safely withstand the strain imposed by the service drop. All mast fittings shall be identified for use with service masts. Only power service-drop conductors shall be permitted to be attached to a service mast.

(b) All other service masts shall be of rigid metal conduit, intermediate metal conduit, or electrical metallic tubing.

~~(c) Service masts shall not extend above the roof more than three (3) feet for dwelling occupancies, nor more than five (5) feet for other occupancies without the prior approval of the building official.~~

~~**18.16.100 Section 230.43 Wiring Methods for 1,000 Volts, Nominal, or Less, amended.**~~

~~NFPA 70 National Electrical Code, 2008 Edition, Section 230.43 Wiring Methods for 600 Volts, Nominal, or Less, is hereby amended to read as follows:~~

~~**230.43 Wiring Methods for 1000 Volts, Nominal, or Less.** Service entrance conductors shall be installed in accordance with the applicable requirements of this Code covering the wiring method used and shall be limited to the following wiring methods:~~

~~(a) Rigid metal conduit~~

~~(b) Intermediate metal conduit~~

~~(c) Electrical metallic tubing~~

~~(d) Busways~~

~~(e) Metal wireways~~

~~(f) Metal auxiliary gutters~~

~~(g) Non-metallic rigid conduit for laterals only~~

~~(h) Flexible metal conduit not over 6 feet (1.83 m) long or liquid tight flexible metal conduit not over 6 feet (1.83 m) long between raceways, or between raceway and service equipment, with equipment bonding jumper routed with the flexible metal conduit or the liquid tight flexible metal conduit according to the provisions of Section 250-102(a), (b), (c) and (e)~~

~~(i) Liquid tight flexible nonmetallic conduit.~~

~~(j) Mineral-insulated, metal-sheathed cable.~~

18.16.110 Section 230.70 General, (A)(1), amended.

NFPA 70 National Electrical Code, 2020 Edition, Section 230.70 General, (A) Location, (1) Readily Accessible Location, is hereby amended to read as follows:

230.70 General. (A) Location, (1) Readily Accessible Location.

(1) Readily Accessible Location.

(a) Services rated 800 amps or less. A load-break rated meter disconnect shall be installed on the exterior of the building or structure adjacent to and not more than five (5) feet from the meter. The service disconnecting means is allowed to meet this requirement if installed in compliance with this proximity requirement and the requirements of the NEC. If the service disconnecting means is located more than five feet from the meter, a separate and additional load-break rated meter disconnect that meets this proximity requirement is required on the supply (line) side of the service disconnecting means.

(b) Services rated over 800 amps. The service disconnecting means shall be located not more than five (5) feet, measured vertically and horizontally, from the point where the service conductors enter the building or structure.

18.16.120 Section 230.70.1 "Six Hand Movement", added.

NFPA 70 National Electrical Code, 2020 Edition, Section 230.70.1, "Six Hand Movement", is hereby added to read as follows:

230.70.1 "Six Hand Movement".

"Six Hand Movement" rule will apply to switches or circuit breakers used to disconnect feeders only. A "main" switch or circuit breaker will be required ahead of any branch circuit overcurrent protection.

~~**18.16.130 Section 250.8 Connection of Grounding and Bonding Equipment, paragraph (A)(6), deleted.**~~

~~NFPA 70 National Electrical Code, 2008 Edition, Section 250.8 Connection of Grounding and Bonding Equipment, paragraph (A)(6) is hereby deleted in its entirety.~~

~~**18.16.140 Section 250.8 Connection of Grounding and Bonding Equipment, (B) Methods Not Permitted, amended.**~~

~~NFPA 70 National Electrical Code, 2020 Edition, Section 250.8 Connection of Grounding and Bonding Equipment, (B) Methods Not Permitted, is hereby amended to read as follows:~~

~~**250.8 Connection of Grounding and Bonding Equipment,** (B) Methods Not Permitted. (1) Connection devices or fittings that depend solely on solder shall not be used. (2) Sheet metal screws shall not be used to connect grounding conductors or connection devices to enclosures.~~

~~**18.16.150 Section 310.2 Conductors, (B) Conductor Material, amended.**~~

~~NFPA 70 National Electrical Code, 2020 Edition, Section 310.2 Conductors, (B) Conductor Material, is hereby amended to read as follows:~~

~~**310.2 Conductors, (B) Conductor Material.** Conductors in this article shall be of aluminum, copper clad aluminum or copper unless otherwise specified.~~

Aluminum or copper-clad aluminum conductors shall not be smaller than No. 2 AWG, except a ground conductor which is part of an approved cable assembly shall be not smaller than No. 6 AWG. Aluminum or copper clad conductors shall be used in the connection of stationary or fastened in place equipment. Such branch circuits shall be installed using metal clad cable or other metal raceway. Such conductors shall also be permitted for the connection of accessory structures via overhead cable granted the ampacity of the structure does not exceed the ampacity of the conductor.

18.16.160 Section 334.10 Uses Permitted (1), (2), (3), (4), (5) amended.

NFPA 70 National Electrical Code, 2020 Edition, Section 334.10 Uses Permitted, items (1), (2), (3) and (4) are amended to read as follows:

334.10 Uses Permitted. Type NM, Type NMC, and Type NMS cables shall be permitted to be used in the following:

(1) One- and two-family dwellings.

(2) Multifamily dwellings.

18.16.165 Securing and Supporting Non-Metallic Sheath Cable, added.

NFPA 70 National Electrical Code, 2020 Edition, Section 334.30 Securing and Supporting non-metallic sheathed cable shall be supported and secured by insulated staples, cable ties, straps, hangers, or similar fittings designed and installed so as not to damage the cable, at intervals not exceeding 4.5 feet (1.4 mm) and within 12 inches (300 mm) of every outlet box, cabinet, or fitting. Flat cables shall not be stapled on edge. Sections of cable protected from physical damage by raceway shall not be required to be secured within the raceway.

18.16.170 Reserved.

18.16.180 Article 382 Nonmetallic Extensions, deleted.

NFPA 70 National Electrical Code, 2020 Edition, Article 382 Nonmetallic Extensions is hereby deleted in its entirety.

18.16.190 Article 394 Concealed Knob-and-Tube Wiring, deleted.

NFPA 70 National Electrical Code, 2020 Edition, Article 394, concealed Knob-and-Tube Wiring, is hereby deleted in its entirety.

18.16.200 Article 398 Open Wiring on Insulators, deleted.

NFPA 70 National Electrical Code, 2020 Edition, Article 398, Open Wiring on Insulators is hereby deleted in its entirety.

~~**18.16.210 Section 404.10 Mounting of Snap Switches, (A) Surface-Type, deleted.**~~

~~**NFPA 70 National Electrical Code, entirety.**~~

~~**18.16.220 Section 406.8 Receptacles in Damp or Wet Locations (F) Plastic Bubble Type, added.**~~

~~NFPA 70 National Electrical Code, 2020 Edition, Section 406.8 Receptacles in Damp or Wet Locations, is hereby amended to add paragraph (F) Plastic Bubble Type, to read as follows:~~

~~**406.8 Receptacles in Damp or Wet Locations.**~~

~~(F) "Plastic Bubble Type" in-use covers are not permitted.~~

18.16.230 Section 406.8 Receptacles in Damp or Wet Locations (G) Air Condition Equipment, added.

NFPA 70 National Electrical Code, 2020 Edition, Section 406.8 Receptacles in Damp or Wet Locations, is hereby amended to add paragraph (G) Air Condition Equipment, to read as follows:

406.8 Receptacles in Damp or Wet Locations.

(G) Air Condition Equipment.

Receptacles used solely for the maintenance of air condition equipment will not be required to have "In Use" type covers.

18.16.240 Section 410.36 Means of Support (B) Suspended Ceilings, amended.

NFPA 70 National Electrical Code, 2020 Edition, Section 410.36 Means of Support, (B) Suspended Ceilings, is hereby amended to delete the last sentence as follows:

410.36 Means of Support, (B) Suspended Ceilings, Luminaires installed in suspended ceilings shall be securely attached to building structure from above at appropriate levels.

18.16.250 Section 422.12 Central Heating Equipment, amended.

NFPA 70 National Electrical Code, 2020 Edition, Section 422.12 Central Heating Equipment, is hereby amended to read as follows:

422.12 Central Heating Equipment. Central heating equipment other than fixed electric space-heating equipment shall be supplied by an individual branch circuit.

Exception 1: Auxiliary equipment, such as pump, valve, humidifier, or electrostatic air cleaner directly associated with the heating equipment, shall be permitted to be connected to the same branch circuit.

Exception 2: Evaporative coolers may be supplied by the same individual branch circuit supplying the central heating equipment in residential occupancies only, provided the loads are non-coincidental.

18.16.260 Section 590.4 General (K) Temporary Service Poles, added.

NFPA 70 National Electrical Code, 2020 Edition, Section 590.4 General, is hereby amended to add paragraph (K) Temporary Service Poles, to read as follows:

590.4 General.

(K) Temporary Service Poles.

Temporary service poles shall be a minimum of four (4) inch by four (4) inch treated wood posts, or four (4) inch diameter round treated poles securely imbedded in the earth.

18.16.270 Section 600.10 Portable or Mobile Signs, deleted.

NFPA 70 National Electrical Code, 2020 Edition, Section 600.10 Portable or Mobile Signs, is hereby deleted in its entirety.

18.16.280 Section 600.43 Miscellaneous Provisions, added.

NFPA 70 National Electrical Code, 2020 Edition, Section 600.43 Miscellaneous Provisions, is hereby added to read as follows:

600.43 Miscellaneous Provisions.

(A) Sign circuits shall contain a copper grounding conductor deriving from the circuit's supply source; exterior locations shall terminate in a weatherproof box and cover. Taps in metallic raceways shall not be allowed as the grounding means.

(B) All sign installations shall maintain a clearance from adjacent power lines as follows:

Voltage—Line To Ground	H (ft.) Minimum Horizontal Clearance	V (ft.) Minimum Clearance Measured Either Diagonally or Vertically	V (ft.) Over or Under Catwalks Minimum Clearance Measured Either Diagonally or Vertically
Guy Wires and Neutrals	3	3	10.5
0—750 V Supply Cables Meeting Rule 230C2 and 230C3 NESC, 1997	3.5	3.5	11
0—750 V Open Conductors N.E.S.E. Rule 230C2 and 230C3	5.5	6	11.5
750V—22KV	7.5	8	13.5

Notes to table:

1. Signs should never hang over any adjacent power circuits.
2. Voltages are line to ground on a Y-Circuit with multi-ground neutral or between phases on an underground circuit.

18.16.290 Section 725.41 Class 1 Circuit Classifications and Power Source Requirements (C) Transformers for Class 2 and Class 3 low voltage Circuits, added.

NFPA 70 National Electrical Code, 2020 Edition, Section 725.41 Class 1 Circuit Classifications and Power Source Requirements, is hereby amended to add paragraph (C) Transformers for Class 2 and Class 3 low voltage Circuits, to read as follows:

725.41 Class 1 Circuit Classifications and Power Source Requirements.

(C) Transformers for Class 2 and Class 3 low voltage Circuits.

(1) Transformers for Class 2 and Class 3 low voltage circuits shall be accessible.

(2) Transformers for Class 2 and Class 3 low voltage circuits shall be installed in accordance with their listing.

18.16.300 Errata, adopted.

Errata to the 2020 NEC Code issued by the National Fire Protection Association is hereby adopted and shall become part of this Code.

18.16.310 Conflicting ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this chapter are hereby repealed as follows: Ordinance No. 014308, 12-14-1999 and Ordinance No. 15900, 09-28-2004.

SECTION 2. That except as herein amended, Title 18 (Building and Construction), Chapter 18.16 (Electrical Code) of the El Paso City Code shall remain in full force and effect.

Chapter 18.20 – PLUMBING CODE

18.20.010 Short title.

This chapter may be cited as the "Plumbing Code."

18.20.020 Adoption.

The book entitled "International Plumbing Code," 2021 Edition, a copy of which authenticated by the city clerk is on file in the city clerk's office, is adopted as the Plumbing Code of the city, as fully as if copied at length in this chapter, but with the changes set forth in this chapter and Chapter 18.02, the Building and Administrative Code of the City of El Paso.

18.20.020.1 Reserved.

18.20.030 Section 312.10.3 Backflow Inspection Records, added.

International Plumbing Code, 2021 Edition, Section 312.10.3 Backflow Inspection Records, is hereby added to read as follows:

312.10.3 Backflow Inspection Records. Records of inspections, tests and maintenance of the backflow assemblies shall be kept and made available to the building official upon request and to the El Paso Water Utilities in accordance with the rules and regulations of the public service board. Records shall indicate the procedure performed (inspection, test or maintenance), the organization that performed the work, the results and the date. Records shall be maintained by the owner, tenant or responsible person.

18.20.040 Section 403.3 Required public toilet facilities, exception added.

International Plumbing Code, 2021 Edition, Section 403.3 Required public toilet facilities, is hereby amended to add the following exception at the end of the section:

Exception: Small tenancies and areas located in stand-alone buildings or tenancies. Customers, patrons, visitors and employees need not be provided with public toilet facilities in small tenancies located in stand-alone buildings, structures or facilities when all of the following conditions are met:

1. The gross floor area of the tenancy does not exceed 200 square feet; and

2. The building, or structure is not used for the preparation, storage handling and sale of potentially hazardous food as defined in the Texas Food Establishment Rules of the Texas Department of State Health Services; and

3. Toilet facilities are provided elsewhere on the same site within 200 lineal feet of travel distance from the exempted tenancy; and

4. The site is provided with the minimum number of facilities required by International Plumbing Code, 2015 Edition, Section 403 and Table 403.1, and the owner or tenant in control of the toilet facilities required in condition 3, shall furnish to the building official a written and notarized statement that customers, visitors, patrons and employees of the exempted tenancy will have access to and use of these facilities; and structures used for the preparation, storage, handling and sale of food shall be connected to a water supply and provided with utensil and hand washing facilities as required by Title 9.12 of the City Code.

18.20.050 Section 412.5 Floor drains in mechanical rooms and boiler rooms, added.

International Plumbing Code, 2021 Edition, Section 412.5 Floor drains in mechanical rooms and boiler rooms is hereby added to read as follows:

Mechanical equipment rooms, boiler rooms and all similar equipment rooms shall have an approved floor drain for disposing of accumulation of liquid wastes incident to cleaning or recharging such equipment. Such floor drains shall be equipped with an approved trap priming or trap seal device as required in IPC Section 1002.4.

18.20.060 Section 417.5.3 Shower receptor, added.

International Plumbing Code, 2021 Edition, Section 417.5.3 Shower Receptor, is hereby added to read as follows:

421.5.1.1Shower Receptor. Shower receptors shall have a finished curb, dam or threshold not less than one (1) inch below the sides and back of the receptor. The curb shall be not less than two (2) inches nor more than nine (9) inches in depth when measured from the top of the curb to the top of the drain. The finished floor shall slope uniformly toward the drain not less than one-fourth (¼) inch per foot nor more than one-half (½) inch, and floor drains shall be flanged to provide a watertight joint in the floor.

421.5.2Shower Linings. All shower receptors shall be provided with an approved lining, except as noted herein. The adjoining walls and floors, enclosing field-constructed shower receptors shall be lined with copper or other approved materials listed in this Code, extending not less than three (3) inches beyond or around the rough jambs and not less than three (3) inches above finished thresholds. Recessed shower compartments need not be lined, provided the compartment is formed of concrete, is recessed a minimum of four (4) inches below the adjacent floor level, and the concrete is not less than three and one-half (3½) inches thick with an ultimate compressive strength of not less than two thousand (2000) pounds per square inch.

421.3 Shower Waste Outlet An approved flanged drain shall be installed with shower sub-pans or linings. The flange shall be flush with the sub-base and be equipped with a clamping ring or other device to make a water-tight connection between the lining and the drain. The flange shall have weep holes to ensure constant drainage of water to sanitary drainage system. Shower receptacle waste outlets shall be not less than two (2) inches in diameter and shall have a removable strainer.

18.20.070 Section 604.8.3 Accessibility, added.

International Plumbing Code, 2021 Edition, Section 604.8.3 Accessibility, is hereby added to read as follows:

604.8.3 Accessibility. Installation shall be such as to make the regulator accessible without excavating or removing permanent structural or finished portions of the structure.

18.20.080 Reserved.

18.20.090 Reserved.

18.20.100 Section 605.4 Water Distribution Pipe, amended.

International Plumbing Code, 2021 Edition, Section 605.4 Water distribution pipe, is hereby amended to read as follows:

605.4 Water distribution pipe. Water distribution pipe shall conform to NSF 61 and shall conform to one of the standards listed in Table 605.4 Copper or copper alloy tubing used in

inaccessible water distribution piping under slabs shall be minimum Type L. Any material subject to corrosion shall be protected when used in corrosive soils. All hot water distribution pipe and tubing shall have a minimum pressure rating of 100 psi at 180°F.

18.20.110 Section 608.16.5, Connections to lawn irrigation systems, amended.

International Plumbing Code, 2021 Edition, Section 608.16.5, Connections to lawn irrigation systems, is hereby amended to read as follows:

608.16.5 Connections to lawn irrigation systems. The potable water supply to lawn irrigation systems shall be protected against backflow by a pressure-type vacuum breaker or a reduced pressure principle backflow-preventer. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principle backflow-preventer.

18.20.120 Section 701.2 Sewer required, amended.

International Plumbing Code, 2021 Edition, Section 701.2, Sewer required, is hereby amended to read as follows:

701.2 Sewer required. Every building in which plumbing fixtures are installed and all premises having drainage piping shall be connected to a public sewer.

Exception: When a public sewer is not available within 300 feet of the property, an individual or private sewage disposal system may be utilized provided that such system is designed, installed and maintained in accordance with the requirements of Chapter 18.21 of the City Code.

18.20.130 Reserved.

18.20.140 Reserved.

18.20.150 Reserved.

18.20.160 Section 708.1.3 Building drain and building sewer junction, amended.

International Plumbing Code, 2021 Edition, Section 708.1.3, Building drain and building sewer junction, is hereby amended to read as follows:

708.1.3 Building drain and building sewer junction. There shall be a cleanout near the junction of the building drain and the building sewer. The cleanout shall be outside the building and shall be brought up to the finished ground level within ten (10) feet of the structure. An approved two-way cleanout is allowed as an alternative at this location to serve as a required cleanout for both the building drain and building sewer.

18.20.170 Section 802.1.9 Condensate and Evaporative Cooler Waste, added.

International Plumbing Code, 2021 Edition, Section 802.1.9 Condensate and Evaporative Cooler Waste, is hereby added to read as follows:

802.1.9 Condensate and Evaporative Cooler Waste. Waste from evaporative cooler's automatic water draining systems and condensate from air conditioner units, shall discharge into the building drainage system through an indirect waste line or discharged so that the effluent is used for watering landscaping or other vegetation.

18.20.170.1 Section 903.1.1 amended.

903.1.1 Roof extension. Open vent pipes that extend through a roof shall be terminated not less than 12 inches above the roof.

18.20.180 Section 1003.3.1.1 No water-jacketed grease trap, added.

International Plumbing Code, 2021 Edition, Section 1003.3.1.1 No water-jacketed grease trap, is hereby added to read as follows:

1003.3.1.1 No water-jacketed grease trap. No water-jacketed grease trap or grease interceptor shall be approved or installed.

18.20.190 Table 1003.3.5.1 Capacity of Grease Interceptors, amended.

International Plumbing Code, 2021 Edition, Table 1003.3.5.1 Capacity of Grease Interceptors, is hereby amended to read as follows:

Table 1003.3.5.1
Capacity of Grease Traps

Total Flow-Through Rating (gpm)	Grease-Retention Capacity (pounds)
20 or less	40
25	50
35	70
50	100

18.20.200 Section 1003.5 Sand interceptors in commercial establishments, amended.

International Plumbing Code, 2021 Edition, Section 1003.5 Sand interceptors in commercial establishments, is hereby amended to read as follows:

1003.5 Sand Interceptors in Commercial Establishments. Sand and similar interceptors or traps for heavy solids shall have a water seal of not less than six (6) inches. Traps shall have a minimum of two compartments. Each compartment shall be a minimum of 30 inches by 30 inches with a minimum depth of three (3) feet, covered with a removable grating that will allow the free entrance of waste. Trap walls and bottom shall be of concrete made watertight.

Exception: Sand traps are not required in commercial facilities containing less than 4 washing machines.

1003.5.1. Waste Line shall be a minimum of four (4) inches for uses other than residential swimming pools in which case the waste line may be three (3) inches. Outlet pipe shall leave the trap at a point not less than six (6) inches nor more than twelve (12) inches above

the bottom and must rise vertically outside to the top of the trap where a properly sized cleanout shall be provided and formed by an inverted wye (y) so installed that the point of intersection of the wye (y) branches shall form the seal. Such seal shall be no less than twelve (12) inches in depth.

1003.5.2. Sand Traps installed within thirty (30) feet from a 3 or 4 inch stack shall have a (2) inch vent; sand traps installed over thirty (30) feet from a 3 or 4 inch stack shall have a three (3) inch vent.

18.20.220 Appendix B is adopted in its entirety.

18.20.222 Appendix C is adopted in its entirety.

18.20.224 Appendix D is adopted in its entirety.

18.20.226 Appendix E is adopted in its entirety.

18.20.230 Conflicting ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this chapter are hereby repealed.

18.20.240 Section 603.1.1 Protection of Water Service Entrance, added.

International Plumbing Code, 2021 Edition, Section 603.1.1 Protection of Water Service Entrance is hereby added to read as follows:

603.1.1 Protection of Water Service Entrance. Water service entrance and risers to all structures shall be on the heated side of a conditioned space.

18.20.250 Section 603.1.2 Plumbing within exterior walls, added.

International Plumbing Code, 2021 Edition, Section 603.1.2 Plumbing within exterior walls is hereby added to read as follows:

603.1.2 Plumbing within exterior walls. Placement of plumbing within exterior walls is prohibited unless the walls are at minimum, 2 by 6 walls and adequate provision is made to protect such pipes from freezing in accordance with Section 305.6 of the International Plumbing Code. Placement of water lines in ceiling areas is prohibited unless the water lines are placed on the warm side with a minimum of 10 inch insulation on the exterior/roof side of the structure.

Exceptions:

a. A service entrance may enter a non-conditioned space provided that the riser/service entrance is within an approved, heated valve protective enclosure also known as a "hot box", or

b. Cross linked polyethylene, also known as PEX, or approved equal, is used as the service entrance material, and

c. Any hose bibs installed shall be freeze proof.

18.20.260 Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provision of this chapter are hereby repealed.

SECTION 2. That except as herby amended, Title 18 (Building and Construction), Chapter 18.20 (Plumbing Code) of the El Paso City Code shall remain in full force and effect.

Chapter 18.24 – GAS CODE

18.24.010 Short title.

This chapter may be cited as the "Gas Code."

18.24.020 Adoption.

The book entitled "International Fuel Gas Code," 2021 Edition, a copy of which authenticated by the city clerk is on file in the city clerk's office, is adopted as the Gas Code of the city, as fully as if copied at length in this chapter, but with the changes set forth in this chapter and Chapter 18.02, the Building and Administrative Code of the City of El Paso.

18.24.030 Reserved

18.24.040 Section 311 Accessible and acceptable location, added.

International Fuel Gas Code, 2021 Edition, Section 311 Accessible and Acceptable Location, is hereby added to read as follows:

311 Accessible and Acceptable Location. A meter location, when required, shall be provided for the building or premises to be served. The location shall be such that the meter and connections are accessible in order that they may be read or changed. Space requirements, dimensions, and type of installation shall be acceptable to the gas company. Meter location will be determined by the utility company in conformance with their service franchise.

18.24.050 Section 401.2 Liquefied petroleum gas storage, amended.

International Fuel Gas Code, 2021 Edition, Section 401.2, Liquefied petroleum gas storage, is hereby amended to read as follows:

401.2 Liquefied petroleum gas. The storage system for liquefied petroleum gas shall be designed, installed and an operational permit obtained, in accordance with the Fire Code.

Exception: Liquefied petroleum gas system shall not be installed in Group R1, R2, R3 and R4 occupancies when a natural gas utility supply pipe is available within 1,000 feet of the buildings.

18.24.060 Reserved.

18.24.070 Section 406.4 Test pressure measurement, amended.

International Fuel Gas Code, 2021 Edition, Section 406.4 Test pressure measurement, is hereby amended to read as follows:

406.4 Test pressure measurement. Test pressure shall be measured with a manometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made. Mechanical gauges used to measure test pressures shall have a range such that the highest end of the scale is not greater that two (2) times the test pressure. Tests requiring a pressure of 10 psi or less shall utilize a testing gauge having increments of 0.20 psi or less. Tests requiring a pressure greater than 10 psi but less than or equal to 100 psi shall utilize a testing gauge having increments of 1 psi or less. Tests requiring a pressure of greater than 60 psi shall utilize a testing gauge having increments of 2 psi or less.

18.24.080 Section 406.4.1. Test pressure, Low Pressure Gas Piping, added.

International Fuel Gas Code, 2021 Edition, Section 406.4.1 Test pressure, Low Pressure Gas Piping is hereby added to read as follows:

406.4.1.1 Test pressure. Low pressure gas piping shall withstand a pressure of at least 10 psi or 16 inches of mercury. Higher pressure gas piping shall withstand a pressure of at least 60 psi on a clock gauge with a printed record chart. For the purposes of this section, "low pressure" shall mean pressure equal to or less than 0.5 psi.

18.24.090 Section 406.4.2 Test duration, amended.

International Fuel Gas Code, 2021 Edition, Section 406.4.2 Test duration, is hereby amended to read as follows:

406.4.2 Test duration. Test duration shall be not less than 15 minutes for low pressure gas piping and not less than 4 hours for higher pressure gas piping.

18.24.100 Section 406.4.3 Manufactured homes, added.

International Fuel Gas Code, 2021 Edition, Section 406.4.3 Manufactured homes, is hereby added to read as follows:

406.4.3. Manufactured Homes. Appliance installations in manufactured housing meeting the requirements of the Texas Manufactured Housing Standards Act, or in industrialized housing or industrialized buildings meeting the requirements of the Texas Industrialized Housing and Building Act or bearing the Federal Compliance Plate (ANSI-A119.1), including the appliance connections and the fuel gas piping system, shall not be subject to

the provisions of this Code except for the-test provisions of International Fuel Gas Code, Section 406.

18.24.110 Section 417 Over 1-psi gas piping, added.

International Fuel Gas Code, 2021 Edition, Section 417 Over 1-psi gas piping, is hereby added to read as follows:

Section 417

OVER 1-PSI GAS PIPING

417.1 Scope and Responsibility. Under this section appear additional fundamental requirements for the installation of consumer gas piping system using over 1-psi gas pressure. Responsibility for observing these requirements shall rest with the installing agency.

417.2 Requirements. The requirements of the Gas Code are applicable to over 1-psi gas piping installations except as such requirements are modified in this chapter. Over 1-psi gas piping systems designed in accordance with this chapter and other requirements of this Code are intended for use where the building service regulator has been set to deliver gas at over 1-psi.

417.3 Over 1-PSI Piping System. Systems designed for over 1-psi gas pressure downstream of the meter shall adhere to all requirements of this Code, of the Gas Utility, and as follows:

1. Drawings and calculations, including site plan and gas piping diagrams shall be submitted to the Gas Utility for approval.

2. The gas pressure shall be regulated to ounces before entering any building or structure, unless otherwise approved by the Gas Utility.

3. All underground lines and above-ground lines within six (6) inches of the ground shall be of wrapped steel. Joints in underground lines and above-ground lines within six (6) inches of the ground shall be welded. Approved plastic pipe may be installed underground, outside buildings, without wrapping.

4. All above-ground lines installed more than six (6) inches above the ground inside buildings shall be of wrapped or bare steel and shall use only welded pipe joints.

5. Gas lines, located outside buildings, and more than 6 inches above ground and operating at up to 5-psi pressure may be installed with approved threaded joints.

18.24.112 Appendix A – Sizing and Capacities of Gas Piping, is adopted in its entirety.

18.24.114 Appendix B – Sizing of venting systems serving appliances equipped with draft hoods, Category I appliance and appliance listed for use with Type B vents, is adopted in its entirety.

18.24.116 Appendix C – Exit terminals of mechanical draft and direct-vent venting systems, is adopted in its entirety.

18.24.118 Appendix D – Recommend procedure for safety inspection of an existing appliance installation, is adopted in its entirety.

18.24.120 Conflicting ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this chapter are hereby repealed.

SECTION 2. That except as herby amended, Title 18 (Building and Construction), Chapter 18.24 (Gas Code) of the El Paso City Code shall remain in full force and effect

Chapter 18.28 – EXISTING BUILDING CODE

18.28.010 Short title.

This chapter may be cited as the "Existing Building Code."

18.20.020 Adoption.

The book entitled "International Existing Building Code" 2021 Edition, a copy of which authenticated by the city clerk is on file in the city clerk's office, is adopted as the Existing Building Code of the city, as fully as if copied at length in this chapter. but with the changes set forth in this chapter and Chapter 18.02, the Building and Administrative Code of the City of El Paso.

18.28.030 Reserved

18.28.040 Reserved

18.28.050 Reserved

18.28.060 Reserved

18.28.070 Reserved

18.28.080 Reserved

18.28.090 Reserved

18.28.100 Reserved

18.28.110 Reserved

18.28.120 Reserved

18.28.130 Section 1012 Energy, added.

International Existing Building Code, 2021 Edition, Section 1012 Energy, is hereby amended to add an exception to read as follows:

> **1012 Energy.** Buildings forty years or older undergoing a change in occupancy that would result in an increase in demand for either fossil fuel or electrical energy do not need to comply with the International Energy Conservation Code.

18.28.140 Section 612 Compliance with the Vacant Premises/Building Code, added.

International Existing Building Code, 2021 Edition, Section 902.3 612 Compliance with the Vacant Premises/Building Code, is hereby added to read as follows:

> **902.3.612 Compliance with the Vacant Premises/Building Code.** Where the character or use of an existing building or part of an existing building is identified as a vacant building/area in accordance with 18.40 of the El Paso City Code, commonly referred to as the Vacant Premises/Building Code, the building shall then comply with all of the applicable requirements of the Vacant Building Code.

18.28.150 Section 701.1 Scope, amended.

International Existing Building Code, 2021 Edition, Section 701 Scope, is hereby amended to add the following:

> **701.1 Scope.** Level 1 alterations as described in Section 602, shall comply and include, the removal and replacement or the covering of existing materials, elements, equipment, or fixtures using new materials, elements, equipment, or fixtures that serve the same purpose, as well as alterations described in Level 2 where change of use does not affect occupant load. Level I alterations shall comply with the requirements of Chapter 7. Level 1 alterations to historic buildings shall comply with this chapter, except as modified in Chapter 12.

18.28.160 Reserved

18.28.170 Section 803.4.3 Fire sprinkler system supplemental installation requirements, added.

International Existing Building Code, 2021 Edition, Section 803.4.3 Fire sprinkler system supplemental installation requirements, is hereby added to read as follows:

> **803.4.3 Fire sprinkler system supplemental installation requirements.** Where the work area in a building is required to be provided with automatic sprinkler protection in

accordance with the International Building Code, an approved water supply riser pipe and stub out shall be installed as a component of the automatic sprinkler system to allow for future distribution and interconnection of an automatic sprinkler system to other work areas above and below the present work area.

Exception: If the Fire Code official determines that it is technically infeasible to design and install an automatic sprinkler system, work areas shall be protected throughout all occupiable spaces by an automatic fire detection system that activates the occupant notification system in accordance with the International Building Code.

18.28.180 Section 804.2.6 Fire wall alternative, added.

International Existing Building Code, 2021 Edition, Section 804.2.6 Fire wall alternative, is hereby added to read as follows:

804.2.6 Fire wall alternative. In other than Groups H, F-1 and S-1, fire barriers and horizontal assemblies constructed in accordance with the International Building Code shall be permitted to be used in lieu of fire walls to subdivide the building into separate buildings for the purpose of complying with the area limitations required for the new occupancy where all of the following conditions are met:

1. The buildings are protected throughout with an automatic sprinkler system in accordance with the International Fire Code.

2. The maximum allowable area between fire barriers, horizontal assemblies, or any combination thereof shall not exceed the maximum allowable area determined in accordance with Chapter 5 of the International Building Code without an increase allowed for an automatic sprinkler system in accordance with Section 506 of the International Building Code.

3. The fire-resistance rating of the fire barriers and horizontal assemblies shall not be less than that specified for fire walls in Table 706.4 of the International Building Code.

Exception: Where horizontal assemblies are used to limit the maximum allowable area, the required fire resistance rating of the horizontal assemblies shall be permitted to be reduced by 1 hour provided the height and number of stories increases allowed for an automatic sprinkler system by Section 504.2 of the International Building Code are not used for the buildings.

18.28.190 Section 806.4.2 Kitchens, amended.

International Existing Building Code, 2021 Edition, Section 806.4.2 Kitchens, is hereby amended to read as follows:

806.4.2Kitchens. Kitchens shall have a minimum of three separate and remote duplex receptacle outlets.

18.28.200 Section Reserved.

18.28.220 Appendix A, Guidelines for the Seismic Retrofit of Existing Buildings, adopted.

International Existing Building Code, 2021 Edition, Appendix A, Guidelines for the Seismic Retrofit of Existing Buildings, is hereby adopted in its entirety.

18.28.230 Appendix B Supplementary Accessibility Requirements for Existing Buildings and Facilities, adopted.

International Existing Building Code, 2021 Edition, Appendix B Supplementary Accessibility Requirements for Existing Buildings and Facilities, is hereby adopted in its entirety.

18.28.240 Appendix C Guidelines for the Wind Retrofit of Existing Buildings is hereby adopted.

International Existing Building Code, 2021 Edition, Appendix C Guidelines for the Wind Retrofit of Existing Buildings is hereby adopted in its entirety.

18.28.250 Conflicting ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this chapter are hereby repealed.

Chapter 18.30 – POOL AND SPA CODE

18.30.010 Short title.

This chapter may be cited as the "Pool and Spa Code."

18.30.020 Adoption.

The book entitled "International Swimming Pool and Spa Code, 2021 Edition, a copy of which authenticated by the City Clerk is on file in the City Clerk's Office, is adopted as the Pool & Spa Code of the City.

18.30.030 Chapter 1, Scope and Administration.

18.30.040 Chapter 2, Definitions.

18.30.050 Chapter 3, General Compliance.

International Swimming Pool and Spa Code, 2021 Edition, Section 306.10 Deck width, is hereby added to read as follows:

310.6 Deck width. Residential pools and spas shall be provided with a three-foot-wide, slip resistant, perimeter deck surrounding at least sixty-five percent of the swimming pool or spa

18.30.060 Chapter 4, Public Swimming Pools.

18.30.070 Chapter 5, Public Spas and Public Exercise Spas.

18.30.080 Chapter 6, Aquatic Recreation Facilities.

18.30.090 Chapter 7, On-ground Storable Residential Swimming Pools.

18.30.100 Chapter 8, Permanent In-Ground Residential Pools.

18.30.110 Chapter 9, Permanent Residential Spas and Permanent Residential Exercise Spas.

18.30.120 Chapter 10, Portable Residential Spas and Portable Residential Exercise Spas.

18.30.130 Chapter 11, Referenced Standards.

18.30.140 Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provision of this chapter are hereby repealed.

SECTION 2. That except as herby amended, Title 18 (Building and Construction), Chapter 18.30 (Pool and Spa Code) of the El Paso City Code shall remain in full force and effect.

Chapter 18.10 – PROPERTY MAINTENANCE CODE

18.50.010 Short title.

This chapter may be cited as the "Property Maintenance Code."

18.50.020 Adoption.

The book entitled "International Property Maintenance Code," 2021 Edition, a copy of which authenticated by the city clerk is on file in the city clerk's office, is adopted as the Property Maintenance Code of the city, as fully as if copied at length in this chapter, but with the amendments set forth in this chapter and Chapter 18.02, the Building and Administrative Code of the City of El Paso.

18.50.025 Section 102.7 Applicability.

102.7 Historic Buildings. Replaced:

The provisions of this code shall be mandatory for existing buildings or premises designated or determined to be of historic value by the Historic Preservation Office.

18.50.026 – Section 103 – Code Compliance Agency, amended

Section 103 – Code Compliance Agency, Replaced: Section 103 – Division of Property Maintenance & Zoning with Planning & Inspections Department.

18.50.027-Section 111.2-Closing of vacant structures.

If the structure is vacant and unfit for human habitation and occupancy, and is not in danger of structural collapse, the code official is authorized to post a placard of condemnation on the premises and order the structure closed up within reasonable time specified so as not to be an attractive nuisance. Upon failure of the owner or owner's authorized agent to close up the premises within the time specified in the order, the code official shall cause the premises to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and shall be collected by any other legal resource.

18.50.028 – Section 111.2.1 – Authority to disconnect service utilities, amended.

International Property Maintenance Code, 2021 Edition, Section 111.2.1 Authority to disconnect service utilities, is hereby amended to read as follows:

111.2.1 Authority to disconnect service utilities. Authority to disconnect service utilities shall be identified in accordance with the requirements of Chapter 18.02.111.10 of the City Code**.**

18.50.030 Section 202 General Definitions, amended.

International Property Maintenance Code, 2021 Edition, Section 202 General Definitions is hereby amended to add the following definitions to read as follows:

BOARD. The Building and Standards Commission for the City of El Paso.

HISTORIC BUILDING.

Item 4. A building, object, site or structure that is forty-five years or older and is determined by the Historic Landmark Commission to be of historical, cultural, architectural or archaeological importance, and where demolition or destruction would constitute a loss to the quality and character of El Paso.

OFFICIAL. The building official or any duly authorized representative or designee of the city manager.

OVERLAY ZONING DISTRICT. A district established by ordinance to prescribe special regulations to be applied to a site in combination with the underlying or base district.

REASONABLE TIME. The term “reasonable time” shall have a meaning of 14 calendar days

STREET FRONTAGE. The length of the elevation or façade of a structure facing a public street or parking area, including main and any secondary public access to the structure. Structures on corner lots will be considered to have two street frontages.

URBAN NUISANCE. A premises or structure that is dilapidated, substandard, or unfit for human habitation and a hazard to the public health, safety and welfare.

STREET FACADE. The elevation of the structure facing or abutting a public street including the main public access or entry to the structure.

VACANT. The term "vacant" shall have the meaning as defined in Chapter 18.40 of this title.

VACANT PREMISES. A structure having vacant or unoccupied floors, suites, and/or tenant spaces

18.50.040 Section 301.1 Scope, amended.

International Property Maintenance Code, 2021 Edition, Section 301.1 Scope is hereby amended to read as follows:

301.1 Scope. The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and exterior property and shall apply to both vacant and occupied structures and premises.

18.50.050 Section 302.2 Grading and drainage, amended.

International Property Maintenance Code, 2021 Edition, Section 302.2 Grading and Drainage, is hereby amended to read as follows:

302.2 Grading and drainage. All premises shall be graded and/or maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

Exception: Approved retention areas and reservoirs.

18.50.055 – Section 302.3 – Sidewalks and Driveways, amended.

International Property Maintenance Code, 2021 Edition, Section 302.3 Sidewalks and Driveways, is hereby amended to read as follows:

302.3 Sidewalks and Driveways shall be in accordance with the requirements of Chapter 13.04.050 & 13.12.220 of the City Code for maintenance of sidewalks and driveways

18.50.060 Section 302.4 Weeds, amended.

International Property Maintenance Code, 2021 Edition, Section 302.4 Weeds, is hereby amended to read as follows:

302.4 Weeds, Trash, Rubbish and other Matter. All premises and exterior property shall be maintained free from weeds or plant growth in accordance with Chapter 9.04 of the City Code.

18.50.065 - Section 302.8 Motor vehicles, amended.

International Property Maintenance Code, 2021 Edition, Section 302.8 Motor vehicles, is hereby amended to read as follows:

302.8 Motor Vehicles shall be in accordance with the requirements of Chapter 9.08 of the City Code**.**

18.50.070 Section 304.3 Premises identification, amended.

International Property Maintenance Code, 2021 Edition, Section 304.3 Premises Identification, is hereby amended to read as follows:

304.3 Premises Identified. Premises shall be identified in accordance with the requirements of Chapter 18.08 or 18.10 of the City Code.

18.50.080 Section 304.14 Insect screens, amended.

International Property Maintenance Code, 2021 Edition, Section 304.14 Insect screens, is hereby amended to read as follows:

304.14 Insect Screens. Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored, shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm) and every swinging door shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

18.50.081 - Section 308.1 Accumulation of rubbish or garbage, amended.

International Property Maintenance Code, 2021 Edition, Section 308.1 Accumulation of rubbish or garbage, is hereby amended to read as follows:

308.1 Accumulation of rubbish or garbage shall be in accordance with the requirements of Chapter 9.04 of the City Code.

18.50.082 - Section 308.2 Disposal of rubbish, amended.

International Property Maintenance Code, 2021 Edition, Section 308.2 Disposal of rubbish, is hereby amended to read as follows:

308.2 Disposal of rubbish shall be in accordance with the requirements of Chapter 9.04 of the City Code

18.50.083 - Section 308.2.1 Rubbish storage facilities, amended.

International Property Maintenance Code, 2021 Edition, Section 308.2.1 Rubbish storage facilities, is hereby amended to read as follows:

308.2.1 Rubbish storage facilities shall be in accordance with the requirements of Chapter 9.04 of the City Code.

18.50.084 - Section 308.2.2 Refrigerators, amended.

International Property Maintenance Code, 2021 Edition, Section 308.2.2 Refrigerators, is hereby amended to read as follows:

308.2.2 Refrigerators shall be in accordance with the requirements of Chapter 10.24.030 of the City Code.

18.50.085 - Section 308.3 Disposal of garbage, amended.

International Property Maintenance Code, 2021 Edition, Section 308.3 Disposal of garbage, is hereby amended to read as follows:

308.3 Disposal of garbage shall be in accordance with the requirements of Chapter 9.04 of the City Code.

18.50.086 - Section 308.3.1 Garbage facilities, amended.

International Property Maintenance Code, 2021 Edition, Section 308.3.1 Garbage facilities, is hereby amended to read as follows:

308.3.1 Garbage facilities shall be in accordance with the requirements of Chapter 9.04 of the City Code

18.50.087 - Section 308.3.2 Containers, amended.

International Property Maintenance Code, 2021 Edition, Section 308.3.2 Containers, is hereby amended to read as follows:

308.3.2 Containers shall be in accordance with the requirements of Chapter 9.04 of the City Code.

18.50.090 Section 310 Additional requirements for vacant structures/premises, added.

International Property Maintenance Code, 2021 Edition, Section 310 Additional requirements for vacant structures/premises, is hereby added to read as follows:

Section 310 Additional requirements for vacant structures/premises.

310.1 Street façade/frontage windows and doors. On the street façade/frontage, the exterior surface of any window shall not be covered by any substance or adhesive material sprayed, painted or otherwise applied to the windows. All street façade/frontage windows and doors having cracked, broken or missing glass or glazing material shall be repaired and replaced with glass and glazing material in a manner compatible with the original design of the structure.

Exceptions: The required glazing of street frontage windows and doors may be substituted with artistic panels under the following conditions.

1. The artistic panels and their installation are limited to the first floor, or must present an aesthetically unified façade/frontage design and must comply with the boarding standards represented in the International Property Maintenance Code Appendix A.

2. Artistic panels proposed as an alternate to the glazing requirements on a structure within an overlay district shall be subject to approval by the overlay district administrator.

3. Building owners desiring to install artistic panels on a structure in a historic district must first apply for and receive a certificate of appropriateness prior to installation.

4. Windows on all occupied floors shall be kept in sound condition, good repair and weather tight. All glazing materials shall be maintained free from cracks and holes. Artistic panels shall not be applied to windows or doors on occupied floors. All windows and doors shall be maintained and secured to prevent unauthorized entry.

310.3 Historic Buildings. Any restoration, rehabilitation, maintenance or demolition of a historic building and any building with a historic zoning overlay is subject to the requirements of this chapter and chapter 20.20 of this Code, and whichever being the more restrictive shall govern.

18.50.100 Section 501.1 Scope, amended.

International Property Maintenance Code, 2021 Edition, Section 501.1 Scope, is hereby amended to read as follows:

501.1 Scope. The provisions of this chapter shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided for both vacant and occupied structures and premises.

18.50.120 Section 601.1 Scope, amended.

International Property Maintenance Code, 2021 Edition, Section 601.1 Scope, is hereby amended to read as follows:

601.1 Scope. The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided for both vacant and occupied structures and premises.

18.50.121 - Section 602.2 Residential occupancies, amended.

International Property Maintenance Code, 2021 Edition, Section 602.2 Residential occupancies, is hereby amended to read as follows:

602.2 Residential occupancies shall be identified in accordance with the requirements of Chapter 18.10.060-Section R303.9 Required heating of the City Code.

18.50.122 - Section 602.3 Heat Supply, amended.

International Property Maintenance Code, 2021 Edition, Section 602.3 Heat Supply, is hereby amended to read as follows:

602.3 Heat Supply shall be in accordance with the requirements of Chapter 18.10.060 and 18.08.170 of the City Code.

18.50.123 - Section 602.4 Occupiable work spaces, amended.

International Property Maintenance Code, 2021 Edition, Section 602.4 Occupiable work spaces, is hereby amended to read as follows:

602.4 Occupiable work spaces shall be in accordance with the requirements of Chapter 18.08.170 of the City Code.

18.50.124 - Section 602.5 Room temperature measurement, amended.

International Property Maintenance Code, 2021 Edition, Section 602.5 Room temperature measurement, is hereby amended to read as follows:

602.5 Room temperature measurement shall be identified in accordance with the requirements of Chapter 18.10.060 and 18.08.170 of the City Code

18.50.130 Section 605.2 Receptacles, added.

International Property Maintenance Code, 2021 Edition, Section 605.2 Receptacles, is hereby amended to read as follows:

605.2 Receptacles. Added.

Every new countertop outlet within five feet of the flood rim of the kitchen sink shall be a ground fault circuit interrupter receptacle.

18.50.140 Section 605.3 Luminaires, amended.

International Property Maintenance Code, 2021 Edition, Section 605.3 Luminaires, is hereby amended to read as follows:

605.3 Lighting Fixtures. Every public hall, interior stairway, toilet room, kitchen, bathroom, laundry room, boiler room, furnace room, attached garage, and detached garage with electric power shall be provided with at least one wall switch controlled ceiling or wall type light fixture. Pool and spa luminaires over 15 volt shall have ground fault circuit interrupter protection.

18.50.150 Section 701.1 Scope, amended.

International Property Maintenance Code, 2021 Edition, Section 701.1 Scope, is hereby amended to read as follows:

701.1 Scope. The provisions of this chapter shall govern the minimum conditions and standards for fire safety relating to structures and exterior premises, including fire safety facilities and equipment to be provided, for both vacant and occupied structures and premises.

18.50.160 Appendix A, Boarding Standard, adopted.

International Property Maintenance Code, 2021 Edition, Appendix A, Boarding Standard, is hereby adopted in its entirety.

18.50.170 Appendix A, Boarding Standard, Section A101.1 General, amended.

International Property Maintenance Code, 2021 Edition, Appendix A, Boarding Standard, Section A101.1 General, is hereby amended to read as follows:

A101.1 General. Except as otherwise required by this chapter, all windows and doors shall be boarded in an approved manner to prevent entry by unauthorized persons and shall be painted to correspond to the color of the existing structure.

18.50.180 Conflicting ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this chapter are hereby repealed.

SECTION 2. That except as herein amended Title 18 (Building and Construction), Chapter 18.50 (Property Maintenance Code) of the El Paso City Code shall remain in full force and effect.

Chapter 18.60 – FLOOD DAMAGE PREVENTION CODE

Chapter 18.60 FLOOD DAMAGE PREVENTION*

Article I. Statutory Authorization—Findings of Fact—Purpose—Methods

18.60.010 Statutory authorization.

The Legislature of the State of Texas has, in the Flood Control and Insurance Act (Article 16.311, V.T.C.A., Water Code), delegated the responsibility to local governmental units to adopt regulations designed to minimize flood losses. Therefore, the city council of the city does adopt this chapter.

18.60.020 Findings of fact.

A. The flood hazard areas of El Paso are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.

B. These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

18.60.030 Statement of purpose.

It is the purpose of this chapter to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

A. Protect human life and health;

B. Minimize expenditure of public money for costly flood control projects;

C. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

D. Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;

E. Help provide information regarding flood-prone areas to the public.

18.60.040 Methods of reducing flood losses.

In order to accomplish its purposes, this chapter uses the following methods:

A. Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;

B. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

C. Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of floodwaters;

D. Control filling, grading, dredging and other development which may increase flood damage;

E. Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

Article II. Definitions

18.60.050 Generally.

Unless specifically defined below, words or phrases used in this chapter shall be interpreted to give them the meaning they have in common usage and to give this chapter its most reasonable application.

18.60.060 Flood control definitions.

As used in this chapter:

"Alluvial fan flooding" means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition and unpredictable flow paths.

"Apex" means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

"Appeal" means a request for a review of the floodplain administrator's interpretation of any provisions of this chapter or a request for a variance in improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.

"Appurtenant structure" means a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

"Area of future conditions flood hazard" means the land area that would be inundated by the one-percent-annual chance (100 year) flood based on future conditions hydrology.

"Area of shallow flooding" means a designated AO, AH, AR/AO, AR/AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

"Area of special flood hazard" means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed rate making has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE or V.

"Base flood" means the flood having a one-percent chance of being equaled or exceeded in any given year.

"Base flood elevation (BFE)" means the computed elevation to which floodwater is anticipated to rise during the base flood. Base flood elevations (BFEs) are shown on flood insurance rate maps (FIRMs) and on flood profile.

"Basement" means any area of the building having its floor subgrade (below ground level) on all sides.

"Breakaway wall" means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

"Critical feature" means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

"Development" means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

"Elevated building" means, for insurance purposes, a non-basement building, which has its lowest elevated floor, raised aboveground level by foundation walls, shear walls, posts, piers, pilings or columns.

"Existing construction" means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

"Existing manufacture home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

"Expansion to an existing manufactured home park or subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the

manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"Flood" or "flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters;

2. The unusual and rapid accumulation or runoff of surface waters from any source.

"Flood elevation study" means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

"Flood Insurance Rate Map (FIRM)" means an official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

"Flood Insurance Study (FIS)" see "Flood elevation study" as the definition.

"Floodplain" or "flood-prone area" means any land area susceptible to being inundated by water from any source (see definition of flooding).

"Floodplain management" means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

"Floodplain management regulations" means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

"Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

"Flood protection system" means those physical structural works for which funds have been authorized, appropriated, and expended and for which improvements have been constructed specifically to modify flooding in order to reduce the extent of the areas within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

"Floodway (regulatory floodway)" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

"Floodway" see "Regulatory floodway."

"Functionally dependent use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers,

and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

"Habitable floor" means any floor usable for the following purposes which include working, sleeping, eating, cooking or recreation, or a combination thereof. A floor used for storage purposes only is not a "habitable floor."

"Highest adjacent grade" means the highest, natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

"Historic structure" means any structure that is:

1. Listed individually in the national register of historic places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the national register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the secretary to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
4. Individually listed on a local inventory or historic places in communities with historic preservation programs that have been certified either:
   a. By an approved state program as determined by the Secretary of the Interior, or
   b. Directly by the Secretary of the Interior in states without approved programs.

"Levee" means a manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

"Levee system" means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

"Lowest floor" means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

"Manufactured home" means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes the term "manufactured home" also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than one hundred eighty consecutive days. For insurance purposes the term "manufactured home" does not include park trailers, travel trailers and other similar vehicles.

"Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Mean sea level" means for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

"New construction" means, for the purposes of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, new construction means structures for which the start of construction commenced on or after the effective date of floodplain management regulation adopted by community and includes any subsequent improvements to such structures.

"New manufactured home park or subdivision" means a manufactured home park or subdivision or which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

"Recreational vehicle" means a vehicle which is (i) built on a single chassis; (ii) four hundred square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Regulatory floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

"Riverine" means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

"Special flood hazard area" see "Area of special flood hazard."

"Start of construction," (for other than new construction or substantial improvements under the Coastal Barrier Resources Act [Pub. L. 97-348]), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, additional placement, or other improvement was within one hundred eighty days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of building.

"Structure" means, for floodplain management purposes, a walled and roofed building including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

"Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent of the market value of the structure before the damage occurred.

"Substantial improvement" means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty percent of the market value of the structure before "start of construction" of the improvement. This term includes structures, which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either: (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or (2) any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

"Variance" means a grant of relief by a community from the terms of a floodplain management regulation. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.)

"Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) of the National Flood Insurance Program regulations is presumed to be in violation until such time as that documentation is provided.

"Water surface elevation" means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Article III. General Provisions

18.60.070 Lands to which this chapter applies.

This chapter shall apply to all areas of special flood hazard within the jurisdiction of the city.

18.60.080 Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency (FEMA) in a scientific and engineering report, entitled "The Flood Insurance Study for the City of El Paso," (FIS), with accompanying Flood Insurance Rate Maps and Flood Boundary-Floodway Maps (FIRM and FBFM) utilizing the most current effective documents and any revisions thereto, are adopted by reference and declared to be a part of this chapter.

18.60.090 Establishment of development permit.

Development permits shall be used to ensure conformance with the provisions of this chapter.

18.60.100 Compliance.

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this chapter and other applicable regulations.

18.60.110 Abrogation and greater restrictions.

This chapter is not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this chapter and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

18.60.120 Interpretation.

In the interpretation and application of this chapter, all provisions shall be (1) considered as minimum requirements; (2) liberally construed in favor of the governing body; and (3) deemed neither to limit nor repeal any other powers granted under state statutes.

18.60.130 Warning and disclaimer of liability.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions, greater floods can and will occur and flood heights may be increased by manmade or natural causes. This chapter does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this chapter or any administrative decision lawfully made thereunder.

Article IV. Administration

18.60.140 Designation of the floodplain administrator.

The city manager shall designate a Texas licensed professional engineer as the floodplain administrator to administer and implement the provisions of this chapter and other appropriate sections of 44 CFR (National Flood Insurance Program regulations) pertaining to floodplain management.

18.60.150 Duties and responsibilities of the floodplain administrator.

Duties and responsibilities of the floodplain administrator shall include, but not be limited to, the following:

A. Maintain and hold open for public inspection all records pertaining to the provisions of this chapter;

B. Review permit applications to determine whether proposed building sites will be reasonably safe from flooding;

C. Review, approve or deny all applications for development permits required by adoption of this chapter;

D. Review permits for proposed development to assure that all necessary permits have been obtained from those federal, state or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 USC 1334) from which prior approval is required;

E. Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the floodplain administrator shall make the necessary interpretation;

F. Notify, in riverine situations, adjacent communities and the state coordinating agency, which is the Texas Department of Water Resources, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency;

G. Assure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained;

H. When base flood elevation data has not been provided in accordance with Section 18.60.080, the floodplain administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a federal, state or other source, in order to administer the provisions of this chapter;

I. When a regulatory floodway has not been designated, the floodplain administrator must require that no new construction, substantial improvements or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community;

J. Maintain surveillance over the operational and maintenance condition of the flood control system to ensure its safe and effective functioning; notify the street director of any required maintenance and/or repair work;

K. Conduct an annual inspection of the flood control system and provide a written inspection report, including an assessment of the operational condition, safety, effectiveness and maintenance condition of the system, and a line item list of required special maintenance or repairs, to the city manager or his designee and the director of the department of transportation, or to such other person, agency, department or entity as may be appropriate pursuant to other ordinances adopted by the city;

L. Review the annual schedule of maintenance for flood control facilities prepared by the street director and forward the annual schedule to the city manager or designee, or to such other person, agency, department or entity as may be appropriate pursuant to other ordinances adopted by the city, with appropriate recommendations regarding any changes to frequency or nature of maintenance work proposed and/or requirements for special maintenance or repair;

M. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones Al-30, AE, AH, on the community's FIRM which increases the water surface

elevation of the base flood by more than one foot, provided that the community first completes all of the provisions required by Section 65.12.

18.60.160 Duties and responsibilities of the city manager or designee.

The city manager or his designee shall, to the extent that the following duties and responsibilities have not been delegated or assumed by another person, agency, department or entity pursuant to other ordinances adopted by the city:

A. Exercise overall management control of the construction, operation and maintenance of the flood control system;

B. Review, revise and approve the annual schedule of maintenance of the flood control system submitted by the street director;

C. Allocate resources as required to assure the timely execution of the annual maintenance schedule and the safe and effective operation of the flood control system.

18.60.170 Duties and responsibilities of the director of the department of transportation.

The director of the department of transportation shall, to the extent that the following duties and responsibilities have not been delegated or assumed by another person, agency, department or entity pursuant to other ordinances adopted by the city:

A. Be the custodian of the flood control system, including all dams, detention all retention basins, outlet works, channels, pumping stations and all other public drainage conveyance structures;

B. Maintain and repair the system to ensure its safety and operational capability;

C. Maintain full-time surveillance of the operational readiness of the system. Immediately notify the city manager or his designee and the floodplain administrator of any system component that is in a state of reduced operational readiness;

D. Direct the operation of the system during storms and flooding to maximize the effectiveness of the system in reducing damage to public and private property and danger to public safety;

E. Participate in the annual inspection of the flood control system conducted by the floodplain administrator;

F. Prepare and submit to the floodplain administrator an annual schedule of maintenance and repair to the flood control system;

G. Carry out the annual schedule of maintenance repair as approved by the city manager or his designee.

18.60.180 Development permit procedures.

A. Application for a floodplain development permit shall be presented to the floodplain administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of

manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

1. Elevation (in relation to mean sea level) of the lowest floor (including basement) of all new and substantially improved structures;
2. Elevation in relation to mean sea level to which any nonresidential structure shall be flood proofed;
3. A certificate from a Texas licensed professional engineer that the nonresidential floodproofed structure shall meet the floodproofing criteria of Section 18.60.200(B) of this chapter;
4. Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development;
5. Maintain a record of all such information in accordance with Section 18.60.150(A) of this chapter.

B. Approval or denial of a building or grading permit by the floodplain administrator shall be based on all of the provisions of this chapter and the following relevant factors:

1. The danger to life and property due to flooding or erosion damage;
2. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
3. The danger that materials may be swept onto other lands to the injury of others;
4. The compatibility of the proposed use with existing and anticipated development as determined by the planning official;
5. The safety of access to all buildings in the time of flood;
6. The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
7. The justification of the proximity of the facility to the abutting floodway, where applicable;
8. The availability of alternate locations, not subject to flooding or erosion damage, for the proposed use;
9. The relationship of the proposed use to the comprehensive plan for that area.

C. Variance Procedures.

1. The construction board of appeals shall hear and render judgment on requests for variances from the requirements of this chapter.
2. The construction board of appeals shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this chapter.
3. Any person or persons aggrieved by the decision of the construction board of appeals may appeal such decision in the courts of competent jurisdiction.

4. The floodplain administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.
5. Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this chapter.
6. Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in subsection B of this section have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
7. Upon consideration of the factors noted above and the intent of this chapter, the construction board of appeals may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this chapter.
8. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
9. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
10. Prerequisites for granting variances:
    a. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
    b. Variances shall only be issued upon: (i) showing a good and sufficient cause; (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with the El Paso City Code.
    c. Any application to which a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
11. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that (i) the criteria outlined in subsections (C)(1) through (9) of this section are met, and (ii) the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

D. Development permit review fees for any Federal Emergency Management Agency (FEMA) applications shall be as established by city council in the annual budget resolution.

Article V. Provisions for Flood Hazard Reduction

18.60.190 General standards.

In all areas of special flood hazards, the following provisions are required for all new construction and substantial improvements:

A. All new construction or substantial improvements shall be designed or modified and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrostatic pressure and hydrostatic loads, including the effects of buoyancy;

B. All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;

C. All new construction or substantial improvements shall be constructed with materials resistant to flood damage;

D. All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding, and be elevated a minimum of 1 foot above the BFE;

E. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;

F. New and replacement sanitary, sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharge from the systems into floodwaters; and

G. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

18.60.200 Specific standards.

In all areas of special flood hazards where base flood elevation data has been provided as set forth in (a) Section 18.60.080, (b) Section 18.60.150(H), or (c) Section 18.60.210(B) of this chapter, the following provisions are required:

A. Residential Construction. New construction and substantial improvement of any residential structure shall have the lowest floor (including basement) be elevated a minimum of 1 foot above the BFE. A Texas registered professional engineer, architect, or land surveyor shall submit a Federal Emergency Management Agency National Flood Insurance Program Elevation Certificate to the floodplain administrator that the standard of this subsection as proposed in Section 18.60.180(A)(1) of this chapter is satisfied.

B. Nonresidential Construction. New construction and substantial improvements of any commercial, industrial or other nonresidential structure shall have either the lowest floor (including basement) be elevated a minimum of 1 foot above the base flood elevation or, together with appurtenant utility and sanitary facilities, be designed so that at least 1 foot above the BFE the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability, of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A Texas registered professional engineer or architect shall develop and/or review structural design, specifications and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification, which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed, shall be maintained by the floodplain administrator.

C. Enclosures. New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a Texas registered professional engineer or architect or meet or exceed the following minimum criteria:

1. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
2. The bottom of all openings shall be no higher than one foot above grade.
3. Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

D. Manufactured Homes.

1. Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.
2. Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated a minimum of 1 foot above the BFE and be securely anchored to an

adequately anchored foundation system to resist flotation, collapse, and lateral movement.

3. Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with Zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of this section be elevated so that either:

    a. The lowest floor of the manufactured home is elevated a minimum of 1 foot above the base flood elevation; and
    b. The manufactured home chassis is supported by reinforced piers or other foundation elements adequately anchored to foundation system to resist flotation, collapse, and lateral movement.

E. Recreational Vehicles. Require that recreational vehicles placed on sites within Zones A1-30, AH and AE on the community's FIRM either (i) be on the site for fewer than one hundred eighty consecutive days, or (ii) be fully licensed and ready for highway use, or (iii) meet the permit requirements of Section 18.60.180(A), and the elevation and anchoring requirements for "manufactured homes" in subsection A of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

18.60.210 Standards for proposed subdivision.

A. All subdivision proposals, including manufactured home parks and subdivisions, shall be consistent with Sections 18.60.020, 18.60.030 and 18.60.040 of this chapter.

B. All proposals for the development of subdivisions, including manufactured home parks and subdivisions, shall meet building and grading permit requirements of Sections 18.60.090 and 18.60.180 and the provisions of this chapter.

C. Base flood elevation data shall be generated for subdivision proposals and other proposed developments, including manufactured home parks and subdivisions which are greater than fifty lots or five acres, whichever is lesser, if not otherwise provided pursuant to Section 18.60.080 or Section 18.60.150(H) of this chapter.

D. All subdivision proposals, including manufactured home parks and subdivisions, shall have adequate drainage provided to reduce exposure to flood hazards.

E. All subdivision proposals, including manufactured home parks and subdivisions, shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

18.60.220 Standards for areas of shallow flooding (AO/AH zones).

Located within the areas of special flood hazard established in Section 18.60.080 are areas designated as shallow flooding. These areas have special flood hazard associated with base flood depths of one to three feet where a clearly defined channel does not exist and where the path of

flooding is unpredictable, and where velocity flow may be evident such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

A. All new construction and substantial improvements of residential structures shall:

1. Have the lowest floor (including basement, machinery, and equipment servicing the building) elevated above the highest adjacent grade (HAG) to at least 1 foot above the depth number specified in feet on the community's FIRM, or at least 3 feet if no depth number is provided.

B. All new construction and substantial improvements of nonresidential structures shall:

1. Have the lowest floor (including basement, machinery, and equipment servicing the building) elevated above the highest adjacent grade (HAG) to at least 1 foot above the depth number specified in feet on the community's FIRM, or at least 3 feet if no depth number is provided; or
2. Together with attendant utility and sanitary facilities be designed so that below the base specified flood depth in an AO Zone, or below the base flood elevation in an AH zone, level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.

C. A Texas registered professional engineer or architect shall submit a certification to the floodplain administrator that the standards of this section, as proposed in Section 18.60.180(A)(3) of this chapter, are satisfied.

D. Within Zone AH or AO, adequate drainage paths shall be required around structures on slopes, to guide floodwaters around and away from proposed structures.

18.60.230 Floodways.

Located within areas of special flood hazard established in Section 18.60.080 of this chapter, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

A. Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

B. If subsection A of this section is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this chapter.

C. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program Regulation, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first completes all of the provisions required by Section 65.12.

18.60.240 Violation.

A. It is unlawful for any person to violate any provision of this chapter.

B. Any person violating any provision of this chapter shall be deemed guilty of a misdemeanor and shall be punished as provided in Sections 1.08.010 through 1.08.030 of this Code.

Chapter 18.70 – ENERGY CONSERVATION CODE

18.70.010 Short title.

This chapter may be cited as the "Energy Conservation Code."

18.70.020 Adoption.

The book entitled "International Energy Conservation Code," 2021 Edition, a copy of which authenticated by the city clerk is on file in the city clerk's office, is adopted as the Existing Building Code of the city, in its entirety as fully as if copied in length in this chapter.

18.70.030 Reserved

18.70.040 Reserved

18.70.050 Reserved

18.70.060 Section C402.6 Air Barrier Requirement, Added

C402.6 Air barrier requirement. Insulation (including but not limited to loose fill, spray applied cellular fiber insulation as well as other blanket and batts insulation) installed in assemblies more than 60 degrees from the horizontal must be in substantial contact with an air barrier on all sides.

Exception: Air impermeable insulation. Air impermeable insulation is defined as:

A material having an air permeance equal to or less than 0.02 L/s-m2 at 75 Pa pressure differential tested according to ASTM E2178 or E283.

18.70.070 Reserved

18.70.080 Reserved

18.70.090 Appendix CA Board of Appeals, Adopted.

18.70.0100 Appendix CB Solar Ready Zone, Adopted.

18.70.0110 Appendix CC Zero Energy Commercial Building, Adopted.

18.70.0120 Reserved

18.70.130 Reserved

18.70.140 Reserved

18.70.150 Section R402.4.1.4 Air Leakage Required Certifications, Added.

R402.4.1.4 Required Certifications. Air leakage testing shall be performed by a third party certified to perform air infiltration testing by a national or state organization approved by the *code official*. The third party shall not be employed by nor have a financial interest in the entity that constructs the building. Accepted certifications include RESNET Home Energy Rater and Home Field Inspector, Building Performance Institute Infiltration and Duct Leakage professional or Building Analyst certification, and others as approved by the city.

R402.4.1.5 Third Party Registration. Approved third party performing air infiltration testing shall be registered with the city.

18.70.160 Section R403.3.8 - Duct leakage Required Certifications, Added

R403.3.8 Required Certifications. Duct leakage testing shall be performed by an *approved* third party certified to perform duct leakage testing by a national or state organization approved by the code official. The approved third party shall not be employed by nor have a financial interest in the entity that constructs the building. Accepted certifications include RESNET Home Energy Rater and Home Field Inspector, Building Performance Institute Infiltration and Duct Leakage professional or Building Analyst certification and others as approved by the code official.

R403.3.9 Third Party Registration. *Approved* third party performing duct leakage testing shall be registered with the city.

18.70.170 Reserved

18.70.180 Appendix RA Board of Appeals, Adopted.

18.70.190 Appendix RB Solar Ready Provisions – Detached One- and Two-Family Dwellings and Townhouses, Adopted.

18.70.200 Appendix RC Zero Energy Residential Buildings, Adopted.

18.70.210 Conflicting ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this chapter are hereby repealed.

SECTION 2. That except as herein amended, Title 18 (Building and Construction), Chapter 18.70 (Energy Conservation Code) of the El Paso City Code shall remain in full force and effect.

File #: 23-856, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

District 8
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Luis Zamora, (915) 212-1552

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance changing the zoning of portion of Simeon Hart Survey No. 2 and the south ½ of Lot 2, Old Fort Bliss, 1720 W. Paisano Drive and 1820 W. Paisano Drive, City of El Paso, El Paso County, Texas from M-2/h (Heavy Manufacturing/historic) and M-2 (Heavy Manufacturing) to G-MU/h (General Mixed Use/historic) and G -MU (General Mixed Use), approving a master zoning plan, and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with *Plan El Paso*, the City's Comprehensive Plan.

Subject Property: 1720 and 1820 W. Paisano Dr.
Applicant: Sami DiPasquale, Abara, Inc., PZRZ23-00005

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: June 20, 2023
PUBLIC HEARING DATE: July 18, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Luis Zamora , (915) 212-1552

DISTRICT(S) AFFECTED: District 8

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:
An ordinance changing the zoning of portion of Simeon Hart Survey No. 2 and the south ½ of Lot 2, Old Fort Bliss, 1720 W. Paisano Drive and 1820 W. Paisano Drive, City of El Paso, El Paso County, Texas from M-2/h (Heavy Manufacturing/historic) and M-2 (Heavy Manufacturing) to G-MU/h (General Mixed Use/historic) and G-MU (General Mixed Use), approving a master zoning plan, and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with *Plan El Paso*, the City's Comprehensive Plan.

Subject Property: 1720 and 1820 W. Paisano Dr.
Applicant: Sami DiPasquale, Abara, Inc., PZRZ23-00005

BACKGROUND / DISCUSSION:
The applicant is requesting to rezone to allow a proposed mixed-use development. City Plan Commission recommended 5-1 to approve the proposed rezoning on May 4, 2023. As of June 13, 2023, the Planning Division has received one (1) email in opposition, with one (1) person present at the City Plan Commission hearing speaking in opposition to the rezoning request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division
SECONDARY DEPARTMENT: N/A

**********************REQUIRED AUTHORIZATION**********************

DEPARTMENT HEAD: Philip Etiwe

Revised 04/09/2021

ORDINANCE NO._____

AN ORDINANCE CHANGING THE ZONING OF PORTION OF SIMEON HART SURVEY NO. 2 AND THE SOUTH ½ OF LOT 2, OLD FORT BLISS, 1720 W. PAISANO DRIVE AND 1820 W. PAISANO DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM M-2/H (HEAVY MANUFACTURING/HISTORIC) AND M-2 (HEAVY MANUFACTURING) TO G-MU/H (GENERAL MIXED USE/ HISTORIC) AND G-MU (GENERAL MIXED USE), APPROVING A MASTER ZONING PLAN, AND IMPOSING A CONDITION. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of portion of Simeon Hart Survey No. 2 and the South ½ of Lot 2, Old Fort Bliss, 1720 W. Paisano Drive and 1820 W. Paisano Drive, City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached **Exhibit "A"** be changed from M-2/h (Heavy Manufacturing/historic) and M-2 (Heavy Manufacturing) to G-MU/h (General Mixed Use/historic) And G-MU (General Mixed Use) and approving a Master Zoning Plan, as defined in Section 20.06.020, such land uses allowed as being reflected in the Master Zoning Plan attached as **Exhibit "B"** and the Master Zoning Report attached as **Exhibit "C"** incorporated herein for all purposes, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following condition which is necessitated by and attributable to the increased intensity of use generated by the change of zoning in order to protect the health, safety and welfare of the residents of the City

Prior to issuance of any certificates of occupancy, a sidewalk along Paisano Drive abutting the subject property must be provided in accordance with Title 19 of the El Paso City Code.

The Penalties for violating the standards imposed through this rezoning ordinance are found in Chapter 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, 2023.

(Signatures begin on following page)

THE CITY OF EL PASO

ATTEST:

Oscar Leeser
Mayor

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russell Abeln
Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe
Philip F. Etiwe, Director
Planning & Inspections Department

(Exhibits on the following pages)

Being a Portion of
Simeon Hart Survey No. 2,
City of El Paso, El Paso County, Texas
December 30, 2022

METES AND BOUNDS DESCRIPTION
1720 W. Paisano Drive
Exhibit "A"

FIELD NOTE DESCRIPTION of a Portion of Simeon Hart Survey No. 2, City of El Paso, El Paso County, Texas, being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a set ½ inch rebar at the southwest boundary corner of Simeon Hart Survey No. 2 and the common boundary corner of American Canal and Franklin Canal, same being the **POINT OF BEGINNING** of the herein described parcel;

THENCE, leaving along the common boundary line of American Canal and Simeon Hart Survey No. 2, North 21°11'00" West, a distance of 456.62 feet to a set ½ inch rebar for corner;

THENCE, continuing along the common boundary line of American Canal and Simeon Hart Survey No. 2, North 18°36'00" West, a distance of 68.54 feet to a set ½ inch rebar for corner at the common boundary corner of the American Canal, Simeon Hart Survey No. 2 and Hart Mill Road (20' R.O.W.);

THENCE, leaving said American Canal and along the southerly right of way line of Hart Mill Road, North 89°24'00" East, a distance of 268.66 feet to a set ½ inch rebar at the common boundary corner of the westerly right-of-way line of W. Paisano Drive (R.O.W. Varies) and the southerly right-of-way line of Hart Mill Road;

THENCE, leaving along said westerly right-of-way line W. Paisano Drive, South 26°39'42" East, a distance of 213.24 feet to a set ½ inch rebar for corner along said westerly right-of-way line of W. Paisano Drive;

THENCE, continuing along said westerly right-of-way line W. Paisano Drive, South 46°35'21" East, a distance of 134.12 feet to a set ½ inch rebar for corner along said westerly right-of-way line of W. Paisano Drive;

THENCE, continuing along said westerly right-of-way line W. Paisano Drive, North 02°39'00" East, a distance of 5.37 feet to a set ½ inch rebar for corner along said westerly right-of-way line of W. Paisano Drive;

THENCE, continuing along said westerly right-of-way line W. Paisano Drive, South 35°21'00" East, a distance of 8.00 feet to a set ½ inch rebar for corner along said westerly right-of-way line of W. Paisano Drive;

THENCE, continuing along said westerly right-of-way line W. Paisano Drive, South 46°51'00" East, a distance of 120.10 feet to a set ½ inch rebar for corner along said westerly right-of-way line of W. Paisano Drive;

THENCE, continuing along said westerly right-of-way line W. Paisano Drive, South 55°31'00" East, a distance of 98.45 feet to a set ½ inch rebar for corner along said westerly right-of-way line of W. Paisano Drive;

THENCE, continuing along said westerly right-of-way line W. Paisano Drive, South 00°29'00" West, a distance of 61.60 feet to a set ½ inch rebar for corner at the common boundary corner of W. Paisano Drive and Franklin Canal;

THENCE, leaving along said common boundary line of Franklin Canal and Simeon Hart Survey No. 2, South 82°42'30" West, a distance of 230.08 feet to a set ½ inch rebar for corner along said common boundary line;

THENCE, continuing along the common boundary line, North 85°03'00" West, a distance of 220.63 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 177,181.01 square feet or 4.0675 acres of land more or less.

CAD Consulting Co.
1790 Lee Trevino Drive. Suite 309
El Paso, Texas 79936
(915) 633-6422
J:\M&B\2022\22-2800_1720 W. Paisano

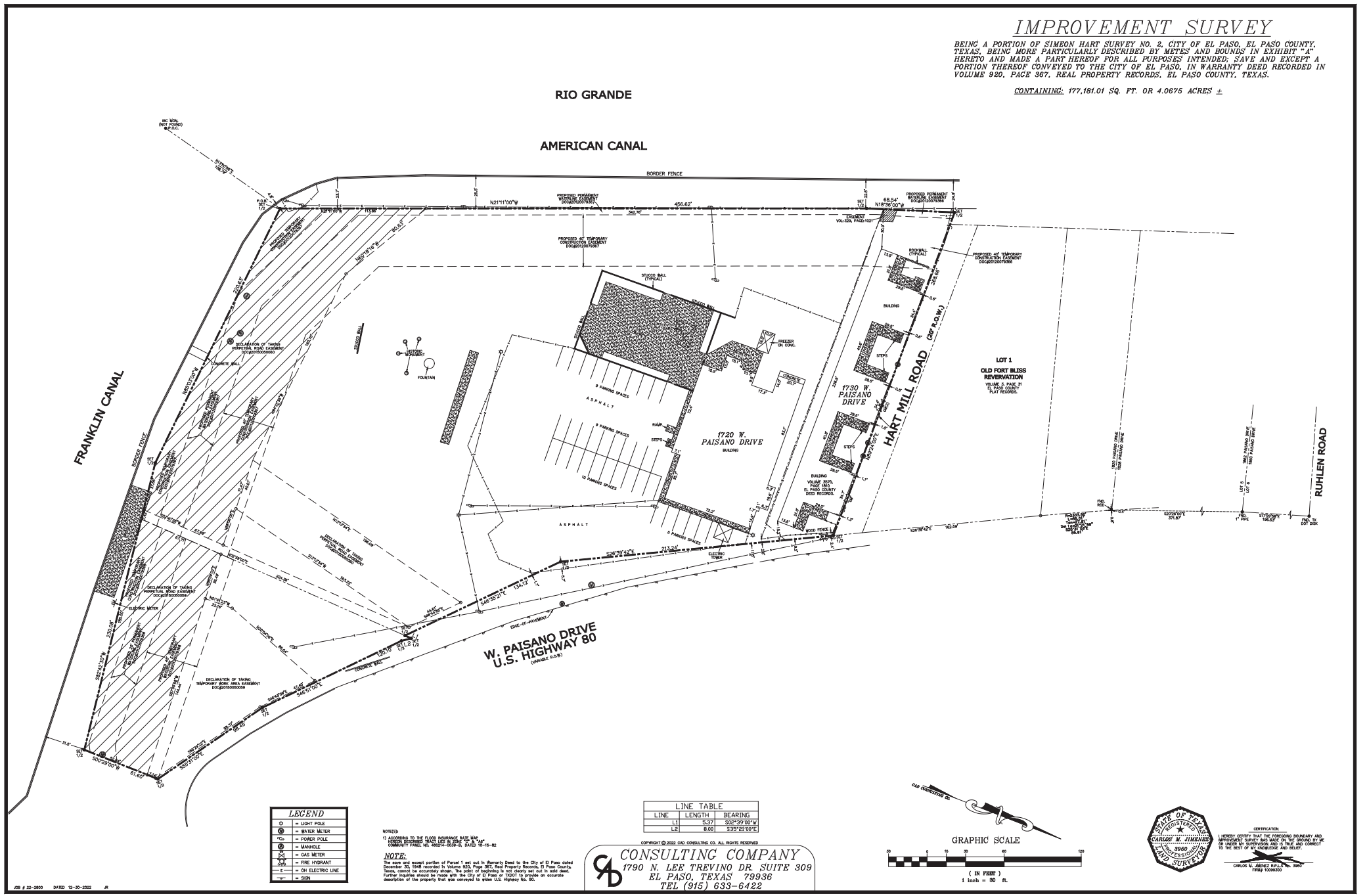


EXHIBIT "A"

IMPROVEMENT SURVEY

BEING A PORTION OF SIMEON HART SURVEY NO. 2, CITY OF EL PASO, EL PASO COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" HERETO AND MADE A PART HEREOF FOR ALL PURPOSES INTENDED; SAVE AND EXCEPT A PORTION THEREOF CONVEYED TO THE CITY OF EL PASO, IN WARRANTY DEED RECORDED IN VOLUME 920, PAGE 367, REAL PROPERTY RECORDS, EL PASO COUNTY, TEXAS.

CONTAINING: 177,181.01 SQ. FT. OR 4.0675 ACRES ±



LEGEND	
☼	= LIGHT POLE
WM	= WATER METER
PU	= POWER POLE
MH	= MANHOLE
GM	= GAS METER
FH	= FIRE HYDRANT
E	= OH ELECTRIC LINE
	= SIGN

LINE TABLE		
LINE	LENGTH	BEARING
L1	5.37'	S02°39'00"W
L2	8.00'	S35°21'00"E

NOTE(S)
1) ACCORDING TO THE FLOOD INSURANCE RATE MAP, HEREON DESCRIBED TRACT LIES IN ZONE "C" & "AE" COMMUNITY PANEL NO. 480214-0038-B, DATED 15-15-82

NOTE:
The save and except portion of Parcel 1 set out in Warranty Deed to the City of El Paso dated December 30, 1948 recorded in Volume 920, Page 367, Real Property Records, El Paso County, Texas, cannot be accurately shown. The point of beginning is not clearly set out in said deed. Further inquiries should be made with the City of El Paso or TXDOT to provide an accurate description of the property that was conveyed to sytem U.S. Highway No. 80.

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CONSULTING COMPANY
1790 N. LEE TREVINO DR. SUITE 309
EL PASO, TEXAS 79936
TEL (915) 633-6422

STATE OF TEXAS REGISTERED CARLOS M. JIMENEZ 3960 LICENSED LAND SURVEYOR

CERTIFICATION
I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND IMPROVEMENT SURVEY WAS MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CARLOS M. JIMENEZ R.P.L.S. No. 3960
FIRM# 100962500

JOB # 22-2800 DATED 12-30-2022 JR

EXHIBIT "A"

Being The South 1/2 Portion of
Lot 2, Old Fort Bliss
City of El Paso, El Paso County, Texas
January 31, 2023

METES AND BOUNDS DESCRIPTION
1820 W. Paisano Drive
Exhibit "A"

FIELD NOTE DESCRIPTION of the South 1/2 Portion of Lot 2, Old Fort Bliss, City of El Paso, El Paso County, Texas, being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found ½ inch rebar at the common boundary corner of Lots 1 and 2, Old Fort Bliss and the westerly right-of-way line of West Paisano Drive, same being the **POINT OF BEGINNING** of the herein described parcel;

THENCE, leaving said westerly right-of-way line and along the common boundary line of Lots 1 and 2, North 05°21'37" East, a distance of 224.41 feet to a set ½ inch rebar for corner along the common boundary line of Lot 2 and the American Canal;

THENCE, continuing along the common boundary line of American Canal and Lot 2, South 88°48'45" East, a distance of 54.90 feet to a set ½ inch rebar for corner at the common boundary corner of the American Canal and Lot 2;

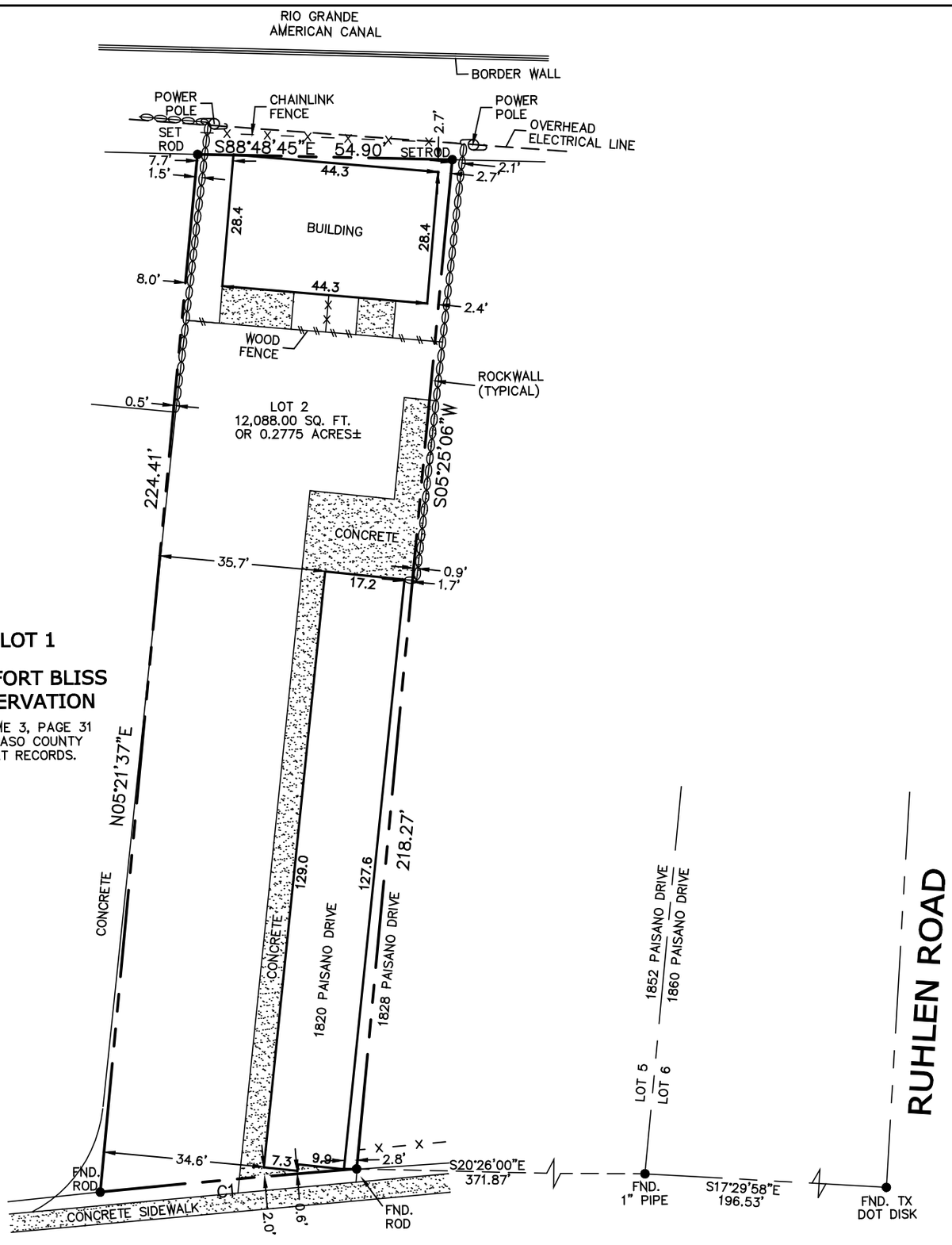
THENCE, leaving said American Canal, South 05°25'06" West, a distance of 218.27 feet to a found ½ inch rebar at the westerly right-of-way line of W. Paisano Drive;

THENCE, continuing along said westerly right-of-way line, 55.47 feet along the arc of a curve to the left whose radius is 2,333.50 feet, whose interior angle is 01°21'43", whose chord bears South 84°49'48" West, a distance of 55.47 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 12,088.00 square feet or 0.2775 acres of land more or less.

CAD Consulting Co.
1790 Lee Trevino Drive. Suite 309
El Paso, Texas 79936
(915) 633-6422
J:\M&B\2022\22-2801_1820 W. Paisano



EXHIBIT "A"



W. PAISANO DRIVE

CAD CONSULTING CO.

SCALE 1"=30'

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	55.47	2333.50	27.74	55.47	S84°49'48"W	01°21'43"

NOTE:
THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

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CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY SURVEY WAS MADE ON THE GROUND AND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THAT THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN HEREON.

STATE OF TEXAS
CARLOS M. JIMENEZ
3950
REGISTERED PROFESSIONAL LAND SURVEYOR

CARLOS M. JIMENEZ
R.P.L.S. No. 3950

JOB # 22-2801 DATE: 12-30-2022 FIELD: JM OFFICE: JR FILE: NET:\JORGE\2022\22-2801

LOCATED IN ZONE C PANEL # 480214-0039-B DATED 10-15-82

RECORDED IN VOLUME 6 PAGE 52 , PLAT RECORDS, EL PASO COUNTY, TX

1820 W. PAISANDO DRIVE
THE SOUTH 1/2 OF LOT 2
OLD FORT BLISS
CITY OF EL PASO, EL PASO COUNTY, TEXAS

CONSULTING COMPANY
1790 LEE TREVINO DRIVE SUITE 309
EL PASO, TEXAS 79936
(915) 633-6422

FIRM# 10099300

PROJECT DATA

BORDERLAND APARTMENTS:
-BUILDING AREA: 3,291 S.F. +/-
-TOTAL LAND AREA: 12,088 S.F. OR .227 ACRES +/-
-BUILDING COVERAGE: 27.2%
-NO. OF MULTI-FAMILY UNITS: 9
-PARKING SPACES: 9

HACIENDA APARTMENTS:
-BUILDING AREA: 6,727 S.F. +/-
-TOTAL LAND AREA: 14,374.8 S.F. OR .33 ACRES +/-
-BUILDING COVERAGE: 46%
-MULTI-FAMILY UNITS: 6 (CURRENTLY); 6 (PROPOSED)
-PARKING SPACES: 0 OFF STREET; 13 ON STREET (HART ST)

ABARA HOUSE BORDERLAND CENTER:
-BUILDING AREA:
-8,807 S.F. +/- (HABARA & BORDERLAND CENTER)
-6,650 S.F. +/- (COURTYARD)
-7,500 S.F. +/- (ABARA OFFICES-NEW CONSTRUCTION)
-TOTAL LAND AREA: 162,043.2 S.F. OR 3.72 ACRES +/-
-BUILDING COVERAGE: 14%
-PARKING SPACES: 41 OFF STREET; 27 ON STREET (PAISANO ST)

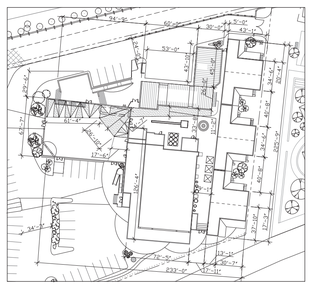
LAND USES
ABARA HOUSE & BORDERLAND CENTER
-20.02.270 Convention center
-Nightclub, bar, cocktail lounge
-Restaurant, sit down
-20.02642 Office, Professional
COURTYARD
-20.02.648 Open Space
ABARA OFFICES-NEW CONSTRUCTION
-20.02.642 - Office, professional
-20.02.664 - Other retail establishment (low-volume)
OPEN SUNKEN AMPHITHEATER
-20.02.648 Open Space

PARKING

	SUBDISTRICTS				
NUMBER OF SPACES	SD1	SD2	SD3	SD4	TOTAL PER PARKING CATEGORY
OFF STREET	9	0	24	17	50
ON STREET	0	13**	27***	0	40
TOTAL PER DISTRICT	**9**	**13**	**51**	**17**	**90**
BICYCLE PARKING	**3**	**3**	**3**	**0**	**9**

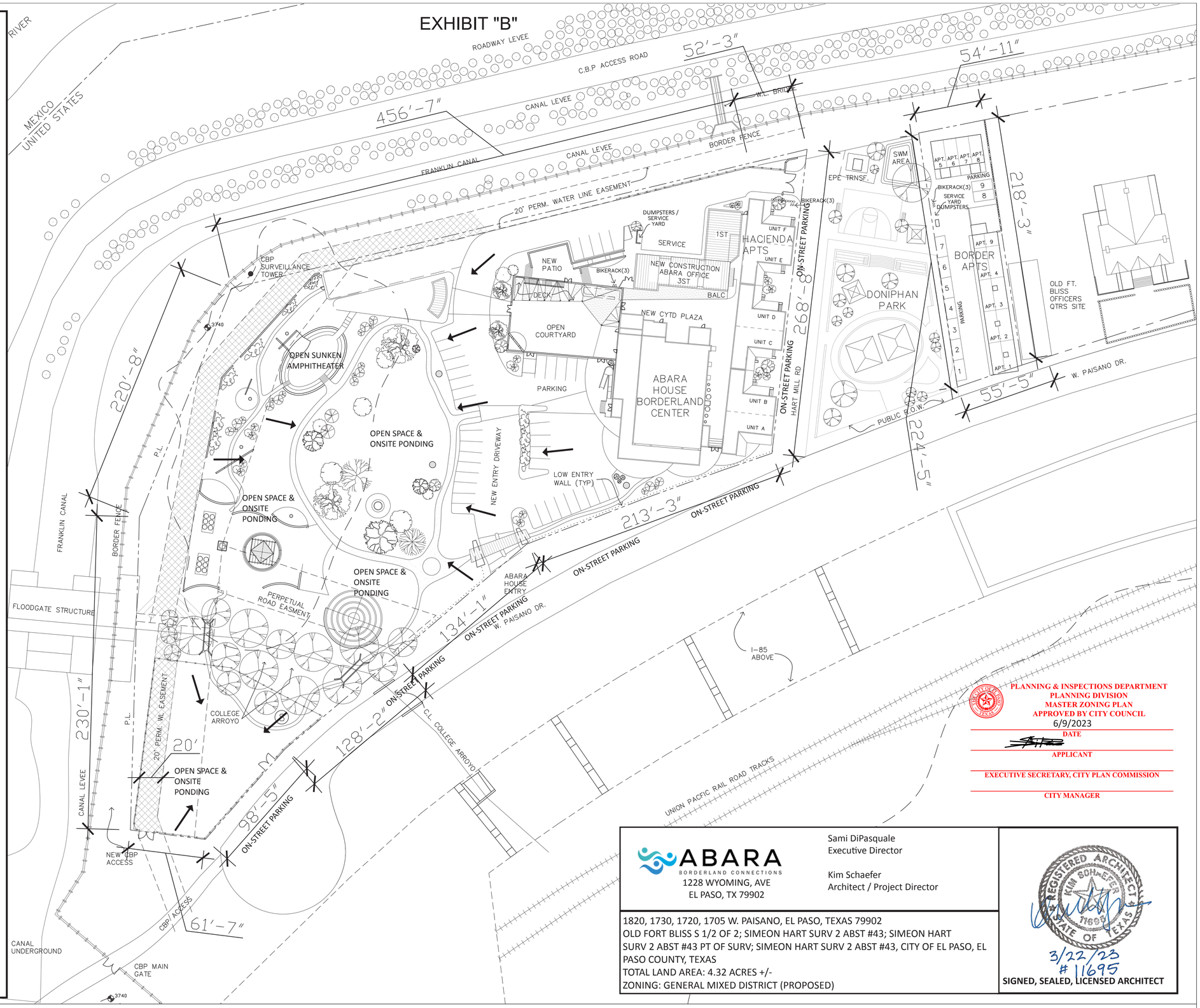
NOTES:
** PARKING ON ONE SIDE OF HART STREET (260' / 20')
***ASSUMES PARKING ALONG PAISANO; STILL NEEDS TO BE COORDINATED WITH TXDOT.

BUILDING DIMENSIONS



NOTES:
1. ACCORDING TO THE FLOOD INSURANCE RATE MAP HEREON DESCRIBED TRACT LIES IN ZONE "C" & A6" COMMUNITY PANEL NO. 480214-0039-B, DATED 10-15-82
2. EASEMENTS WILL BE VACATED THROUGH SUBDIVISION PLAT. ANY STRUCTURES SHOWN ON MZP WILL BE REMOVED IF EASEMENTS AREN'T VACATED.
3. SITE PLAN PROPOSES NO SIDEWALKS—WILL BE COORDINATED DURING SUBDIVISION PLAT.
4. STORMWATER WILL BE HANDLED THROUGH LOW-IMPACT DEVELOPMENT GREEN INFRASTRUCTURE STRATEGIES.
5. ON-STREET PARKING WILL BE COORDINATED WITH TXDOT.

EXHIBIT "B"



PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
MASTER ZONING PLAN
APPROVED BY CITY COUNCIL
6/9/2023
DATE

APPLICANT

EXECUTIVE SECRETARY, CITY PLAN COMMISSION

CITY MANAGER

ABARA
BORDERLAND CONNECTIONS
1228 WYOMING, AVE
EL PASO, TX 79902

Sami DiPasquale
Executive Director

Kim Schaefer
Architect / Project Director

1820, 1730, 1720, 1705 W. PAISANO, EL PASO, TEXAS 79902
OLD FORT BLISS S 1/2 OF 2; SIMEON HART SURV 2 ABST #43; SIMEON HART SURV 2 ABST #43 PT OF SURV; SIMEON HART SURV 2 ABST #43, CITY OF EL PASO, EL PASO COUNTY, TEXAS
TOTAL LAND AREA: 4.32 ACRES +/-
ZONING: GENERAL MIXED DISTRICT (PROPOSED)

REGISTERED ARCHITECT
KIM SCHAEFER
11695
STATE OF TEXAS
3/22/23
11695
SIGNED, SEALED, LICENSED ARCHITECT

ABARA HOUSE MASTER ZONING PLAN

N
0 20' 40' 80' 160'
SCALE = 1" = 40'
DATE: 16 MARCH 2023

EXHIBIT "C"

ABARA HOUSE

MASTER ZONING PLAN

Submitted to the City of El Paso Planning & Development Department
MARCH 22, 2023



PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
MASTER ZONING PLAN
APPROVED BY CITY COUNCIL

6/9/2023
DATE

APPLICANT

EXECUTIVE SECRETARY, CITY PLAN COMMISSION

CITY MANAGER

ABARA
BORDERLAND CONNECTIONS

gallinar
planning & development

ABARA HOUSE

MASTER ZONING PLAN





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Section One:

Introduction

ABARA HOUSE
MASTER ZONING PLAN

INTRODUCTION

Abara, located in central El Paso, Texas, was formed as a response to global migration in a polarizing world, and to the many requests from people across the globe seeking an immersive experience of the actual conditions and migration issues on the US-Mexico border.

The mission of Abara is to inspire connections across divides on the US-Mexico border and beyond by providing a restorative space for learning, engagement, and action. Abara cultivates an environment to engage in hard conversations and intentional listening to the often unheard stories of the borderlands. Abara equips visitors to improve the lives of migrants in their home communities, and works toward narrative, systems and personal transformation.

Abara works in 3 primary areas:

BORDER ENCOUNTERS – Three-day listening trips designed to amplify diverse perspectives while providing context for the people and issues behind the immigration headlines.

BORDER RESPONSE – Responding to emerging needs on both sides of the border. This includes serving as a resource hub for the local migrant shelter network, documenting stories, collecting supplies, mobilizing volunteers, facilitating micro-enterprise training, and offering leadership care and respite support.

ABARA HOUSE – The culmination of Abara's heartbeat involving whole property sustainable rehabilitation, new construction, and landscape renewal to create a beautiful Borderland Center.

Abara is a Semitic based word for crossing or river ford. It is the shallow place in a river that is a crossing in both directions, making Abara House the revitalization of a House of the Crossing for all.

THE PURPOSE OF THIS MASTER ZONING PLAN

Abara seeks to rezone four properties from M-2 (Manufacturing)-Historic to General Mixed-Used (GMU)-Historic. This document serves as the Master Zoning Plan (MZP) to fulfill the requirement of 20.02.562:

"Master zoning plan" means the conceptual site plan and narrative proposal submitted with an application for a mixed-use zoning district (RMU, GMU or IMU), that, if approved by city council, sets out the zoning regulations for the mixed-use district. The master zoning plan must show the proposed uses, lot sizes, setbacks, height of buildings and design standards for the entire development.



The parcels are located on West Paisano and consist of 4.07 acres. Currently the properties are vacant with the exception of the parcel at 1820 West Paisano which includes several small apartments.



Section Two:

MZP Report

MZP REPORT (SECTION 20.04.200 (5))

A written report shall accompany the MZP that describes the purpose, characteristics, components and timing of the proposed mix of land use within the development, and includes a general statement of how the development relates to the city's comprehensive plan. A detailed description shall be required for each proposed land use, identifying the permissible uses for any subdistrict within the mixed use district to determine compatibility of such uses within the mixed-use district.

WHAT IS THE ABARA HOUSE PROJECT?

The Abara House project located at the historic La Hacienda restaurant is an innovative and sustainable redevelopment of two properties. Abara, a 501c3 nonprofit organization, serves migrant communities on both sides of the border and offers educational opportunities highlighting voices and conditions in the Ciudad Juarez/El Paso region and beyond.

These properties, located adjacent to the Border Fence on one of the most historically significant sites of any international border, will be transformed over the next five years into a **Borderland Center**. The vision is a restorative and welcoming place that invites people to form connections across divides, while serving as a hub for the ever-growing, peace-building community seeking to engage in justice and healing while walking alongside migrant and asylum-seeking neighbors.

The nearly four-acre site is the historic crossing below the original fall line of the Rio Grande River -- one of the oldest known crossings of the river and an ancient indigenous pathway predating the Spanish colonization in 1598. This crossing later became a part of the famed Spanish colonial era "El Camino Real de Tierra Adentro", or Royal Road of the Interior, connecting Mexico City to the city of Santa Fe, NM, the mission that became the capital of New Spain.

In the mid-19th Century (1858), Simeon Hart, originally from New York State, acquired the land and built an adobe brick residence and grain mill (no longer in existence) on this site, creating a rich landscape of hospitality and "oasis" alongside the Rio Grande river in an otherwise dry and dusty land. Hart's Residence eventually became the regionally famed La Hacienda restaurant and bar with a much more utilitarian, partially paved landscape. The site also became the final location for multiple local, state, and national historic monuments and designations. Abara is planning through a restorative landscape design filled with gardens, shade, and flowing water, to recreate the oasis qualities of the former landscape in spaces designed to gather and honor the many voices that have crossed this land and continue to cross it.

VISION: To create a multi-use Borderland Center with urban gardens that serves as a central hub for learning, engagement, reflection and action. Abara House will engage the arts, culture, history, entertainment, and businesses across borders as we incorporate elements of food, hospitality, and enterprise including the following:

• **Cafe/Cantina**: coffee, food & drinks from regions experiencing instability .

• **Venue Space**: music, conferences, trainings, and celebrations especially in the outdoor courtyard and the historic La Hacienda building.

• **Marketplace**: handcrafted items for sale by migrants as an expansion of Abara's microenterprise program: Huellas.

• **Guesthouse**: a place to visit, stay and encounter the faces of the borderlands.

• **Gardens & Narrative Path**: create a renewed landscape of native plants and shade trees in an oasis-like environment. A narrative path of remembrance will guide guests through the story of the site, past historical markers and monuments with new installations that express the untold stories of the borderlands.

• **Outdoor Meeting Places**: a variety of spaces, courtyards, viewing terraces and decks formed by the buildings and plantings on the site.

• **History & Cultural Arts Space**: rotating history & art exhibits to explore the complexity of the borderlands.

• **Retreat Center & Border Chapel**: a sacred space for rest, study, and reflection.

Environmentally sustainable strategies will form the foundation of our redevelopment by focusing on water conservation, generating on-site renewable energy, sourcing local materials and labor, and recycling everything to create a place that is beautiful and restorative.

With the redevelopment of this remarkable historic site, Abara House will create new ways of "crossing" the Rio Grande in spite of the enormous barriers that separate each of us from one another.



WHY IS THIS SITE SO IMPORTANT?

Many cultures from ancient Indigenous communities to the Spanish colonists & Anglo settlers, Chinese laborers, enslaved African Americans and Buffalo Soldiers, Mexican families and Braceros, to the present day migrants, asylum seekers, and global refugees have crossed this land.

On this most neglected historical/cultural site of significance to both sides of the border, the Abara House property is the:

- Ancient, rocky & safe crossing point used for many millennium.
- Stop on **El Camino Real de Tierra Adentro** between Mexico City and present day Santa Fe NM.
- Campground or "paraje" of the **Paso del Norte** - the beginning of the El Paso/Juarez twin cities.
- Site designated as a High Potential Site by the **US National Park Service**, National Historic Trails office giving a priority to stewardship & restoration.
- Opportunity to reconnect to the greater **Camino Real** trail & historic preservation network on both sides of the border.
- Designated as an **UNESCO World Heritage Route** in Mexico with bi-national impact, with multiple sites along the way protected and being restored as historical and cultural landmarks & parks.
- Place to connect programmatically this site to other sections of the Camino Real trail in El Paso and to the **Chamizal National Memorial.**
- Future place of peace and healing to be preserved, celebrated and transformed.

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GENERAL DESIGN PRINCIPLES (DEVELOPMENT & BUILDING PERSPECTIVE)

Residential, General and Industrial Mixed Use Districts (RMU, GMU and IMU). Uses permitted in a mixed-use development are as approved by city council through a master zoning plan. A mixed-use development may be authorized to encourage use schemes such as but not limited to, residential, entertainment, medical, and employment centers. The following principles and requirements shall apply to a mixed-use development and shall serve as the basis for approval of a master zoning plan.

1. General Design Principles. These design principles shall serve as guidelines only, and compliance with any guideline within a mixed-use development shall be determined on a case by case basis as part of the master zoning plan and mixed use development plan approval. It is not intended that every mixed-use development conform to all or any set number of the enumerated design guidelines.

The Abara House Redevelopment meets the following Development & Building Perspectives:

A. Development Perspective.

1. That the natural infrastructure and visual character of the development area be retained as derived from existing topography, riparian corridors and other environmentally sensitive areas.

Abara House will utilize the existing topography with very little grading or modifications. The redevelopment plan includes the reinstitution of the existing arroyo and utilizing Low Impact Development technologies for stormwater drainage. The site plan illustrates the Contemplative Gardens and Monument Walk that recreates the historic landscape into a sustainable and restorative oasis environment.

2. That the development strategy utilized encourages infill and redevelopment in parity with new and existing neighborhoods.

The site is a historic property that has been overlooked for many years. The project will revitalize one of the region's most historic and culturally significant sites utilizing existing infrastructure. This infill project will also include a new building, new courtyards, and renovated spaces.

3. That natural or man-made green corridors and open space areas be used to define and connect neighborhoods to other facilities within the development, and that these areas allow for connectivity outside of the development where feasible.

Abara House will utilize the existing landscape--to include the arroyo--to reconnect this parcel to the existing surroundings. This includes recreating a connection to the Rio Grande, Ciudad Juarez, and the overall Paso del Norte region.

4. That neighborhoods be compact, pedestrian-friendly, and mixed use.

Project utilizes existing streets and parcel dimensions. The overall project envisions a mix of uses to include retail, residential, and office spaces. The proposed interior layout seeks to create pedestrian corridors that connect existing structures (Borderland Center and Hacienda Apartments) with the new construction of the Abara Office building, the Contemplative Gardens with Memorial Walk, and surrounding environments.

5. That civic, institutional and commercial activity be embedded, and not isolated, in the development.

The project includes civic uses by reinvigorating the existing Doniphan Park which is directly adjacent to the Abara House project. The proposed mixed-uses include nonprofit, for-profit, institutional, commercial, and residential activities.

GENERAL DESIGN PRINCIPLES
(DEVELOPMENT & BUILDING PERSPECTIVE)

6. That a range of open space including parks, squares, and playgrounds be distributed within the development.

The proposed site plan includes the Abara House, Contemplative Gardens and Monument Walk, Low Impact Development landscaping, the restoration of the arroyo, an Open Courtyard, and future landscaping underneath the Paisano overpass (still needs to be coordinated with TXDOT). And as stated, Doniphan Park will be reactivated with visitors, guests, employees, and staff of the Abara House.

7. That a development have sufficient size to accommodate the mixed-use concentration of uses.

The overall site is over 4 acres.

B. Building Perspective.

1. That the design of streets and buildings reinforce safe environments.

The project does not include any new streets and will utilize the existing infrastructure. The Hacienda and Border Apartments are street-oriented. The proposed landscaping that includes street trees and sidewalks create safe and pleasant pedestrian realms.

2. That architecture and landscape design grow from local climate, topography, history and building practice.

The site includes the historic Hacienda building which was the home of Simeon Hart. The project seeks to restore this building utilizing historic renovation best practices and to the US Secretary of the Interior Historic Preservation Rehabilitation Standards. New buildings will incorporate the Spanish and Pueblo style vernaculars but also include modern or contemporary insertions and art installations by regional and internationally known artists. Landscaping will include plant and tree palettes from the local climate. The project team is currently working with the National Park Service and National Historic Trails office to ensure that the historic and cultural assets of the site are preserved and enhanced.

3. That public gathering spaces be provided in locations that reinforce community identity.

Abara House will be a gathering space for all residents and visitors of the Paso del Norte region. Once renovated, Abara House will serve as source of pride and community identity. The facilities will include open spaces and gardens, rental facilities for events, and a cultural learning center that will reinforce the historic and cultural significance of the El Paso-Ciudad Juarez border region.

4. That the preservation and renewal of historic buildings be facilitated.

The site sits on one of the oldest known crossing of the Rio Grande River and is an ancient indigenous pathway. In 1598 the Spanish colonization began with the crossing by Don Juan Onate. The crossing became part of the “Camino Real de Tierra Adentro”, or Royal Road of the Interior connecting Mexico City to modern-day Santa Fe, NM, the capitol of New Spain. Much of West Paisano drive and the railroad tracks are built on the original Camino route. The Abara House project seeks to celebrate this rich culture and history through the redevelopment of the site and renovation of the old Hacienda building.

5. That principal buildings and facades, where possible, be located parallel to the frontage line to encourage a community-friendly environment.

The existing facade of the historic Hacienda building will be kept in tact and currently faces Paisano Drive. The existing apartment buildings will also remain and both are street-oriented facing Hart Mill Road and Paisano Drive.

GENERAL DESIGN ELEMENTS

General Design Elements. A mixed-use development is characterized by any combination of the design elements described below. These design elements shall serve as guidelines only, and compliance with any design element within a mixed-use development shall be determined on a case-by-case basis as part of the master zoning plan and mixed-use development plan approval. It is not intended that every mixed-use development conform to all or any set number of the enumerated design elements.

The Abara House Redevelopment meets the following General Design Elements:

1. A variety of housing types, jobs, shopping, services, and public facilities.

2. Natural features and undisturbed areas that are incorporated into the open space of the neighborhood.

3. Well-configured squares, plazas, greens, landscaped streets, preserves, greenbelts, or parks dedicated to the collective social activity, recreation, and visual enjoyment of the neighborhood.

4. Buildings, spaces, and other features that act as landmarks, symbols, and focal points for community identity.

5. Compatibility of buildings and other improvements as determined by their arrangement, bulk, form, character and landscaping to establish a livable and harmoı

ARCHITECTURAL OBJECTIVES

As part of the review of the mixed-use development plan the architectural design shall achieve the following objectives:

The Abara House Redevelopment meets the following Architectural Objectives:

1. Architectural compatibility.
2. Human scale design.
3. Integration of uses.
4. Buildings that relate to and are oriented toward the street and surrounding buildings.
5. Residential scale buildings in any mixed residential area.
6. Buildings that contain special architectural features to signify entrances to the mixed-use development.
7. Buildings that focus activity on a neighborhood open space, square or plaza.



PROPOSED TIMELINE and PHASING STRATEGY



PLAN EL PASO COMPATIBILITY



FUTURE LAND USE MAP (FLUM)

The Future Land Use Map from Plan El Paso designates the Abara House parcels as G-7 Industrial. Plan El Paso states the following regarding this FLUM designation:

This sector is essential to El Paso's economy; however, when an industrial use becomes obsolete, there can be the potential for mixed-use redevelopment of the site.

The Abara House project will convert this currently M-2 (Historic) zoned parcel into a General Mixed Use (GMU) development. This rezoning would satisfy the FLUM by converting an obsolete industrial use into a robust and vibrant mixed-use redevelopment.

☑ Abara House Project meets FLUM requirements.

PLAN EL PASO ELEMENTS

☑ ***Live and Work Closer Together: By designing communities to reduce unnecessary travel, the road and transit networks will be better able to handle future growth.***

Abara House proposes a mix of uses that include residential, commercial, office, and institutional. This will allow residents of the multi-family units to work and shop within walking distance to their homes.

☑ ***Protect Historic Neighborhoods: El Paso's older neighborhoods are a source of great pride . . . Many of these older neighborhoods have suffered from disinvestment. However, if protected, these neighborhoods are poised to serve generations of new residents due to their central locations.***

The various properties within this redevelopment project are in the Old Fort Bliss National historic district. Abara House will invest, protect, and promote this area as a newly revitalized project that enhances the region's history.

☑ ***Restore Close Connections with Juarez: Juarez and El Paso have grown together nearly as a single city, even though divided by the unfortunate 19th century selection of the Rio Grande / Rio Bravo as the national border. The restoration of that closeness is a fervent dream of the citizens of both sides of the border.***

The entire premise of the Abara House is to promote and celebrate the mutual connections, culture, and history with Ciudad Juarez. From a physical space perspective, Abara House's location directly on the border will serve to make these connections with the communities across the river.



Section Three:

MZP Regulations

20.04.200 Master zoning plan.

A. Master Zoning Plan (MZP).

As part of any zoning application for a mixed use district, a master zoning plan shall be required and shall accompany the application. The MZP shall provide sufficient details necessary about the proposed land uses and proposed development so that the El Paso City Council may determine their compatibility within the proposed district and the impact on the adjacent properties.

As part of the MZP, an application may propose and delineate subdistricts. A subdistrict is a geographic subcomponent of a larger mixed use district. Its purpose is to enable the incremental measurement and reconciliation of maximum dwelling units, density and other data required in the MZP to subsequent development. Where practical, a subdistrict's boundary should be consistent with natural geographic features, reflect man-made transitional barriers (such as roadways), or separate sharp changes in proposed land uses.

The Abara House contains four Subdistricts:
Subdistrict 1: Border Apartments
Subdistrict 2: Hacienda Apartments
Subdistrict 3: Abara House / Borderland Center (Includes Abara Offices—New Construction)
Subdistrict 4: Abara House Gardens

Submittal Requirements.

A. General Data Required for the Mixed Use District.

i. Legal description of area proposed to be developed or metes and bounds description of district;

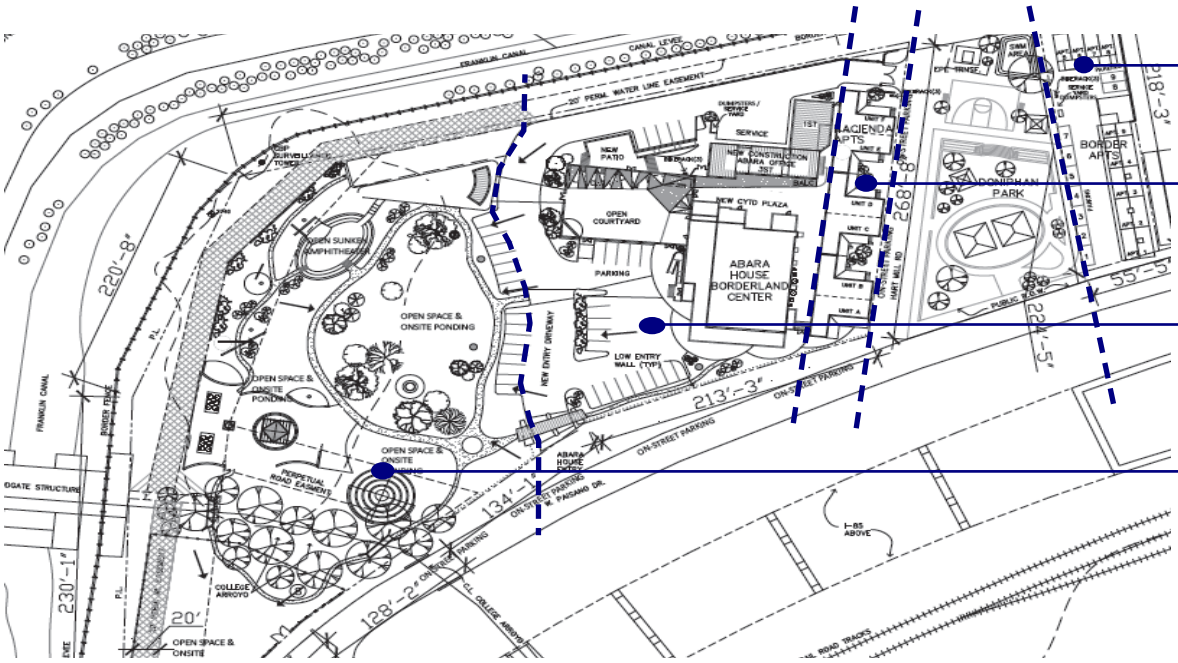
Subdistrict 1: OLD FORT BLISS S 1/2 OF 2
Subdistrict 2: SIMEON HART SURV 2 ABST #43
Subdistrict 3: SIMEON HART SURV 2 ABST #43 PT OF SURV
Subdistrict 4: SIMEON HART SURV 2 ABST #43

ii. Total acreage as depicted on a survey certified by a registered land surveyor;

Subdistrict 1: .27 Acres
Subdistrict 2: .33 Acres
Subdistrict 3: 1.80 Acres
Subdistrict 4: 1.92 Acres

iii. Maximum proposed total number of dwelling units for all residential land uses combined;

Subdistrict 1: Nine (9)
Subdistrict 2: Twelve 12
Subdistrict 3: Zero (0)
Subdistrict 4: Zero (0)



iv. Maximum proposed total floor area for all nonresidential land uses combined, expressed in square feet.

Subdistrict 1:	Non Applicable
Subdistrict 2:	Non Applicable
Subdistrict 3:	20,957 SQFT
-Abara House & Borderland Center:	8,807 SQFT
-Courtyard:	6,650 SQFT
-Abara Offices-New Construction:	7,500 SQFT
Subdistrict 4:	
- Open Air Chapel Pavillion	1,250 SQFT
- Chapel viewing terrace	7,400 SQFT
- West viewing terrace with Shade Structure	500 SQFT
-Terrace	4,500 SQFT
- Open sunken amphitheater	3,500 SQFT

B. General Data Required for Each Proposed Subdistrict.

i. Total acreage

Total Acreage:	4.4 Acres
-Subdistrict 1:	.35 Acres
-Subdistrict 2:	.33 Acres
-Subdistrict 3:	1.80 Acres
-Subdistrict 4:	1.92 Acres

ii. Maximum proposed total number of dwelling units for all residential land uses combined;

21 UNITS

iii. Maximum proposed floor area for all nonresidential land uses combined, expressed in square feet.

20,957 SQFT

C. Property Development Regulations Required per Subdistrict by Land Use Type.

i. Proposed acreages for each proposed land use, including parks, open space, buffer zones, trails and school sites (as applicable)

Residential:	.68 Acres
Commercial & Office:	1.80 Acres
Park:	0 Acres
Open Space:	1.92 Acres
Schools:	0 Acres

ii. Minimum and maximum lot coverages

Subdistrict 1:	Min: 42% Max: 50%
Subdistrict 2:	Min: 21% Max: 50%
Subdistrict 3:	Min:26% Max: 50%
Subdistrict 4:	Min 20% Max: 50%

iii. Minimum lot width

Subdistrict 1:	0 Feet
Subdistrict 2:	0 Feet
Subdistrict 3 & 4:	0 Feet

iv. Minimum lot depth

Subdistrict 1:	0 Feet
Subdistrict 2:	0 Feet
Subdistrict 3 & 4:	0 Feet

***v. Minimum building setbacks*:**

Subdistrict 1:

a) Front:	0 Feet
b) Rear:	0 Feet
c) Cumulative front and rear:	0 Feet
d) Side-interior:	0 Feet
e) Side-street:	0 Feet
f) Cumulative side setbacks:	0 Feet
g) Garage:	N/A
vi. Max Bldg height:	35 Feet
a) Primary structure(s):	Two (2)
b) Accessory structure:	Zero (0)

Subdistrict 2:

a) Front:	0 Feet
b) Rear:	0 Feet
c) Cumulative front and rear:	0 Feet
d) Side-interior:	0 Feet
e) Side-street:	0 Feet
f) Cumulative side setbacks:	0 Feet
g) Garage:	N/A
vi. Max Bldg Height:	35 Feet
a) Primary structure(s):	One (1)
b) Accessory structure:	Zero (0)

Subdistrict 3:

a) Front:	0 Feet
b) Rear:	0 Feet
c) Cumulative front and rear:	0 Feet
d) Side-interior:	0 Feet
e) Side-street:	N/A
f) Cumulative side setbacks:	0 Feet
g) Garage:	N/A
vi. Max Bldg Height:	35 Feet
New Construction:	40 Feet
Second level open deck with shade covering above the Open Courtyard:	35 Feet

Subdistrict 4:

a) Front:	0 Feet
b) Rear:	0 Feet
c) Cumulative front and rear:	0 Feet
d) Side-interior:	0 Feet
e) Side-street:	N/A
f) Cumulative side setbacks:	0 Feet
g) Garage:	N/A
vi. Maximum building height:	35 Feet
a) Primary structure(s):	One (1)
b) Accessory structure:	Zero (0)

vii. Maximum proposed density for each residential land use type expressed in dwelling units per gross acre of developable land.

Subdistrict 1:
27 units per acre. Site currently has nine units. Proposed development plan does not include adding any additional units.

Subdistrict 2:
36 units per acre. Site currently has six units. Proposed development plan includes adding another six units on top of the existing units/structure.

viii. Maximum proposed intensity for each nonresidential land use type expressed in floor area ratio (FAR).

Subdistrict 3:
50% FAR

Subdistrict 4:
50%

TABLE OF PERMISSIBLE USES

	SUBDISTRICTS			
USES	**SD1**	**SD2**	**SD3**	**SD4**
ACCESSORY DWELLING UNIT	P	P	P	P
APARTMENT (5 OR MORE UNITS)	P	P		
ART GALLERY	P	P	P	P
BAKERY	P	P	P	P
BALLROOM			P	
BANK			P	
BED AND BREAKFAST INN	P	P	P	P
BOOK STORE	P	P	P	P
BREAD MANUFACTURING			P	P
BREWERY			P	
CAFETERIA			P	P
CHURCH	P	P	P	P
CLINIC	P	P	P	
CONVENTION CENTER			P	P
CREDIT UNION	P	P	P	
DUPLEX	P	P		
FARMER'S MARKET	P	P	P	P
FLOWER SHOP	P	P	P	P
HARVESTING			P	P
HOBBY STORE	P	P	P	P
ICE CREAM PARLOR	P	P	P	P
INFILL DEVELOPMENT OVERLAY	P	P	P	P
LIVE WORK FLEX UNIT	P	P		
LOADING SPACES SERVING ANOTHER PROPERTY	P	P	P	P
MUSEUM	P	P	P	P
MUSIC STORE	P	P	P	P
NIGHTCLUB, BAR, COCKTAIL LOUNGE			P	P
OFFICE, BUSINESS	P	P	P	
OFFICE, PROFESSIONAL	P	P	P	
ONSITE PARKING	P	P	P	P
OPEN SPACE			P	P
OPEN SPACE (COMMON, PUBLIC, OR PRIVATE)			P	P
OTHER RETAIL ESTABLISHMENT (LOW-VOLUME)	P	P	P	P
PARKING REDUCTION	P	P	P	P
PARKING SPACES SERVING ANOTHER PROPERTY	P	P	P	P
PRINT AND COPY SHOP	P	P	P	P
PWSF (FACILITY MOUNTED)	P	P	P	P
PWSF (GROUND MOUNTED)	P	P	P	P
PWSF (ROOF MOUNTED)	P	P	P	P
RECREATION VEHICLE PARK			P	P
RESTAURANT (DRIVE IN OR WALK UP)	P	P	P	P
RESTAURANT (SIT DOWN)	P	P	P	P
SCHOOL (PRE-K-6)	P	P	P	P
SCHOOL SECONDARY	P	P	P	P
SCHOOL, ARTS & CRAFTS	P	P	P	
SOCIAL, FRATERNAL CLUB	P	P	P	P
SPECIALTY SHOP	P	P	P	P
STUDIO, DANCE	P	P	P	
STUDIO, PHOTOGRAPHY	P	P	P	
TEMPLE			P	P
THEATRE, PERFORMING			P	P
UNION HALL			P	
YOUTH ORGANIZATION	P	P	P	P

PROPOSED USES FOR ABARA CENTER AS PER APPENDIX A

ABARA HOUSE & BORDERLAND CENTER
- 20.02.270 – Convention Center
- Nightclub, bar, cocktail lounge
- Restaurant, sit down

20.02.642 Office, professional

COURTYARD
- 20.02.648 Open Space

ABARA OFFICES-NEW CONSTRUCTION
- 20.02.642 - Office, professional
- 20.02.664 - Other retail establishment (low-volume)

OPEN AIR CHAPEL
- 20.02.648 - Open space

CHAPEL TERRACE
- 20.02.648 - Open space

WEST VIEWING TERRACE
- 20.02.648 - Open space

TERRACE
- 20.02.648 - Open space

OPEN SUNKEN AMPHITHEATER
- 20.02.648 Open Space

PARKING DATA

PARKING CALCULATIONS BASED ON USE AND SQUARE FOOTAGE

ABARA HOUSE AND BORDER LAND CENTER					
USES	**SQUARE FOOTGAGE**	**MINIMUM**	**MAXIMUM**	**PROVIDED**	**DIFFERENCE**
CONVENTION CENTER	3,557	6	9		
NIGHTCLUB, BAR, COCKTAIL LOUNGE	2,200	15	22		
RESTAURANT (SIT DOWN)	1,850	13	19		
OFFICE, PROFESSIONAL	1,200	2	3		
TOTALS	**8,807**	**34**	**49**	**34**	**0**

ABARA OFFICES-NEW CONSTRUCTION					
USES	**SQUARE FOOTAGE**	**MINIMUM**	**MAXIMUM**	**PROVIDED**	**DIFFERENCE**
OFFICE, PROFESSIONAL	5,000	9	13		
OTHER RETAIL ESTABLISHMENT (LOW-VOLUME)	2,500	7	10		
TOTALS	**7,500**	**16**	**23**	**34**	**18**

BORDER APARTMENTS		**9 UNITS**			
USES		**REQUIRED**		**PROVIDED**	**DIFFERENCE**
ONE BEDROOM APARMENT		9		9	0

HACIENDA APARTMENTS		**12 UNITS**			
USES		**REQUIRED**		**PROVIDED**	**DIFFERENCE**
ONE BEDROOM APARMENT		18		13	5

GRAND TOTALS		**77**	**94**	**90**	**13**	
BICYCLE PARKING SPACES REQUIRED		**14**	**17**	**9**	**5**	**36%**

% REDUCTION REQUEST

ABARA PROJECT PARKING SPACES

	SUBDISTRICTS				
NUMBER OF SPACES	**SD1**	**SD2**	**SD3**	**SD4**	**TOTAL PER PARKING CATEGORY**
OFF STREET	9*	0	24	17	50
ON STREET	0	13**	27***	0	40
TOTAL PER DISTRICT	9	13	51	17	**90**

NOTES:
* ONE PARKING SPACE PER UNIT
** PARKING ON ONE SIDE OF HART STREET (260' / 20')
***ASSUMES PARKING ALONG PAISANO; STILL NEEDS TO BE COORDINATED WITH TXDOT.

PARKING INFORMATION

The Abara Project will provide a total of 90 parking spaces both on-street and off-street. The table above summarizes the parking calculations based on the uses that Abara will utilize at inception. Abara is also providing nine (9) bicycle spaces. We are requesting a 36% reduction in bicycle parking.

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Section Four:

Development Plan

DEVELOPMENT PLAN DESCRIPTION

The design concept shows the site bisected by a new entry drive into an active area on the north side (to the right) and a more contemplative/restorative area on the southern half (to the left). The active area is centered on the renovation of the historic Hacienda into the new Abara Borderland Center. This property will include a refreshed outdoor courtyard with second floor deck, new construction, and renovation of the apartments on the north side all linked by new shaded courtyards. Parking and a service support area on the west side of the courtyard will handle vehicular access and deliveries to Abara House. New curvilinear terraces wrap around the historic Hacienda building, connecting entry points to the walled outdoor venue courtyards, new alley courtyards and the renovated La Hacienda Apartments featuring our Welcome Center, guest apartments and retail spaces.

The garden side to the left, is designed as a place of contemplation and gathering featuring desert gardens, an ecumenical chapel area, and direct access to the adjacent 18' high Border Fence. Viewpoints and seating areas, plus a small amphitheater, are connected by gravel pathways celebrating the historic monuments, and the stories, peoples and cultures that have traversed this historic site for millennia. A defined entry sequence and gateway to the Abara House campus will follow the eastern property line and feature low adobe walls and dignified plantings of native trees and desert landscaping.

Existing Conditions



PROJECT DATA

BORDERLAND APARTMENTS:
-BUILDING AREA: 3,291 S.F. +/-
-TOTAL LAND AREA: 12,088 S.F. OR .227 ACRES +/-
-BUILDING COVERAGE: 27.2%
-NO. OF MULTI-FAMILY UNITS: 9
-PARKING SPACES: 9

HACIENDA APARTMENTS:
-BUILDING AREA: 6,727 S.F. +/-
-TOTAL LAND AREA: 14,374.8 S.F. OR .33 ACRES +/-
-BUILDING COVERAGE: 46%
-MULTI-FAMILY UNITS: 6 (CURRENTLY); 6 (PROPOSED)
-PARKING SPACES: 0 OFF STREET; 13 ON STREET (HART ST)

ABARA HOUSE BORDERLAND CENTER:
-BUILDING AREA:
-8,807 S.F. +/- (HABARA & BORDERLAND CENTER)
-6,650 S.F. +/- (COURTYARD)
-7,500 S.F. +/- (ABARA OFFICES-NEW CONSTRUCTION)
-TOTAL LAND AREA: 162,043.2 S.F. OR 3.72 ACRES +/-
-BUILDING COVERAGE: 14%
-PARKING SPACES: 41 OFF STREET; 27 ON STREET (PAISANO ST)

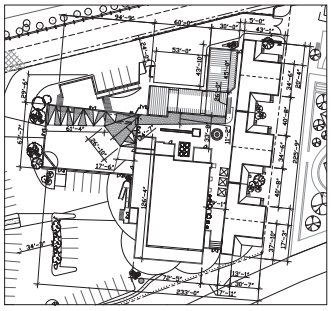
LAND USES
ABARA HOUSE & BORDERLAND CENTER
-20.02.270 Convention center
-Nightclub, bar, cocktail lounge
-Restaurant, sit down
-20.02642 Office, Professional
COURTYARD
-20.02.648 Open Space
ABARA OFFICES-NEW CONSTRUCTION
-20.02.642 - Office, professional
-20.02.664 - Other retail establishment (low-volume)
OPEN SUNKEN AMPHITHEATER
-20.02.648 Open Space

PARKING

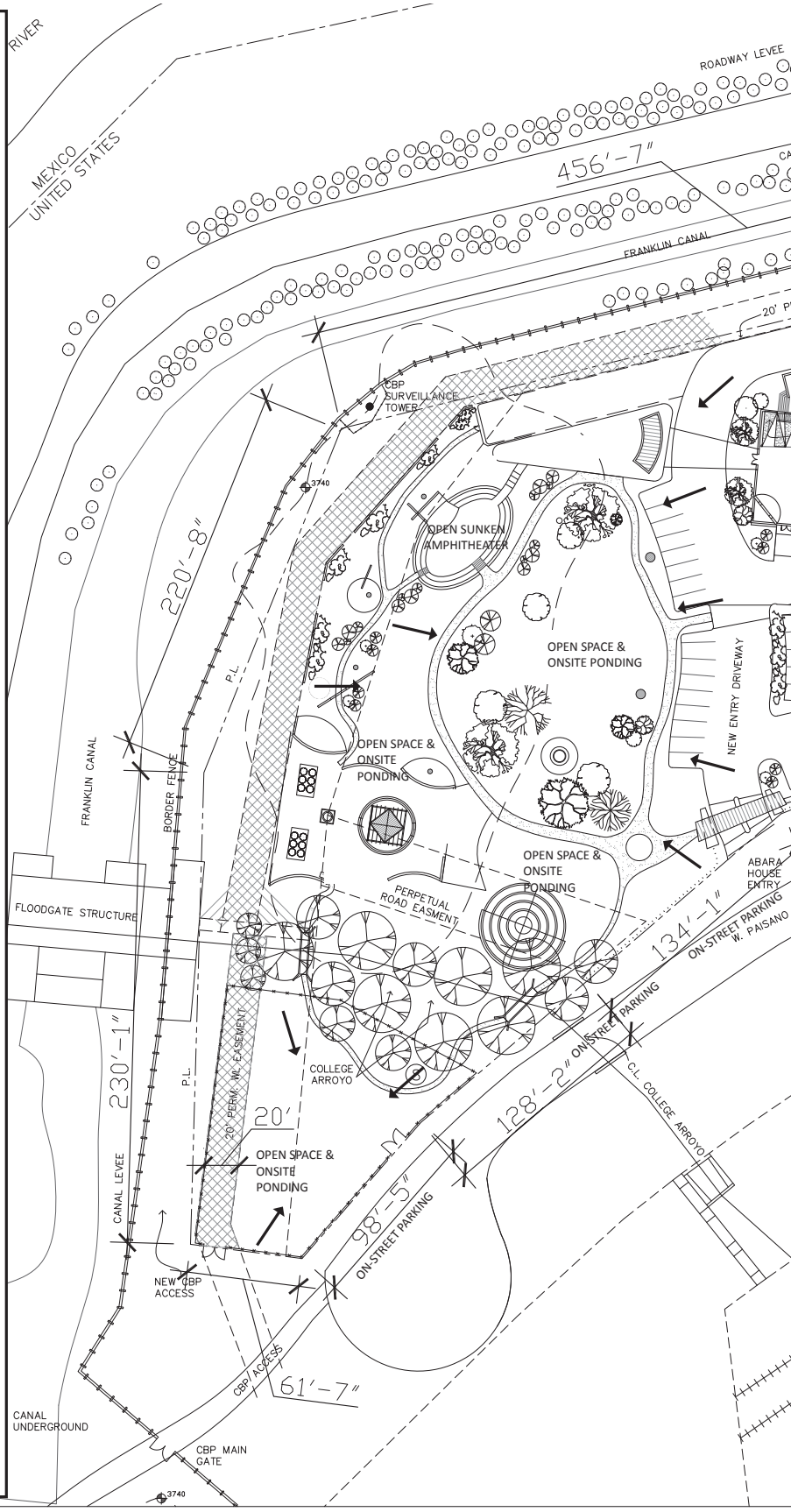
	SUBDISTRICTS				
NUMBER OF SPACES	SD1	SD2	SD3	SD4	TOTAL PER PARKING CATEGORY
OFF STREET	9	0	24	17	50
ON STREET	0	13**	27***	0	40
TOTAL PER DISTRICT	**9**	**13**	**51**	**17**	**90**
BICYCLE PARKING	**3**	**3**	**3**	**0**	**9**

NOTES:
** PARKING ON ONE SIDE OF HART STREET (260' / 20')
***ASSUMES PARKING ALONG PAISANO; STILL NEEDS TO BE COORDINATED WITH TXDOT.

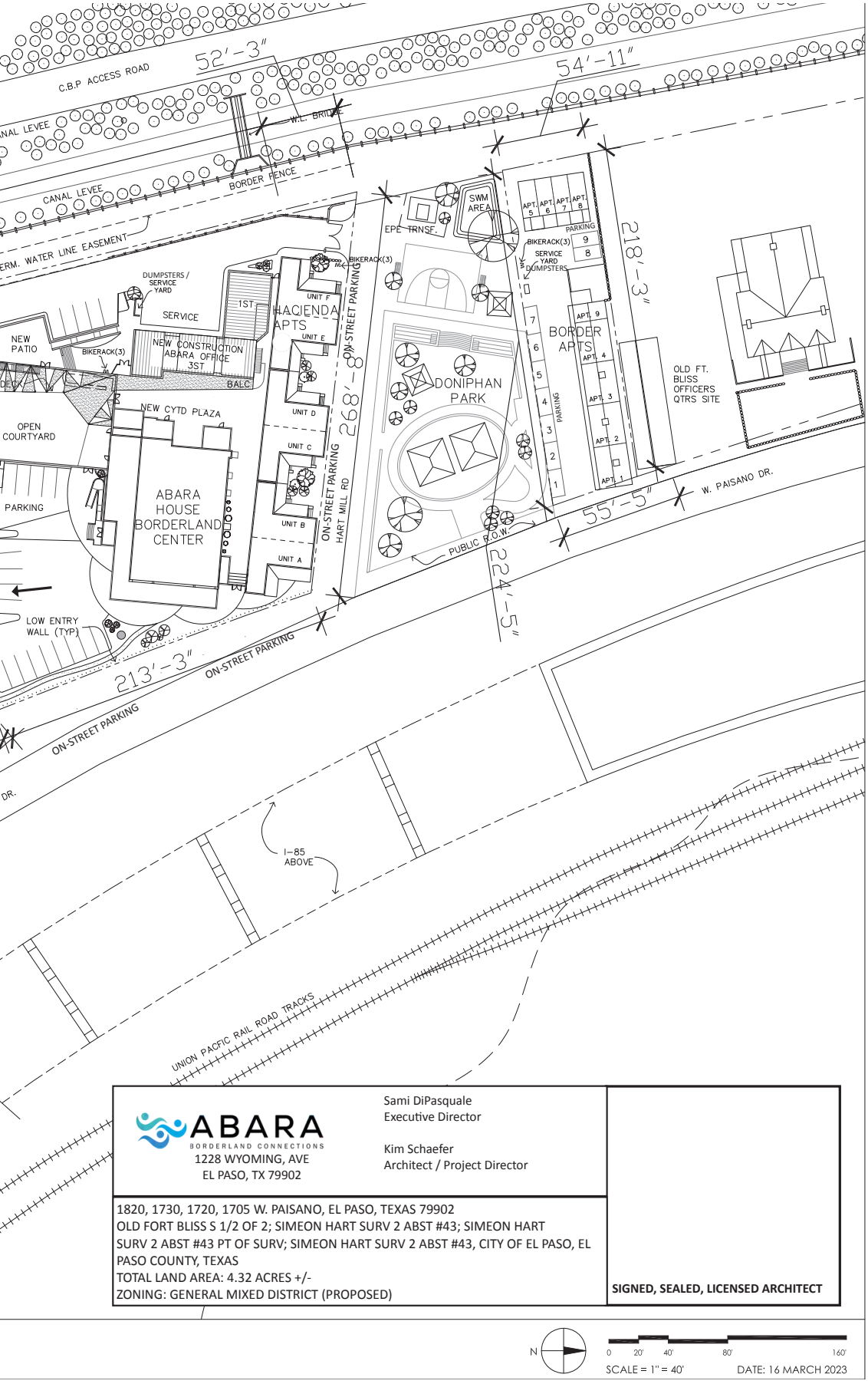
BUILDING DIMENSIONS



NOTES:
1. ACCORDING TO THE FLOOD INSURANCE RATE MAP HEREON DESCRIBED TRACT LIES IN ZONE "C" & A6" COMMUNITY PANEL NO. 480214-0039-B, DATED 10-15-82
2. EASEMENTS WILL BE VACATED THROUGH SUBDIVISION PLAT. ANY STRUCTURES SHOWN ON MZP WILL BE REMOVED IF EASEMENTS AREN'T VACATED.
3. SITE PLAN PROPOSES NO SIDEWALKS—WILL BE COORDINATED DURING SUBDIVISION PLAT.
4. STORMWATER WILL BE HANDLED THROUGH LOW-IMPACT DEVELOPMENT GREEN INFRASTRUCTURE STRATEGIES.
5. ON-STREET PARKING WILL BE COORDINATED WITH TXDOT.



ABARA HOUSE MASTER ZONING PLAN



ABARA
BORDERLAND CONNECTIONS
1228 WYOMING, AVE
EL PASO, TX 79902

Sami DiPasquale
Executive Director

Kim Schaefer
Architect / Project Director

1820, 1730, 1720, 1705 W. PAISANO, EL PASO, TEXAS 79902
OLD FORT BLISS S 1/2 OF 2; SIMEON HART SURV 2 ABST #43; SIMEON HART SURV 2 ABST #43 PT OF SURV; SIMEON HART SURV 2 ABST #43, CITY OF EL PASO, EL PASO COUNTY, TEXAS
TOTAL LAND AREA: 4.32 ACRES +/-
ZONING: GENERAL MIXED DISTRICT (PROPOSED)

SIGNED, SEALED, LICENSED ARCHITECT

N

0 20' 40' 80' 160'

SCALE = 1" = 40'

DATE: 16 MARCH 2023

RENDERING OF DEVELOPMENT PLAN




Subdistrict 1:
Border Apartments
BORDER FENCE
Abara House
Subdistrict 2:
Hacienda Apartments
Subdistrict 3:
Abara House /
Borderland Center /
Abara Offices
(New Construction)
I-85 ABOVE
UNION PACIFIC

ABARA HOUSE

MASTER ZONING PLAN

Sami DiPasquale
Executive Director

Kim Schaefer
Architect / Project Director

www.abara.org

Carlos Gallinar, AICP, CNU-a
Principal & Owner

www.gallinar-planning.com

West Paisano Drive

City Plan Commission — May 4, 2023 ***REVISED***

CASE NUMBER:	**PZRZ23-00005**
CASE MANAGER:	Luis Zamora, (915) 212-1552, ZamoraLF@elpasotexas.gov
PROPERTY OWNER:	Abara Property Holdings I LLC & Abara Property Holdings II LLC
REPRESENTATIVE:	Gallinar Planning & Development, Carlos Gallinar
LOCATION:	1708, 1720, 1730, and 1820 W. Paisano Dr. (District 8)
PROPERTY AREA:	4.07 Acres
REQUEST:	Rezone from M-2 (Heavy Manufacturing) and M-2/h (Heavy Manufacturing/historic) to G-MU (General Mixed Use) and G-MU/h (General Mixed Use/historic)
RELATED APPLICATIONS:	None
PUBLIC INPUT:	One (1) email in opposition received as of May 4, 2023

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from M-1 (Light Manufacturing) and M-1/h (Light Manufacturing/historic) to G-MU (General Mixed Use) and G-MU/h (General Mixed Use/historic) and approval of a Master Zoning Plan to allow for a mixed-use development

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL WITH CONDITION** of the rezoning request and master zoning plan. The proposed development is in character with other uses in its proximity and is in keeping with the policies of the G-7, Industrial and/or Railyards Land Use Designation of *Plan El Paso*, the City's adopted Comprehensive Plan. The condition is as follows:

> *Prior to issuance of any certificates of occupancy, a sidewalk along Paisano Drive abutting the subject property must be provided in accordance with Title 19 of the El Paso City Code.*

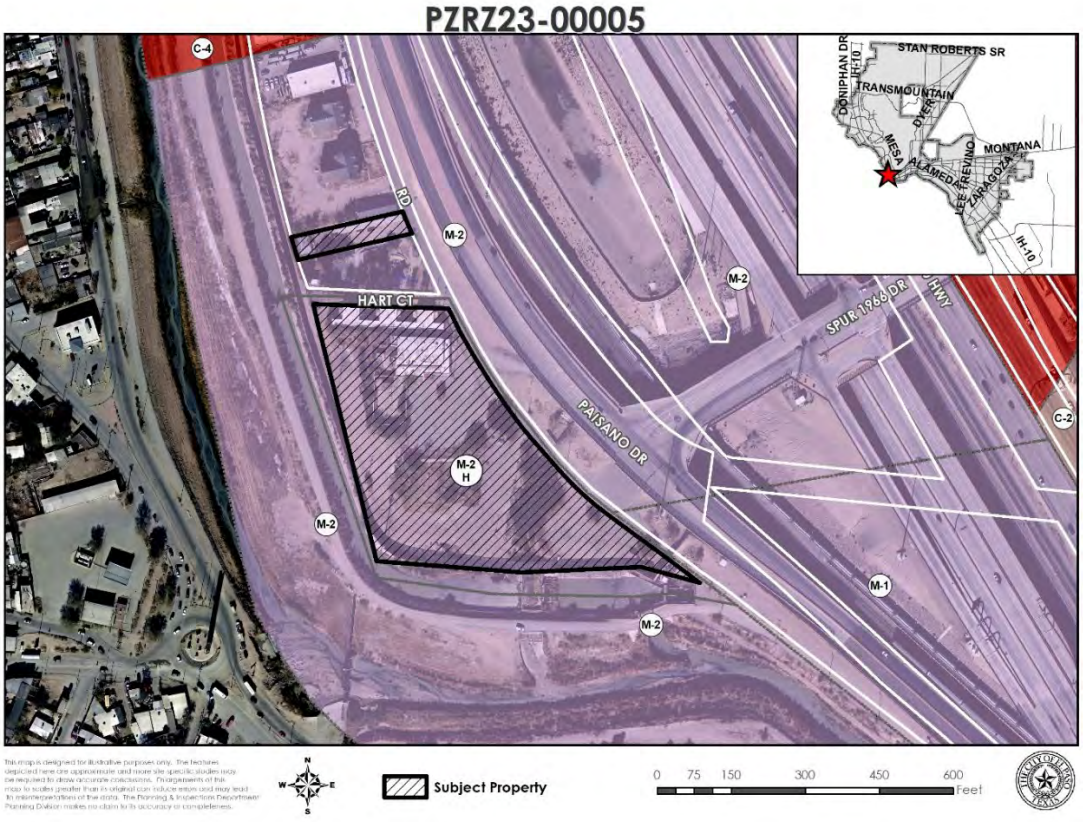


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from M-1 (Light Manufacturing) and M-1/h (Light Manufacturing/historic) to G-MU (General Mixed Use) and G-MU/h (General Mixed Use/historic) and approval of a Master Zoning Plan to allow for a mixed-use development consisting of convention center, night club, bar, retail, offices, restaurant, and multifamily uses. The Master Zoning Plan depicts the 4.07-acre proposed layout consisting of rehabilitating the historic designated structures supplemented by new construction. The proposed development is divided into four (4) special districts, each with its own set of standards and allowed uses (shown in the MZP Report in Attachment 3). The proposed development provides fifty (50) vehicular parking spaces located within the subject property in addition to forty (40) vehicular spaces located on the street available for the proposed uses, along with nine (9) bicycle spaces to meet the require parking calculations. Open space is distributed throughout the development with such areas to be utilized as on-site ponding. Buildings range in height from approximately eleven feet (11') to twenty-seven feet (27'). Access is provided from Paisano Drive.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed mixed-use development is in character with the surrounding neighborhood. Properties to the north are zoned M-2 (Heavy Manufacturing) and C-4 (Commercial) consisting of vacant multifamily buildings, contractor yard, and building material sales. To the east, the property is bordered by railroad lines as well as Interstate Highway 10, while the west and south is bordered by the Rio Grande River and international border with Mexico. The closest school is Mesita Early Childhood Development at Vilas Elementary School within 1.03 miles and the closest park is Doniphan Park adjacent to the subject property.

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: **G-7, Industrial:** This sector applies to industrial parks, large free-standing industrial uses, refineries, non-military airfields, trucking terminals, and mines, all on large tracts in areas dominated by vehicles. This sector is essential to El Paso's economy; however, when an industrial use becomes obsolete, there can be potential for mixed-use redevelopment of the site. This sector also includes the existing rail yards which could be redeveloped as mixed-use communities if the rail yards were moved out of town.	Yes. The G-MU (General Mixed Use) zone district is compatible with the designated future land use map and will allow the subject property to be redeveloped to provide a mix of uses on an obsolete industrial-zoned area.
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **G-MU (General Mixed Use):** The purpose of this district is to accommodate, encourage and promote innovatively designed developments involving the combining and mixing of uses allowed in various zoning districts with appropriate regulations, which together form an attractive and harmonious unit of the city. The regulations of this district are intended to allow for large-scale developments that are able to function as individual neighborhoods or an integrated collection (two or more) of individual neighborhoods supported by civic, commercial and recreational uses; as small-scale developments requiring flexibility because of unique design characteristics; or as transitional areas between dissimilar land uses. It is intended that the district	Yes. The proposed zoning district is compatible with the nearby M-2 (Heavy Manufacturing) and C-4 (Commercial) zoning districts and will provide a mixture of more uses in the area.

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
regulations permit flexibility and encourage more creative, efficient and aesthetically desirable design and placement of land uses.	
Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.	Yes. The subject property is located along a portion of Paisano Drive classified as a Major Arterial as per the City's Major Thoroughfare Plan (MTP). Furthermore, the property is at a block terminus and will not result in zoning district located midblock.
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	The subject property is partially located within a historic district and any development is subject to approval from the Historic Landmark Commission (HLC) and any applicable design guidelines.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	No adverse effects are anticipated.
Natural Environment: Anticipated effects on the natural environment.	There are no anticipated effects to the natural environment.
Stability: Whether the area is stable or in transition.	The area is stable with no rezonings in the proximity having happened within the last ten (10) years.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	Property is not suitable for manufacturing uses due to infrastructure. The property and area have seen a decline in operations.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property is located along a portion of Paisano Drive, which is classified as a Major Arterial further connecting to the portion of Paisano Drive designated as freeway per the City's MTP. The classification of the road is appropriate to serve the proposed mixed-use development. Moreover, Paisano Drive is under jurisdiction of the Texas Department of Transportation (TxDOT) and has recently been paved. While sidewalks are non-existent along Paisano Drive throughout the subject property, it will be required to be installed during any new construction. The closest bus route is located along Porfirio Diaz Street about 0.84 miles away to the west.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: There are no adverse comments from reviewing departments.

PUBLIC COMMENT: The subject property is located within the boundaries of Upper Valley Neighborhood Association which was notified of the rezoning request by the applicant. Public notice was sent to all property owners within 300 feet of subject property on April 21, 2023. As of April 27, 2023, the Planning Division has not received any communication in support or opposition to the request.

RELATED APPLICATIONS: None.

CITY PLAN COMMISSION OPTIONS:

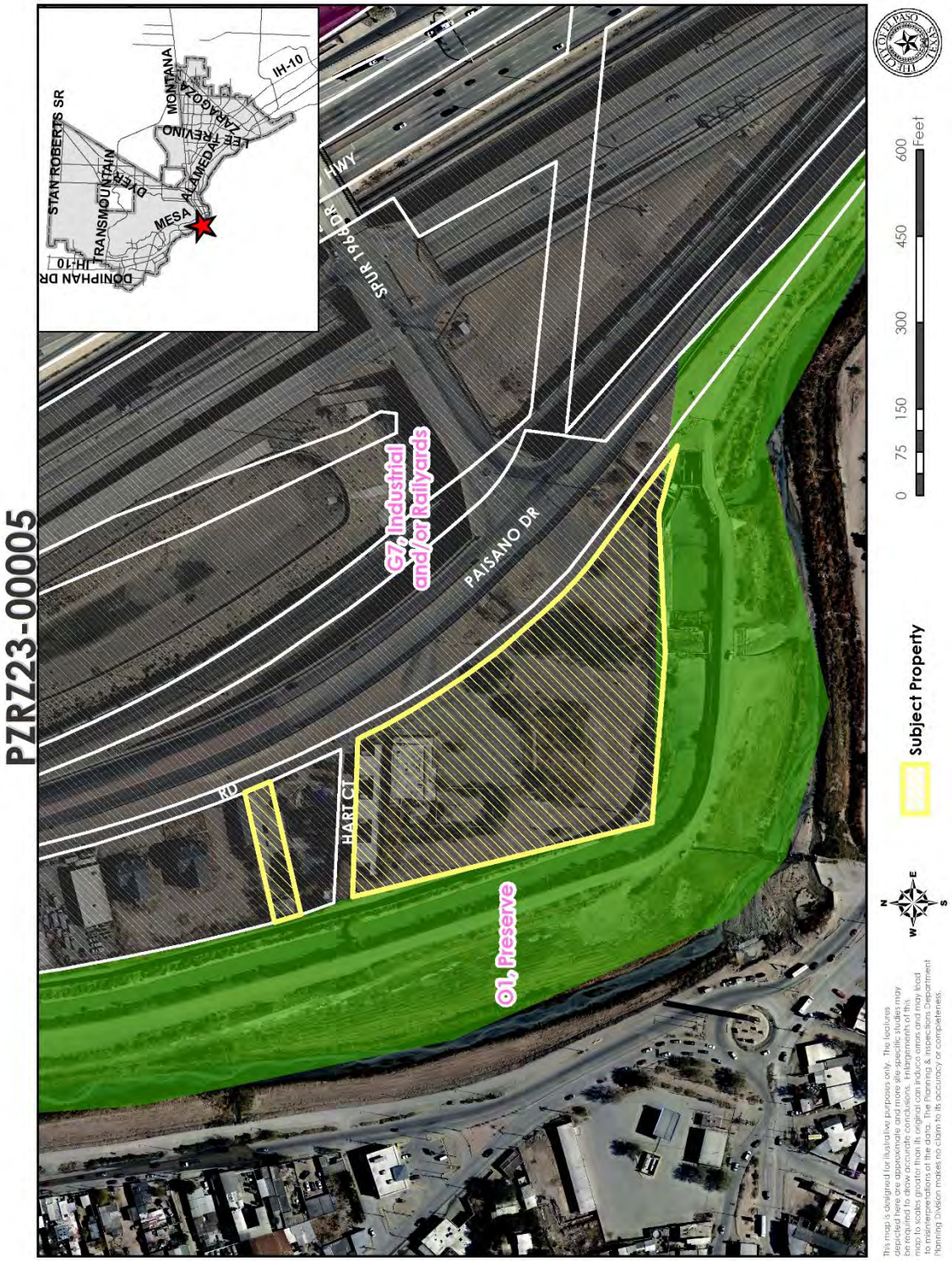
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

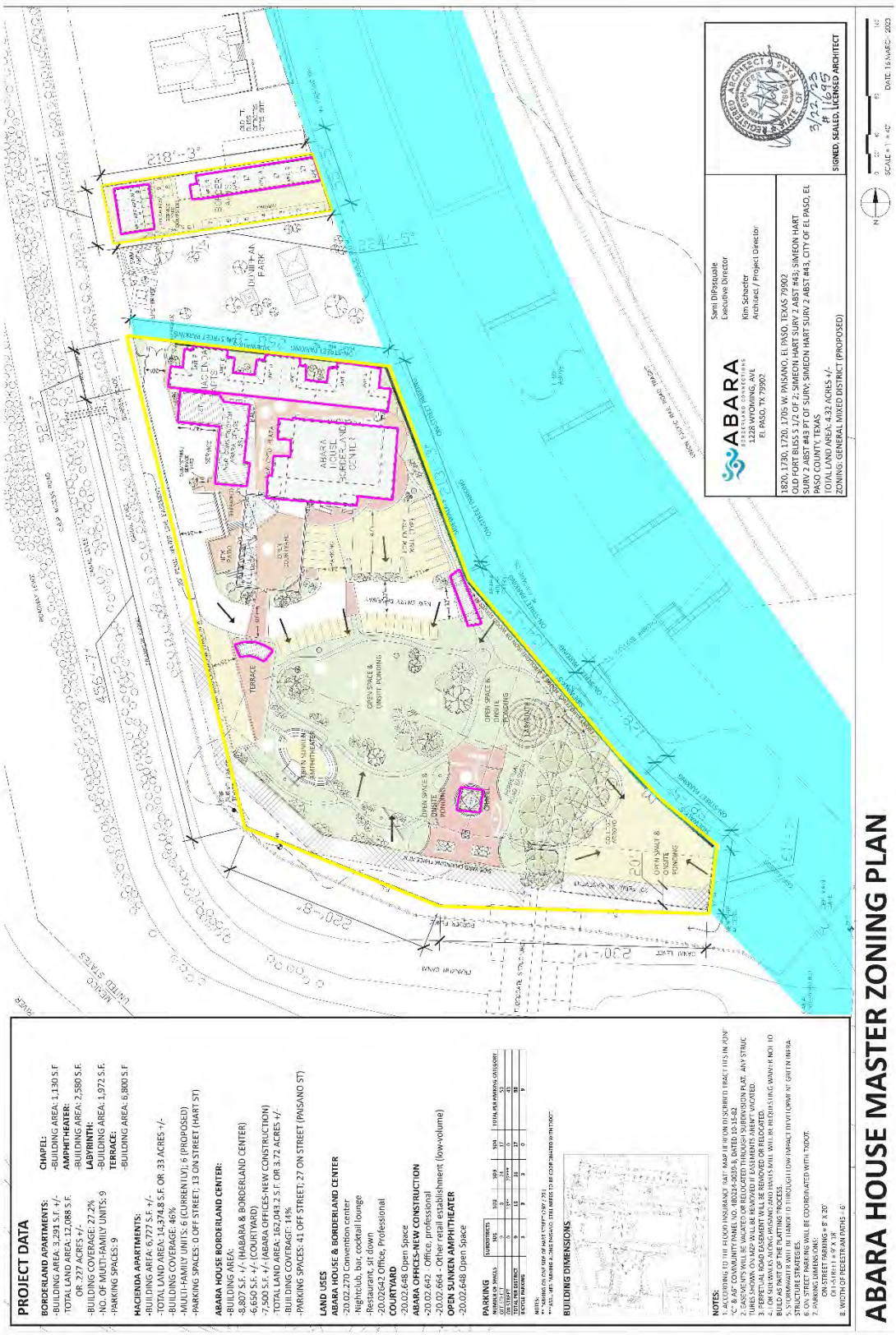
ATTACHMENTS:

1. Future Land Use Map
2. Master Zoning Plan
3. Master Zoning Plan Report
4. Department Comments
5. Neighborhood Notification Boundary Map
6. Email in opposition

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3

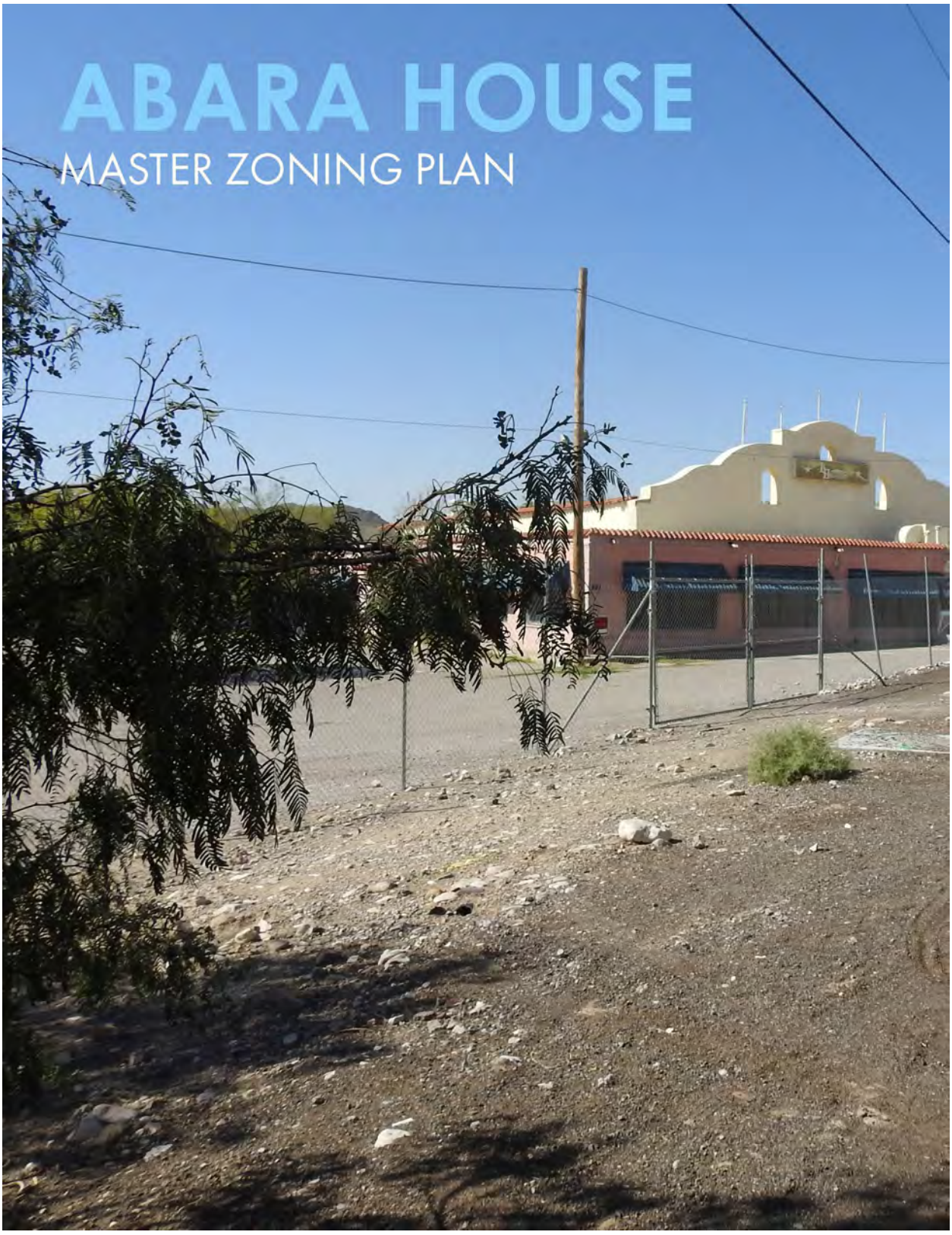
ABARA HOUSE

MASTER ZONING PLAN



ABARA
BORDERLAND CONNECTIONS

gallinar
planning & development


ABARA HOUSE
MASTER ZONING PLAN



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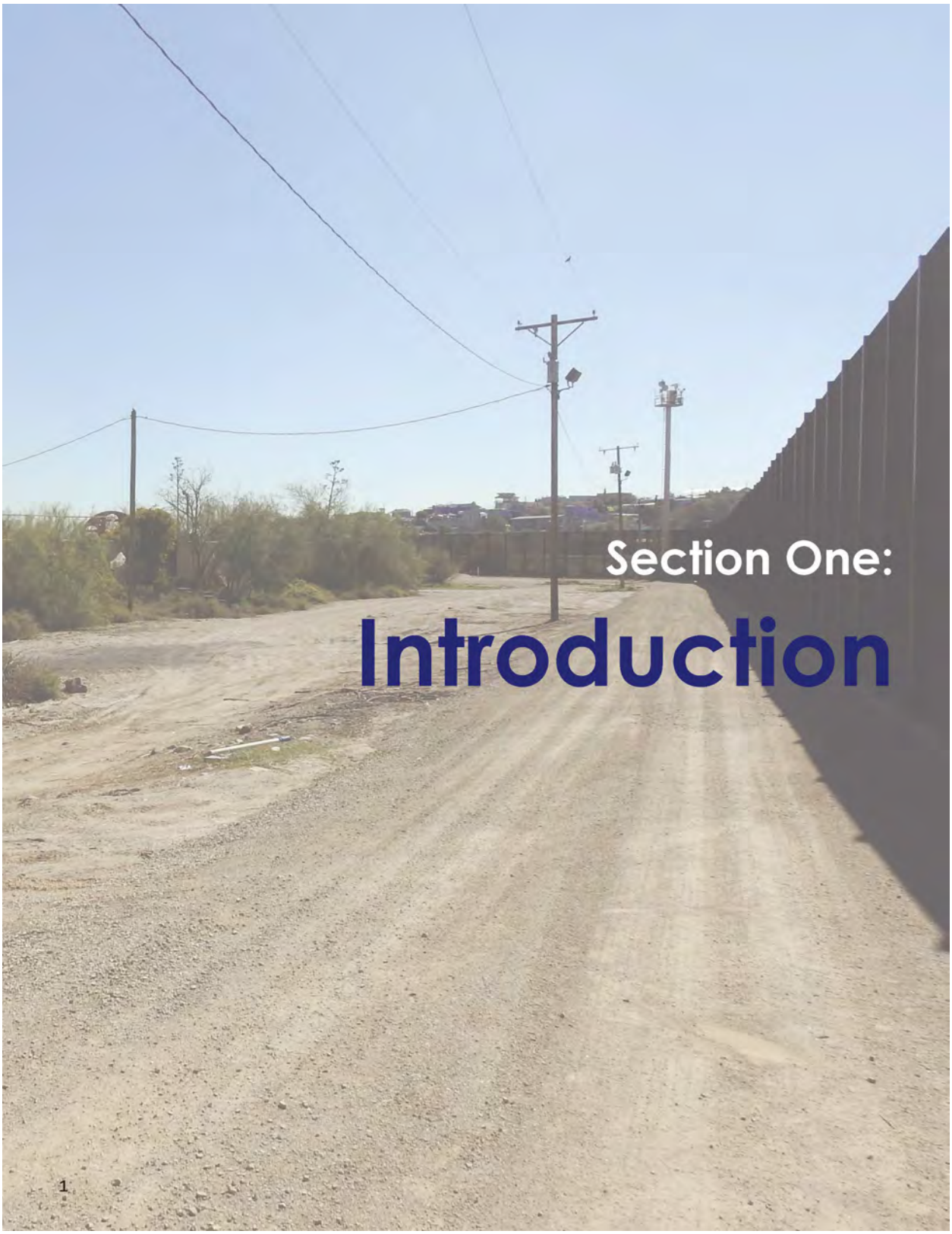
Section One:
Introduction
1

ABARA HOUSE
MASTER ZONING PLAN

INTRODUCTION

Abara, located in central El Paso, Texas, was formed as a response to global migration in a polarizing world, and to the many requests from people across the globe seeking an immersive experience of the actual conditions and migration issues on the US-Mexico border.

The mission of Abara is to inspire connections across divides on the US-Mexico border and beyond by providing a restorative space for learning, engagement, and action. Abara cultivates an environment to engage in hard conversations and intentional listening to the often unheard stories of the borderlands. Abara equips visitors to improve the lives of migrants in their home communities, and works toward narrative, systems and personal transformation.

Abara works in 3 primary areas:

BORDER ENCOUNTERS – Three-day listening trips designed to amplify diverse perspectives while providing context for the people and issues behind the immigration headlines.

BORDER RESPONSE – Responding to emerging needs on both sides of the border. This includes serving as a resource hub for the local migrant shelter network, documenting stories, collecting supplies, mobilizing volunteers, facilitating micro-enterprise training, and offering leadership care and respite support.

ABARA HOUSE – The culmination of Abara's heartbeat involving whole property sustainable rehabilitation, new construction, and landscape renewal to create a beautiful Borderland Center.

Abara is a Semitic based word for crossing or river ford. It is the shallow place in a river that is a crossing in both directions, making Abara House the revitalization of a House of the Crossing for all.

THE PURPOSE OF THIS MASTER ZONING PLAN

Abara seeks to rezone four properties from M-2 (Manufacturing)-Historic to General Mixed-Used (GMU)-Historic. This document serves as the Master Zoning Plan (MZP) to fulfill the requirement of 20.02.562:

"Master zoning plan" means the conceptual site plan and narrative proposal submitted with an application for a mixed-use zoning district (RMU, GMU or IMU), that, if approved by city council, sets out the zoning regulations for the mixed-use district. The master zoning plan must show the proposed uses, lot sizes, setbacks, height of buildings and design standards for the entire development.



The parcels are located on West Paisano and consist of 4.07 acres. Currently the properties are vacant with the exception of the parcel at 1820 West Paisano which includes several small apartments.



Section Two:

MZP Report

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MZP REPORT (SECTION 20.04.200 (5))

A written report shall accompany the MZP that describes the purpose, characteristics, components and timing of the proposed mix of land use within the development, and includes a general statement of how the development relates to the city's comprehensive plan. A detailed description shall be required for each proposed land use, identifying the permissible uses for any subdistrict within the mixed use district to determine compatibility of such uses within the mixed-use district.

WHAT IS THE ABARA HOUSE PROJECT?

The Abara House project located at the historic La Hacienda restaurant is an innovative and sustainable redevelopment of two properties. Abara, a 501c3 nonprofit organization, serves migrant communities on both sides of the border and offers educational opportunities highlighting voices and conditions in the Ciudad Juarez/El Paso region and beyond.

These properties, located adjacent to the Border Fence on one of the most historically significant sites of any international border, will be transformed over the next five years into a **Borderland Center**. The vision is a restorative and welcoming place that invites people to form connections across divides, while serving as a hub for the ever-growing, peace-building community seeking to engage in justice and healing while walking alongside migrant and asylum-seeking neighbors.

The nearly four-acre site is the historic crossing below the original fall line of the Rio Grande River -- one of the oldest known crossings of the river and an ancient indigenous pathway predating the Spanish colonization in 1598. This crossing later became a part of the famed Spanish colonial era "El Camino Real de Tierra Adentro", or Royal Road of the Interior, connecting Mexico City to the city of Santa Fe, NM, the mission that became the capital of New Spain.

In the mid-19th Century (1858), Simeon Hart, originally from New York State, acquired the land and built an adobe brick residence and grain mill (no longer in existence) on this site, creating a rich landscape of hospitality and "oasis" alongside the Rio Grande river in an otherwise dry and dusty land. Hart's Residence eventually became the regionally famed La Hacienda restaurant and bar with a much more utilitarian, partially paved landscape. The site also became the final location for multiple local, state, and national historic monuments and designations. Abara is planning through a restorative landscape design filled with gardens, shade, and flowing water, to recreate the oasis qualities of the former landscape in spaces designed to gather and honor the many voices that have crossed this land and continue to cross it.

VISION: To create a multi-use Borderland Center with urban gardens that serves as a central hub for learning, engagement, reflection and action. Abara House will engage the arts, culture, history, entertainment, and businesses across borders as we incorporate elements of food, hospitality, and enterprise including the following:

- **Cafe/Cantina**: coffee, food & drinks from regions experiencing instability .
- **Venue Space**: music, conferences, trainings, and celebrations especially in the outdoor courtyard and the historic La Hacienda building.
- **Marketplace**: handcrafted items for sale by migrants as an expansion of Abara's microenterprise program: Huellas.
- **Guesthouse**: a place to visit, stay and encounter the faces of the borderlands.
- **Gardens & Narrative Path**: create a renewed landscape of native plants and shade trees in an oasis-like environment. A narrative path of remembrance will guide guests through the story of the site, past historical markers and monuments with new installations that express the untold stories of the borderlands.

• **Outdoor Meeting Places**: a variety of spaces, courtyards, viewing terraces and decks formed by the buildings and plantings on the site.

• **History & Cultural Arts Space**: rotating history & art exhibits to explore the complexity of the borderlands.

• **Retreat Center & Border Chapel**: a sacred space for rest, study, and reflection.

Environmentally sustainable strategies will form the foundation of our redevelopment by focusing on water conservation, generating on-site renewable energy, sourcing local materials and labor, and recycling everything to create a place that is beautiful and restorative.

With the redevelopment of this remarkable historic site, Abara House will create new ways of "crossing" the Rio Grande in spite of the enormous barriers that separate each of us from one another.



WHY IS THIS SITE SO IMPORTANT?

Many cultures from ancient Indigenous communities to the Spanish colonists & Anglo settlers, Chinese laborers, enslaved African Americans and Buffalo Soldiers, Mexican families and Braceros, to the present day migrants, asylum seekers, and global refugees have crossed this land.

On this most neglected historical/cultural site of significance to both sides of the border, the Abara House property is the:

- Ancient, rocky & safe crossing point used for many millennium.
- Stop on **El Camino Real de Tierra Adentro** between Mexico City and present day Santa Fe NM.
- Campground or "paraje" of the **Paso del Norte** - the beginning of the El Paso/Juarez twin cities.
- Site designated as a High Potential Site by the **US National Park Service**, National Historic Trails office giving a priority to stewardship & restoration.
- Opportunity to reconnect to the greater **Camino Real** trail & historic preservation network on both sides of the border.
- Designated as an **UNESCO World Heritage Route** in Mexico with bi-national impact, with multiple sites along the way protected and being restored as historical and cultural landmarks & parks.
- Place to connect programmatically this site to other sections of the Camino Real trail in El Paso and to the **Chamizal National Memorial.**
- Future place of peace and healing to be preserved, celebrated and transformed.

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GENERAL DESIGN PRINCIPLES (DEVELOPMENT & BUILDING PERSPECTIVE)

Residential, General and Industrial Mixed Use Districts (RMU, GMU and IMU). Uses permitted in a mixed-use development are as approved by city council through a master zoning plan. A mixed-use development may be authorized to encourage use schemes such as but not limited to, residential, entertainment, medical, and employment centers. The following principles and requirements shall apply to a mixed-use development and shall serve as the basis for approval of a master zoning plan.

1. General Design Principles. These design principles shall serve as guidelines only, and compliance with any guideline within a mixed-use development shall be determined on a case by case basis as part of the master zoning plan and mixed use development plan approval. It is not intended that every mixed-use development conform to all or any set number of the enumerated design guidelines.

The Abara House Redevelopment meets the following Development & Building Perspectives:

A. Development Perspective.

1. That the natural infrastructure and visual character of the development area be retained as derived from existing topography, riparian corridors and other environmentally sensitive areas.

Abara House will utilize the existing topography with very little grading or modifications. The redevelopment plan includes the reinstitution of the existing arroyo and utilizing Low Impact Development technologies for stormwater drainage. The site plan illustrates the Contemplative Gardens and Monument Walk that recreates the historic landscape into a sustainable and restorative oasis environment.

2. That the development strategy utilized encourages infill and redevelopment in parity with new and existing neighborhoods.

The site is a historic property that has been overlooked for many years. The project will revitalize one of the region's most historic and culturally significant sites utilizing existing infrastructure. This infill project will also include a new building, new courtyards, and renovated spaces.

3. That natural or man-made green corridors and open space areas be used to define and connect neighborhoods to other facilities within the development, and that these areas allow for connectivity outside of the development where feasible.

Abara House will utilize the existing landscape--to include the arroyo--to reconnect this parcel to the existing surroundings. This includes recreating a connection to the Rio Grande, Ciudad Juarez, and the overall Paso del Norte region.

4. That neighborhoods be compact, pedestrian-friendly, and mixed use.

Project utilizes existing streets and parcel dimensions. The overall project envisions a mix of uses to include retail, residential, and office spaces. The proposed interior layout seeks to create pedestrian corridors that connect existing structures (Borderland Center and Hacienda Apartments) with the new construction of the Abara Office building, the Contemplative Gardens with Memorial Walk, and surrounding environments.

5. That civic, institutional and commercial activity be embedded, and not isolated, in the development.

The project includes civic uses by reinvigorating the existing Doniphan Park which is directly adjacent to the Abara House project. The proposed mixed-uses include nonprofit, for-profit, institutional, commercial, and residential activities.

GENERAL DESIGN PRINCIPLES
(DEVELOPMENT & BUILDING PERSPECTIVE)

6. That a range of open space including parks, squares, and playgrounds be distributed within the development.

The proposed site plan includes the Abara House, Contemplative Gardens and Monument Walk, Low Impact Development landscaping, the restoration of the arroyo, an Open Courtyard, and future landscaping underneath the Paisano overpass (still needs to be coordinated with TXDOT). And as stated, Doniphan Park will be reactivated with visitors, guests, employees, and staff of the Abara House.

7. That a development have sufficient size to accommodate the mixed-use concentration of uses.

The overall site is over 4 acres.

B. Building Perspective.

1. That the design of streets and buildings reinforce safe environments.

The project does not include any new streets and will utilize the existing infrastructure. The Hacienda and Border Apartments are street-oriented. The proposed landscaping that includes street trees and sidewalks create safe and pleasant pedestrian realms.

2. That architecture and landscape design grow from local climate, topography, history and building practice.

The site includes the historic Hacienda building which was the home of Simeon Hart. The project seeks to restore this building utilizing historic renovation best practices and to the US Secretary of the Interior Historic Preservation Rehabilitation Standards. New buildings will incorporate the Spanish and Pueblo style vernaculars but also include modern or contemporary insertions and art installations by regional and internationally known artists. Landscaping will include plant and tree palettes from the local climate. The project team is currently working with the National Park Service and National Historic Trails office to ensure that the historic and cultural assets of the site are preserved and enhanced.

3. That public gathering spaces be provided in locations that reinforce community identity.

Abara House will be a gathering space for all residents and visitors of the Paso del Norte region. Once renovated, Abara House will serve as source of pride and community identity. The facilities will include open spaces and gardens, rental facilities for events, and a cultural learning center that will reinforce the historic and cultural significance of the El Paso-Ciudad Juarez border region.

4. That the preservation and renewal of historic buildings be facilitated.

The site sits on one of the oldest known crossing of the Rio Grande River and is an ancient indigenous pathway. In 1598 the Spanish colonization began with the crossing by Don Juan Onate. The crossing became part of the "Camino Real de Tierra Adentro", or Royal Road of the Interior connecting Mexico City to modern-day Santa Fe, NM, the capitol of New Spain. Much of West Paisano drive and the railroad tracks are built on the original Camino route. The Abara House project seeks to celebrate this rich culture and history through the redevelopment of the site and renovation of the old Hacienda building.

5. That principal buildings and facades, where possible, be located parallel to the frontage line to encourage a community-friendly environment.

The existing facade of the historic Hacienda building will be kept in tact and currently faces Paisano Drive. The existing apartment buildings will also remain and both are street-oriented facing Hart Mill Road and Paisano Drive.

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GENERAL DESIGN ELEMENTS

General Design Elements. A mixed-use development is characterized by any combination of the design elements described below. These design elements shall serve as guidelines only, and compliance with any design element within a mixed-use development shall be determined on a case-by-case basis as part of the master zoning plan and mixed-use development plan approval. It is not intended that every mixed-use development conform to all or any set number of the enumerated design elements.

The Abara House Redevelopment meets the following General Design Elements:

1. A variety of housing types, jobs, shopping, services, and public facilities.

2. Natural features and undisturbed areas that are incorporated into the open space of the neighborhood.

3. Well-configured squares, plazas, greens, landscaped streets, preserves, greenbelts, or parks dedicated to the collective social activity, recreation, and visual enjoyment of the neighborhood.

4. Buildings, spaces, and other features that act as landmarks, symbols, and focal points for community identity.

5. Compatibility of buildings and other improvements as determined by their arrangement, bulk, form, character and landscaping to establish a livable and harmoı

ARCHITECTURAL OBJECTIVES

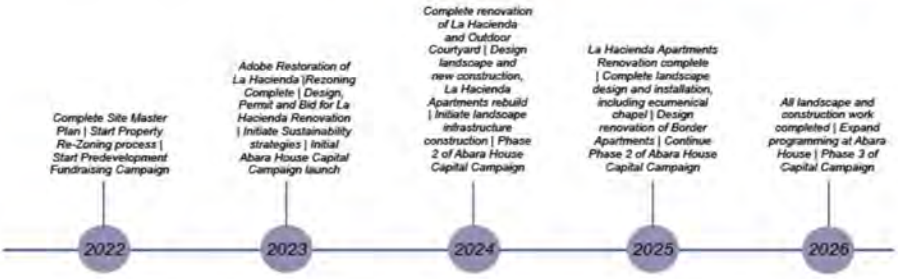
As part of the review of the mixed-use development plan the architectural design shall achieve the following objectives:

The Abara House Redevelopment meets the following Architectural Objectives:

1. Architectural compatibility.
2. Human scale design.
3. Integration of uses.
4. Buildings that relate to and are oriented toward the street and surrounding buildings.
5. Residential scale buildings in any mixed residential area.
6. Buildings that contain special architectural features to signify entrances to the mixed-use development.
7. Buildings that focus activity on a neighborhood open space, square or plaza.



PROPOSED TIMELINE and PHASING STRATEGY



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PLAN EL PASO COMPATIBILITY



FUTURE LAND USE MAP (FLUM)

The Future Land Use Map from Plan El Paso designates the Abara House parcels as G-7 Industrial. Plan El Paso states the following regarding this FLUM designation:

This sector is essential to El Paso's economy; however, when an industrial use becomes obsolete, there can be the potential for mixed-use redevelopment of the site.

The Abara House project will convert this currently M-2 (Historic) zoned parcel into a General Mixed Use (GMU) development. This rezoning would satisfy the FLUM by converting an obsolete industrial use into a robust and vibrant mixed-use redevelopment.

☑ Abara House Project meets FLUM requirements.

PLAN EL PASO ELEMENTS

☑ ***Live and Work Closer Together: By designing communities to reduce unnecessary travel, the road and transit networks will be better able to handle future growth.***

Abara House proposes a mix of uses that include residential, commercial, office, and institutional. This will allow residents of the multi-family units to work and shop within walking distance to their homes.

☑ ***Protect Historic Neighborhoods: El Paso's older neighborhoods are a source of great pride . . . Many of these older neighborhoods have suffered from disinvestment. However, if protected, these neighborhoods are poised to serve generations of new residents due to their central locations.***

The various properties within this redevelopment project are in the Old Fort Bliss National historic district. Abara House will invest, protect, and promote this area as a newly revitalized project that enhances the region's history.

☑ ***Restore Close Connections with Juarez: Juarez and El Paso have grown together nearly as a single city, even though divided by the unfortunate 19th century selection of the Rio Grande / Rio Bravo as the national border. The restoration of that closeness is a fervent dream of the citizens of both sides of the border.***

The entire premise of the Abara House is to promote and celebrate the mutual connections, culture, and history with Ciudad Juarez. From a physical space perspective, Abara House's location directly on the border will serve to make these connections with the communities across the river.

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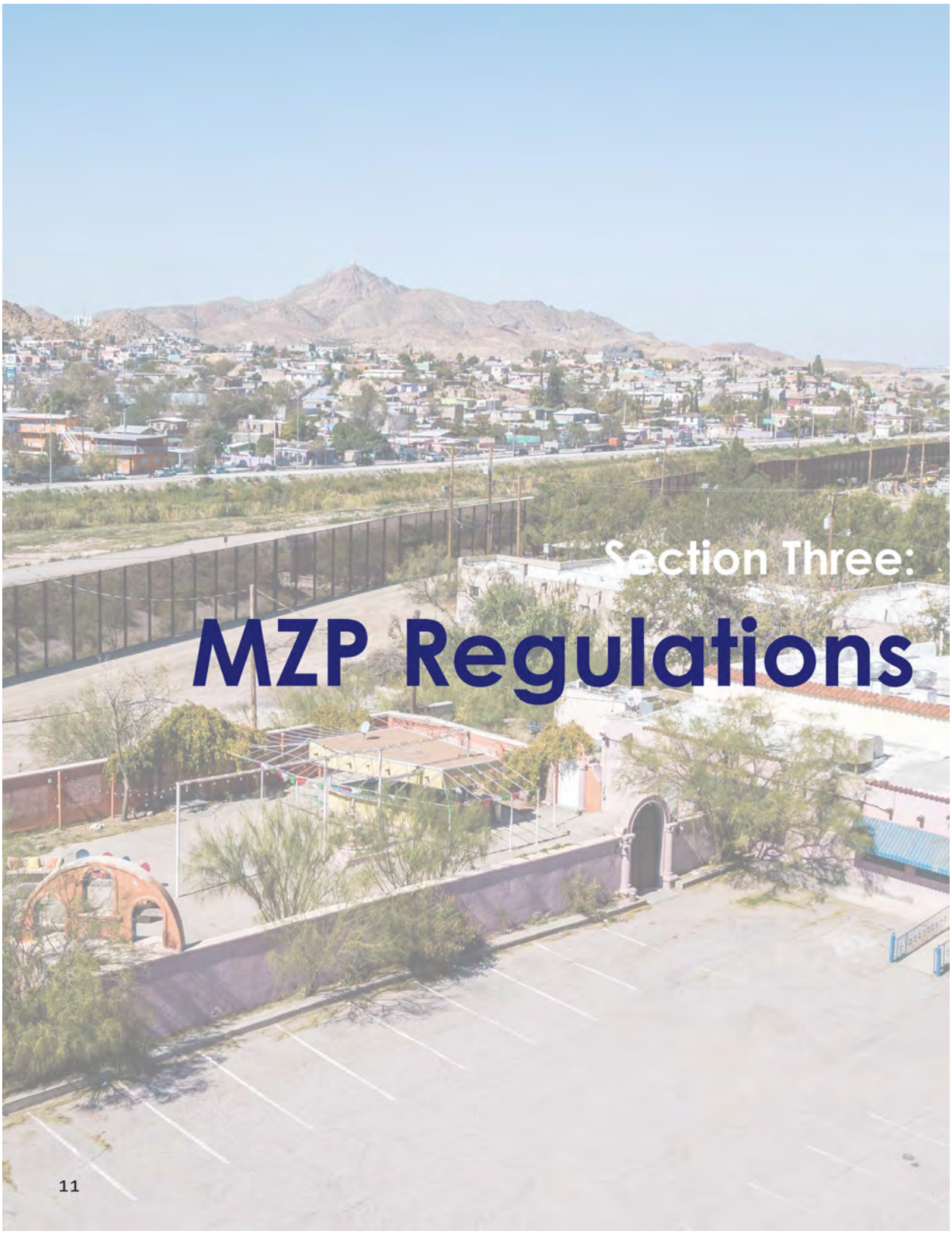

Section Three:
MZP Regulations
11

20.04.200 Master zoning plan.

A. Master Zoning Plan (MZP).

As part of any zoning application for a mixed use district, a master zoning plan shall be required and shall accompany the application. The MZP shall provide sufficient details necessary about the proposed land uses and proposed development so that the El Paso City Council may determine their compatibility within the proposed district and the impact on the adjacent properties.

As part of the MZP, an application may propose and delineate subdistricts. A subdistrict is a geographic subcomponent of a larger mixed use district. Its purpose is to enable the incremental measurement and reconciliation of maximum dwelling units, density and other data required in the MZP to subsequent development. Where practical, a subdistrict's boundary should be consistent with natural geographic features, reflect man-made transitional barriers (such as roadways), or separate sharp changes in proposed land uses.

The Abara House contains four Subdistricts:
Subdistrict 1: Border Apartments
Subdistrict 2: Hacienda Apartments
Subdistrict 3: Abara House / Borderland Center (Includes Abara Offices—New Construction)
Subdistrict 4: Abara House Gardens

Submittal Requirements.

A. General Data Required for the Mixed Use District.

i. Legal description of area proposed to be developed or metes and bounds description of district;

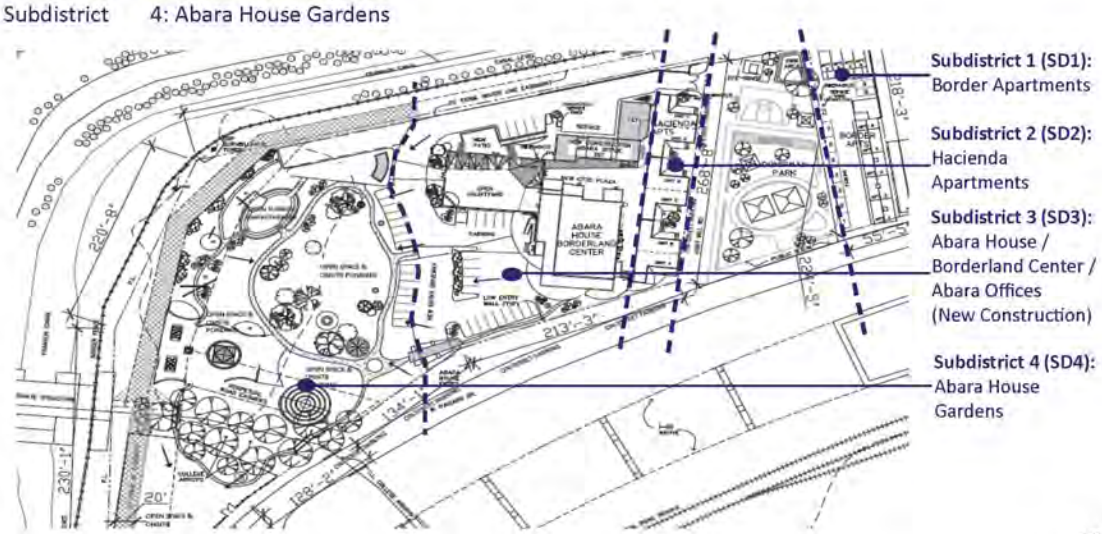
Subdistrict 1: OLD FORT BLISS S 1/2 OF 2
Subdistrict 2: SIMEON HART SURV 2 ABST #43
Subdistrict 3: SIMEON HART SURV 2 ABST #43 PT OF SURV
Subdistrict 4: SIMEON HART SURV 2 ABST #43

ii. Total acreage as depicted on a survey certified by a registered land surveyor;

Subdistrict 1: .27 Acres
Subdistrict 2: .33 Acres
Subdistrict 3: 1.80 Acres
Subdistrict 4: 1.92 Acres

iii. Maximum proposed total number of dwelling units for all residential land uses combined;

Subdistrict 1: Nine (9)
Subdistrict 2: Twelve 12
Subdistrict 3: Zero (0)
Subdistrict 4: Zero (0)



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iv. Maximum proposed total floor area for all nonre-dential land uses combined, expressed in square feet.

Subdistrict 1:	Non Applicable
Subdistrict 2:	Non Applicable
Subdistrict 3:	20,957 SQFT
-Abara House & Borderland Center:	8,807 SQFT
-Courtyard:	6,650 SQFT
-Abara Offices-New Construction:	7,500 SQFT
Subdistrict 4:	
- Open Air Chapel Pavillion	1,250 SQFT
- Chapel viewing terrace	7,400 SQFT
- West viewing terrace with Shade Structure	500 SQFT
-Terrace	4,500 SQFT
- Open sunken amphitheater	3,500 SQFT

B. General Data Required for Each Proposed Subdistrict.

i. Total acreage

Total Acreage:	4.4 Acres
-Subdistrict 1:	.35 Acres
-Subdistrict 2:	.33 Acres
-Subdistrict 3:	1.80 Acres
-Subdistrict 4:	1.92 Acres

ii. Maximum proposed total number of dwelling units for all residential land uses combined;

21 UNITS

iii. Maximum proposed floor area for all nonresiden-tial land uses combined, expressed in square feet.

20,957 SQFT

C. Property Development Regulations Required per Subdistrict by Land Use Type.

i. Proposed acreages for each proposed land use, including parks, open space, buffer zones, trails and school sites (as applicable)

Residential:	.68 Acres
Commercial & Office:	1.80 Acres
Park:	0 Acres
Open Space:	1.92 Acres
Schools:	0 Acres

ii. Minimum and maximum lot coverages

Subdistrict 1:	Min: 42% Max: 50%
Subdistrict 2:	Min: 21% Max: 50%
Subdistrict 3:	Min:26% Max: 50%
Subdistrict 4:	Min 20% Max: 50%

iii. Minimum lot width

Subdistrict 1:	0 Feet
Subdistrict 2:	0 Feet
Subdistrict 3 & 4:	0 Feet

iv. Minimum lot depth

Subdistrict 1:	0 Feet
Subdistrict 2:	0 Feet
Subdistrict 3 & 4:	0 Feet

v. Minimum building setbacks:

Subdistrict 1:

a) Front:	0 Feet
b) Rear:	0 Feet
c) Cumulative front and rear:	0 Feet
d) Side-interior:	0 Feet
e) Side-street:	0 Feet
f) Cumulative side setbacks:	0 Feet
g) Garage:	N/A
vi. Max Bldg height:	35 Feet
a) Primary structure(s):	Two (2)
b) Accessory structure:	Zero (0)

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Subdistrict 2:

a) Front:	0 Feet
b) Rear:	0 Feet
c) Cumulative front and rear:	0 Feet
d) Side-interior:	0 Feet
e) Side-street:	0 Feet
f) Cumulative side setbacks:	0 Feet
g) Garage:	N/A
vi. Max Bldg Height:	35 Feet
a) Primary structure(s):	One (1)
b) Accessory structure:	Zero (0)

Subdistrict 3:

a) Front:	0 Feet
b) Rear:	0 Feet
c) Cumulative front and rear:	0 Feet
d) Side-interior:	0 Feet
e) Side-street:	N/A
f) Cumulative side setbacks:	0 Feet
g) Garage:	N/A
vi. Max Bldg Height:	35 Feet
New Construction:	40 Feet
Second level open deck with shade covering above the Open Courtyard:	35 Feet

Subdistrict 4:

a) Front:	0 Feet
b) Rear:	0 Feet
c) Cumulative front and rear:	0 Feet
d) Side-interior:	0 Feet
e) Side-street:	N/A
f) Cumulative side setbacks:	0 Feet
g) Garage:	N/A
vi. Maximum building height:	35 Feet
a) Primary structure(s):	One (1)
b) Accessory structure:	Zero (0)

vii. Maximum proposed density for each residential land use type expressed in dwelling units per gross acre of developable land.

Subdistrict 1:
27 units per acre. Site currently has nine units. Proposed development plan does not include adding any additional units.

Subdistrict 2:
36 units per acre. Site currently has six units. Proposed development plan includes adding another six units on top of the existing units/structure.

viii. Maximum proposed intensity for each nonresidential land use type expressed in floor area ratio (FAR).

Subdistrict 3:
50% FAR

Subdistrict 4:
50%

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TABLE OF PERMISSIBLE USES

	SUBDISTRICTS			
USES	SD1	SD2	SD3	SD4
ACCESSORY DWELLING UNIT	P	P	P	P
APARTMENT (5 OR MORE UNITS)	P	P		
ART GALLERY	P	P	P	P
BAKERY	P	P	P	P
BALLROOM			P	
BANK			P	
BED AND BREAKFAST INN	P	P	P	P
BOOK STORE	P	P	P	P
BREAD MANUFACTURING			P	P
BREWERY			P	
CAFETERIA			P	P
CHURCH	P	P	P	P
CLINIC	P	P	P	
CONVENTION CENTER			P	P
CREDIT UNION	P	P	P	
DUPLEX	P	P		
FARMER'S MARKET	P	P	P	P
FLOWER SHOP	P	P	P	P
HARVESTING			P	P
HOBBY STORE	P	P	P	P
ICE CREAM PARLOR	P	P	P	P
INFILL DEVELOPMENT OVERLAY	P	P	P	P
LIVE WORK FLEX UNIT	P	P		
LOADING SPACES SERVING ANOTHER PROPERTY	P	P	P	P
MUSEUM	P	P	P	P
MUSIC STORE	P	P	P	P
NIGHTCLUB, BAR, COCKTAIL LOUNGE			P	P
OFFICE, BUSINESS	P	P	P	
OFFICE, PROFESSIONAL	P	P	P	
ONSITE PARKING	P	P	P	P
OPEN SPACE			P	P
OPEN SPACE (COMMON, PUBLIC, OR PRIVATE)			P	P
OTHER RETAIL ESTABLISHMENT (LOW-VOLUME)	P	P	P	P
PARKING REDUCTION	P	P	P	P
PARKING SPACES SERVING ANOTHER PROPERTY	P	P	P	P
PRINT AND COPY SHOP	P	P	P	P
PWSF (FACILITY MOUNTED)	P	P	P	P
PWSF (GROUND MOUNTED)	P	P	P	P
PWSF (ROOF MOUNTED)	P	P	P	P
RECREATION VEHICLE PARK			P	P
RESTAURANT (DRIVE IN OR WALK UP)	P	P	P	P
RESTAURANT (SIT DOWN)	P	P	P	P
SCHOOL (PRE-K-6)	P	P	P	P
SCHOOL SECONDARY	P	P	P	P
SCHOOL, ARTS & CRAFTS	P	P	P	
SOCIAL, FRATERNAL CLUB	P	P	P	P
SPECIALTY SHOP	P	P	P	P
STUDIO, DANCE	P	P	P	
STUDIO, PHOTOGRAPHY	P	P	P	
TEMPLE			P	P
THEATRE, PERFORMING			P	P
UNION HALL			P	
YOUTH ORGANIZATION	P	P	P	P

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PROPOSED USES FOR ABARA CENTER AS PER APPENDIX A

ABARA HOUSE & BORDERLAND CENTER
- 20.02.270 – Convention Center
- Nightclub, bar, cocktail lounge
- Restaurant, sit down

20.02.642 Office, professional

COURTYARD
- 20.02.648 Open Space

ABARA OFFICES-NEW CONSTRUCTION
- 20.02.642 - Office, professional
- 20.02.664 - Other retail establishment (low-volume)

OPEN AIR CHAPEL
- 20.02.648 - Open space

CHAPEL TERRACE
- 20.02.648 - Open space

WEST VIEWING TERRACE
- 20.02.648 - Open space

TERRACE
- 20.02.648 - Open space

OPEN SUNKEN AMPHITHEATER
- 20.02.648 Open Space

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PARKING DATA

PARKING CALCULATIONS BASED ON USE AND SQUARE FOOTAGE

ABARA HOUSE AND BORDER LAND CENTER					
USES	SQUARE FOOTGAGE	MINIMUM	MAXIMUM	PROVIDED	DIFFERENCE
CONVENTION CENTER	3,557	6	9		
NIGHTCLUB, BAR, COCKTAIL LOUNGE	2,200	15	22		
RESTAURANT (SIT DOWN)	1,850	13	19		
OFFICE, PROFESSIONAL	1,200	2	3		
TOTALS	**8,807**	**34**	**49**	**34**	**0**

ABARA OFFICES-NEW CONSTRUCTION					
USES	SQUARE FOOTAGE	MINIMUM	MAXIMUM	PROVIDED	DIFFERENCE
OFFICE, PROFESSIONAL	5,000	9	13		
OTHER RETAIL ESTABLISHMENT (LOW-VOLUME)	2,500	7	10		
TOTALS	**7,500**	**16**	**23**	**34**	**18**

BORDER APARTMENTS		9 UNITS			
USES		REQUIRED		PROVIDED	DIFFERENCE
ONE BEDROOM APARMENT		9		9	0

HACIENDA APARTMENTS		12 UNITS			
USES		REQUIRED		PROVIDED	DIFFERENCE
ONE BEDROOM APARMENT		18		13	5

GRAND TOTALS		77	94	90	13

BICYCLE PARKING SPACES REQUIRED		4		9	+5

ABARA PROJECT PARKING SPACES

	SUBDISTRICTS				
NUMBER OF SPACES	SD1	SD2	SD3	SD4	TOTAL PER PARKING CATEGORY
OFF STREET	9*	0	24	17	50
ON STREET	0	13**	27***	0	40
TOTAL PER DISTRICT	9	13	51	17	**90**

NOTES:
* ONE PARKING SPACE PER UNIT
** PARKING ON ONE SIDE OF HART STREET (260' / 20')
***ASSUMES PARKING ALONG PAISANO; STILL NEEDS TO BE COORDINATED WITH TXDOT.

PARKING INFORMATION

The Abara Project will provide a total of 90 parking spaces both on-street and off-street. The table above summarizes the parking calculations based on the uses that Abara will utilize at inception. Abara is also providing nine (9) bicycle spaces.

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LANDSCAPING REQUIREMENT

The City's Municode states the following in regards to landscaping:

Landscaping. Uses within a mixed-use development shall not be required to conform to the landscaping requirements of Title 18 (Building and Construction) of the El Paso City Code. Landscaping, streetscape, and other green areas proposed within the mixed-use development shall be shown and considered as part of the master zoning plan and mixed-use development plan approval process.

While the code does not require landscaping in the Abara development, we will be providing approximately 40,000 S.F of landscape area. A more refined landscaping plan will be provide during construction document review.

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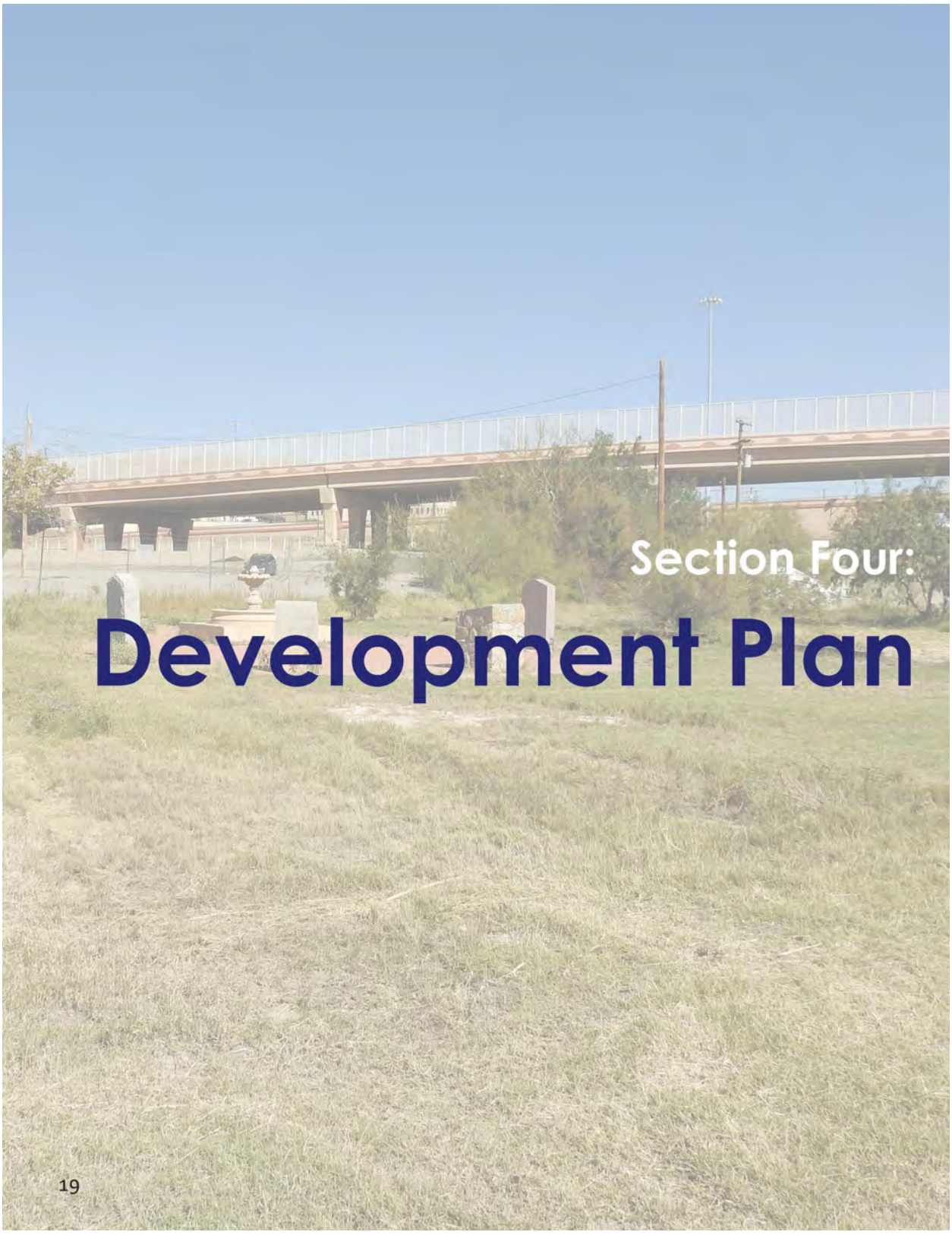

Section Four:
Development Plan
19

DEVELOPMENT PLAN DESCRIPTION

The design concept shows the site bisected by a new entry drive into an active area on the north side (to the right) and a more contemplative/restorative area on the southern half (to the left). The active area is centered on the renovation of the historic Hacienda into the new Abara Borderland Center. This property will include a refreshed outdoor courtyard with second floor deck, new construction, and renovation of the apartments on the north side all linked by new shaded courtyards. Parking and a service support area on the west side of the courtyard will handle vehicular access and deliveries to Abara House. New curvilinear terraces wrap around the historic Hacienda building, connecting entry points to the walled outdoor venue courtyards, new alley courtyards and the renovated La Hacienda Apartments featuring our Welcome Center, guest apartments and retail spaces.

The garden side to the left, is designed as a place of contemplation and gathering featuring desert gardens, an ecumenical chapel area, and direct access to the adjacent 18' high Border Fence. Viewpoints and seating areas, plus a small amphitheater, are connected by gravel pathways celebrating the historic monuments, and the stories, peoples and cultures that have traversed this historic site for millennia. A defined entry sequence and gateway to the Abara House campus will follow the eastern property line and feature low adobe walls and dignified plantings of native trees and desert landscaping.

Existing Conditions



20

PROJECT DATA

BORDERLAND APARTMENTS:
-BUILDING AREA: 3,291 S.F. +/-
-TOTAL LAND AREA: 12,088 S.F. OR .227 ACRES +/-
-BUILDING COVERAGE: 27.2%
-NO. OF MULTI-FAMILY UNITS: 9
-PARKING SPACES: 9

HACIENDA APARTMENTS:
-BUILDING AREA: 6,727 S.F. +/-
-TOTAL LAND AREA: 14,374.8 S.F. OR .33 ACRES +/-
-BUILDING COVERAGE: 46%
-MULTI-FAMILY UNITS: 6 (CURRENTLY); 6 (PROPOSED)
-PARKING SPACES: 0 OFF STREET; 13 ON STREET (HART ST)

ABARA HOUSE BORDERLAND CENTER:
-BUILDING AREA:
-8,807 S.F. +/- (HABARA & BORDERLAND CENTER)
-6,650 S.F. +/- (COURTYARD)
-7,500 S.F. +/- (ABARA OFFICES-NEW CONSTRUCTION)
-TOTAL LAND AREA: 162,043.2 S.F. OR 3.72 ACRES +/-
-BUILDING COVERAGE: 14%
-PARKING SPACES: 41 OFF STREET; 27 ON STREET (PAISANO ST)

CHAPEL:
-BUILDING AREA: 1,130 S.F
AMPHITHEATER:
-BUILDING AREA: 2,580 S.F.
LABYRINTH:
-BUILDING AREA: 1,972 S.F.
TERRACE:
-BUILDING AREA: 6,800 S.F

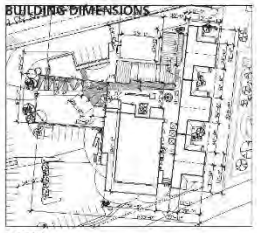
LAND USES
ABARA HOUSE & BORDERLAND CENTER
-20.02.270 Convention center
-Nightclub, bar, cocktail lounge
-Restaurant, sit down
-20.02642 Office, Professional
COURTYARD
-20.02.648 Open Space
ABARA OFFICES-NEW CONSTRUCTION
-20.02.642 - Office, professional
-20.02.664 - Other retail establishment (low-volume)
OPEN SUNKEN AMPHITHEATER
-20.02.648 Open Space

PARKING

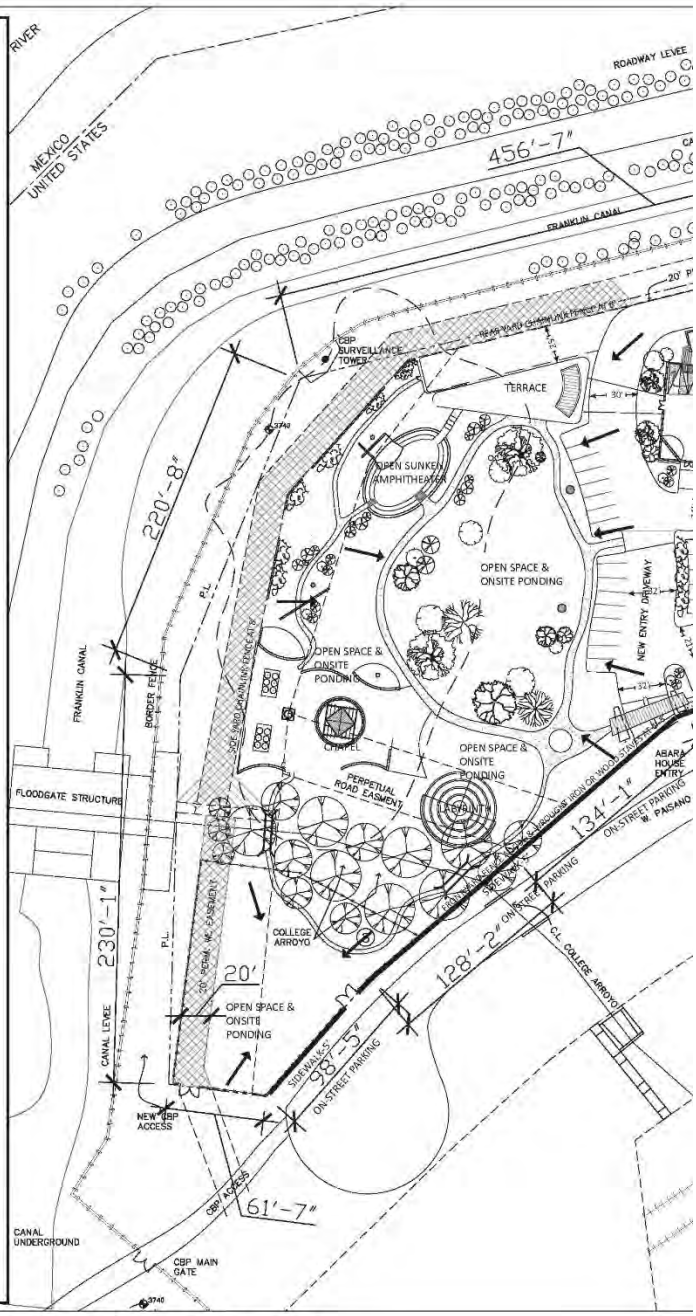
	SUBDISTRICTS				
NUMBER OF SPACES	SD1	SD2	SD3	SD4	TOTAL PER PARKING CATEGORY
OFF STREET	9	0	24	17	50
ON STREET	0	13**	27***	0	40
TOTAL PER DISTRICT	9	13	51	17	90
BICYCLE PARKING	3	3	3	0	9

NOTES:
** PARKING ON ONE SIDE OF HART STREET (200' / 20')
*** ASSUMES PARKING ALONG PAISANO; STILL NEEDS TO BE COORDINATED WITH TXDOT.

BUILDING DIMENSIONS



NOTES:
1. ACCORDING TO THE FLOOD INSURANCE RATE MAP HEREON DESCRIBED TRACT LIES IN ZONE "C" & A6" COMMUNITY PANEL NO. 480214-0039-B, DATED 10-15-82
2. EASEMENTS WILL BE VACATED OR RELOCATED THROUGH SUBDIVISION PLAT. ANY STRUCTURES SHOWN ON MZP WILL BE REMOVED IF EASEMENTS AREN'T VACATED.
3. PERPETUAL ROAD EASEMENT WILL BE REMOVED OR RELOCATED.
4. FOR SIDEWALKS ALONG PAISANO AND HARTS MILL WILL BE REQUESTING WAIVER NOT TO BUILD AS PART OF THE PLATTING PROCESS.
5. STORMWATER WILL BE HANDLED THROUGH LOW-IMPACT DEVELOPMENT GREEN INFRASTRUCTURE STRATEGIES.
6. ON-STREET PARKING WILL BE COORDINATED WITH TXDOT.
7. PARKING DIMENSIONS:
ON-STREET PARKING = 8' X 20'
OFF-STREET = 9' X 18'
8. WIDTH OF PEDESTRIAN PATHS = 6'



ABARA HOUSE MASTER ZONING PLAN

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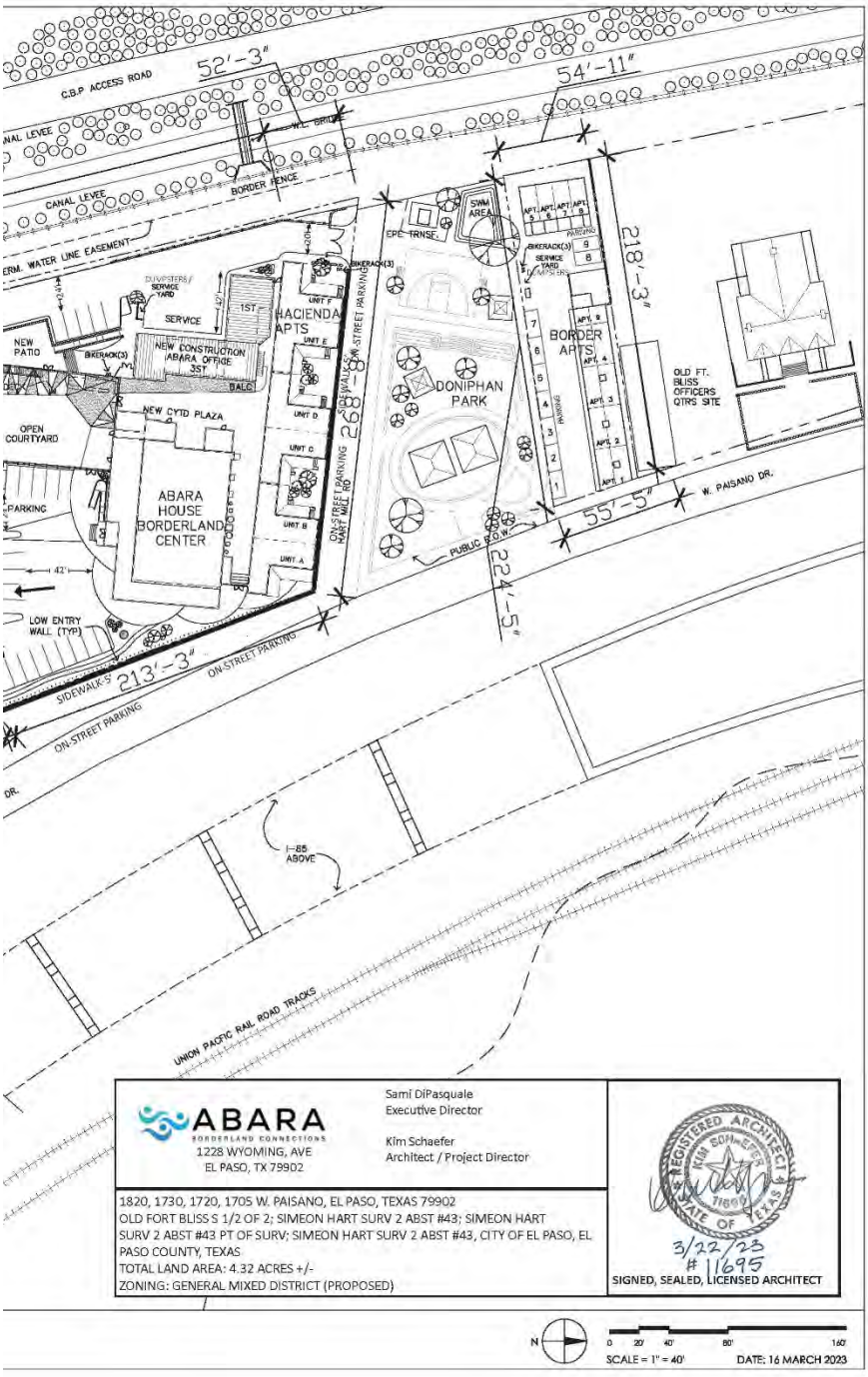
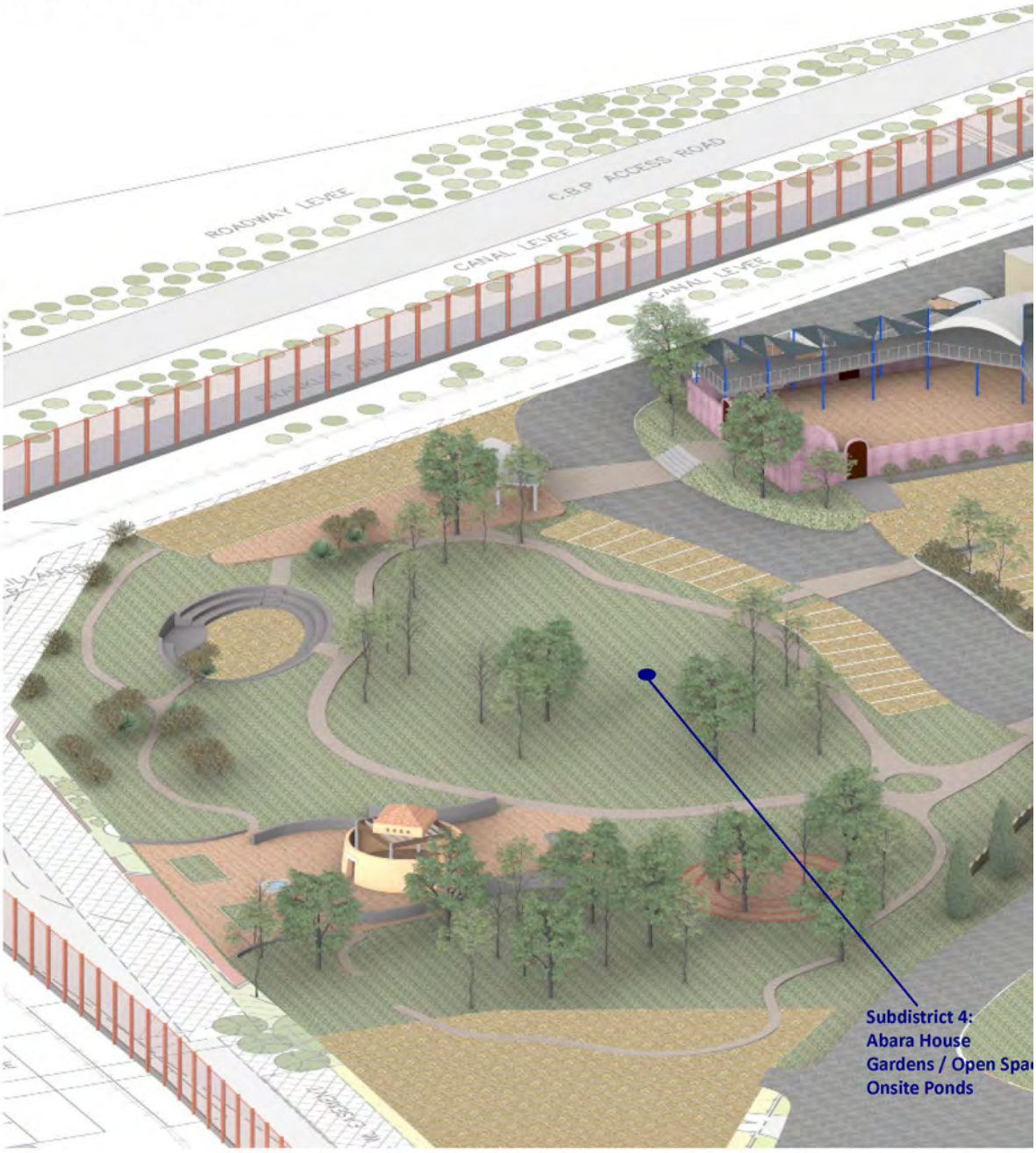

52'-3"
54'-11"
C.B.P ACCESS ROAD
CANAL LEVEE
BORDER FENCE
ERM. WATER LINE EASEMENT
SWM AREA
EPE TRNSF.
218'-3"
HACIENDA APTS
NEW CONSTRUCTION ABARA OFFICE 3ST
SERVICE
NEW PATIO
OPEN COURTYARD
NEW CYTD PLAZA
ABARA HOUSE BORDERLAND CENTER
DONIPHAN PARK
BORDER APTS
OLD FT. BLISS OFFICERS QTRS SITE
W. PAISANO DR.
55'-5"
224'-5"
PUBLIC R.O.W.
ON-STREET PARKING
HART MILL RD
LOW ENTRY WALL (TYP)
SIDEWALK-5'
213'-3"
I-85 ABOVE
UNION PACIFIC RAIL ROAD TRACKS
ABARA
BORDERLAND CONNECTIONS
1228 WYOMING, AVE
EL PASO, TX 79902
Sami DiPasquale
Executive Director
Kim Schaefer
Architect / Project Director
1820, 1730, 1720, 1705 W. PAISANO, EL PASO, TEXAS 79902
OLD FORT BLISS S 1/2 OF 2; SIMEON HART SURV 2 ABST #43; SIMEON HART SURV 2 ABST #43 PT OF SURV; SIMEON HART SURV 2 ABST #43, CITY OF EL PASO, EL PASO COUNTY, TEXAS
TOTAL LAND AREA: 4.32 ACRES +/-
ZONING: GENERAL MIXED DISTRICT (PROPOSED)
REGISTERED ARCHITECT
KIM SCHAEFER
STATE OF TEXAS
3/22/23
11695
SIGNED, SEALED, LICENSED ARCHITECT
N
0 20' 40' 80' 160'
SCALE = 1" = 40'
DATE: 16 MARCH 2023

22

RENDERING OF DEVELOPMENT PLAN



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Subdistrict 1:
Border Apartments
BORDER FENCE
Abara
House
Subdistrict 2:
Hacienda Apartments
Subdistrict 3:
Abara House /
Borderland Center /
Abara Offices
(New Construction)

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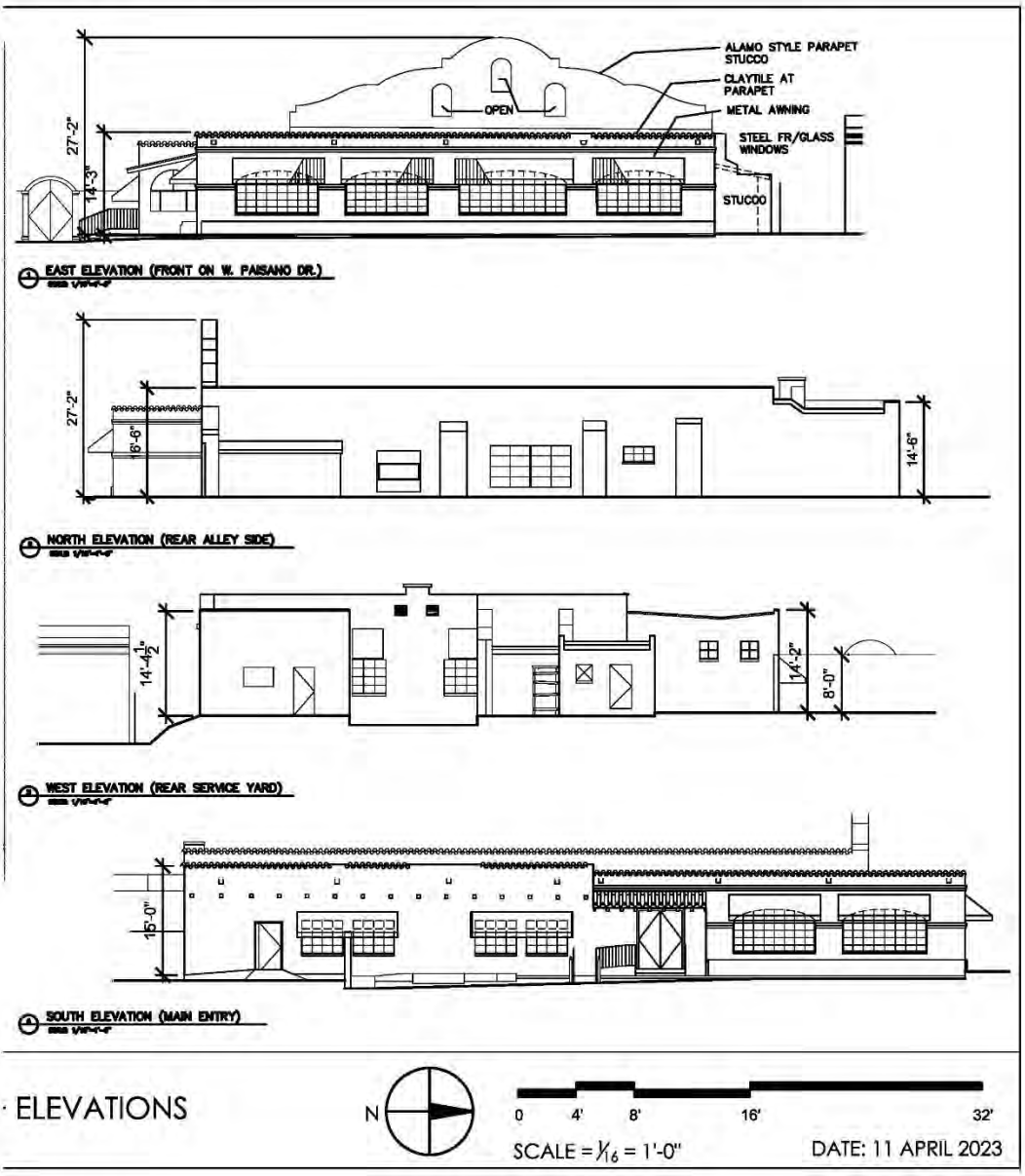
BUILDING ELEVATIONS

La Hacienda Building



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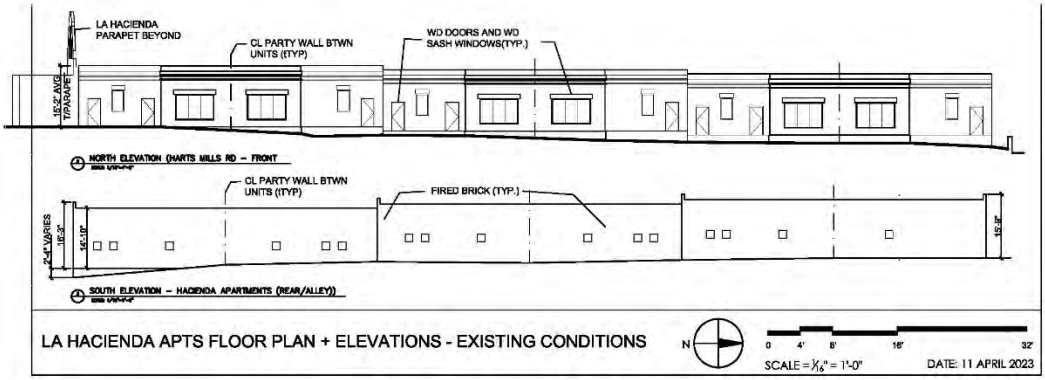
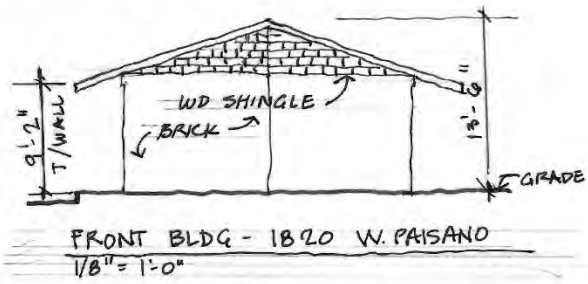
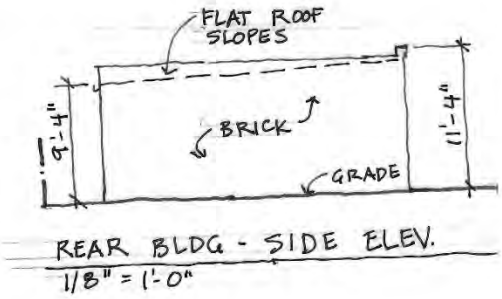
BUILDING ELEVATIONS

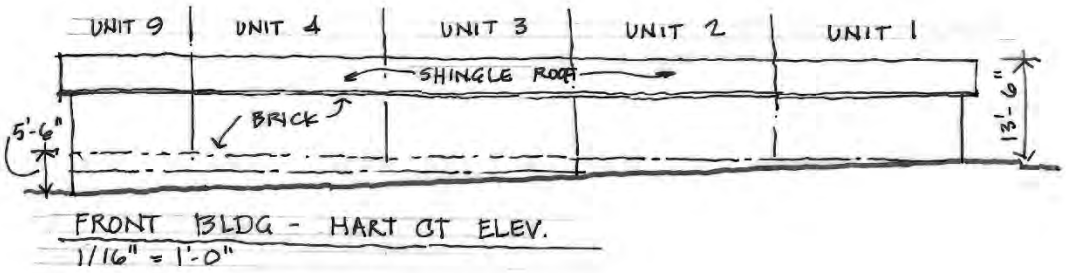
La Hacienda Apartments



Borderland Apartments







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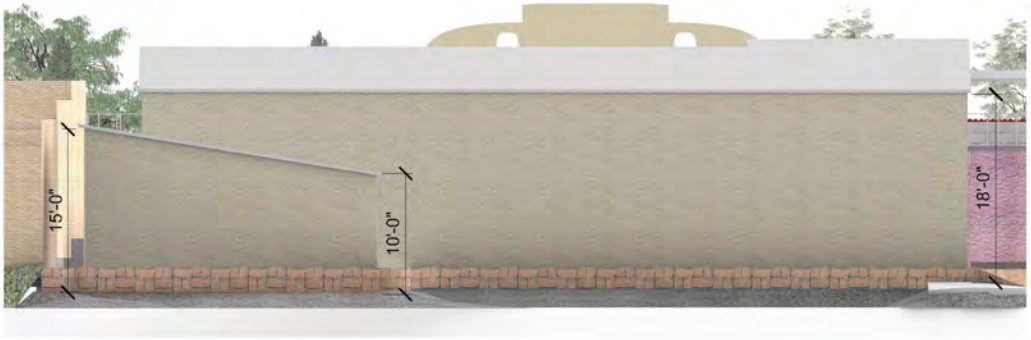
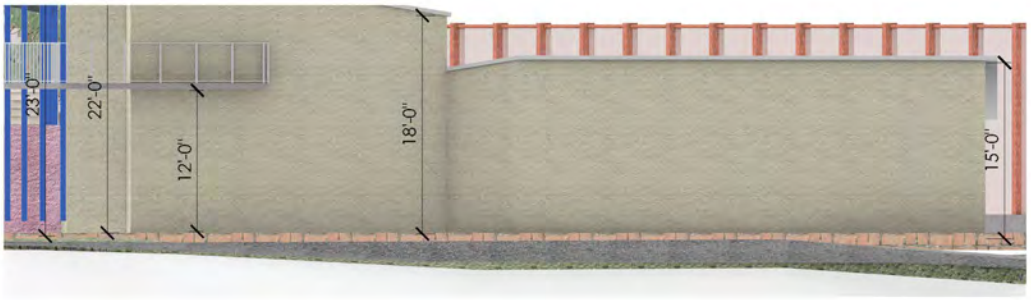
BUILDING ELEVATIONS

Abara House New Construction

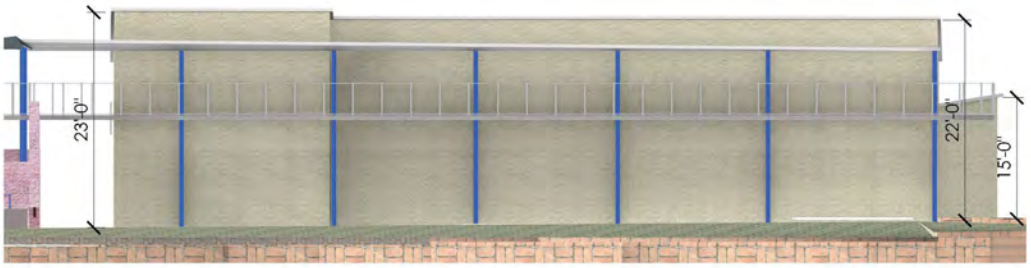
Front West Elevation



South Elevation



Rear East Elevation



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ABARA HOUSE
MASTER ZONING PLAN

Sami DiPasquale
Executive Director

Kim Schaefer
Architect / Project Director

www.abara.org

Carlos Gallinar, AICP, CNU-a
Principal & Owner

www.gallinar-planning.com

ATTACHMENT 4

Planning and Inspections Department - Planning Division
Recommend approval with a condition of the rezoning and Master Zoning Plan. The condition is the following: prior to issuance of any certificates of occupancy, a sidewalk along Paisano Drive abutting the subject property must be provided in accordance with Title 19 of the El Paso City Code.

1. Further collaboration with TxDOT will be needed for any right-of-way improvements along Paisano Drive during building permitting.

Planning and Inspections Department – Plan Review & Landscaping Division
No comments received.

Planning and Inspections Department – Land Development
Recommend approval.
1. Area is currently within the 500-year flood zone area 0.2 annual chance flood. A FEMA designated arroyo Zone "A6" currently crosses into and through the subject lot, and it is in Flood Zone AE of the preliminary future FIRM maps. Take the potential of flooding hazards into careful consideration at time of development.
2. Show proposed drainage flow patterns on the site plans. Label any proposed ponding locations.
3. In order to reduce flooding, the code encourages the use of nonstructural storm water management such as the preservation of greenspace, rainwater harvesting within the landscaped areas, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.
4. All proposed and existing sidewalks, ADA ramps, handicap parking, driveway crosswalks, driveways and accessible routes shall comply with A.D.A., T.A.S. and city of El Paso requirements. Existing infrastructure not complying shall be removed and replaced to meet standards" on the plan.

Note: Applicable comments to be addressed during building permitting.

Fire Department
No adverse comments.

Police Department
No comments received.

Environmental Services
Provide location for refuse on plans.

Streets and Maintenance Department
Streets and Maintenance traffic engineering has no objections to the mixed-use development.

Sun Metro
No comments received.

El Paso Water
West Paisano Dr. is a Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within W Paisano Dr. right-of-way requires written permission from TxDOT.

Water:
There is an existing 4-inch/6-inch diameter water main that extends along W Paisano Dr., located approximately 7-feet east of the west right-of-way line. This main dead-ends approximately 150-feet south of Hart Ct. This main is available for service.

There is an existing 4-inch/6-inch diameter water main that extends along Hart Ct., located approximately 5-feet south of the north right-of-way line. This main is available for service.

There is an abandoned 36-inch diameter transmission water main that extends along W Paisano Dr., located east of the properties.

There is an existing 48-inch diameter transmission water main that extends parallel to W Paisano Dr., located along the western line of the properties within a 40-foot Utility Easement. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations.

EPWater records indicate two (2) active ¾-inch domestic water meters serving the subject properties. The addresses for these services are 1820 W Paisano Dr. and 1720 W Paisano Dr.

EPWater records indicate three (3) vacant water service connections (inactive meters) serving the subject properties. The addresses for these services are 2, 4, and 5 Hart Ct.

Previous water pressure from fire hydrant #756, located on the southeast corner of Hart Ct. and W Paisano Dr., has yielded a static pressure of 94 (psi), a residual pressure of 90 (psi), and a discharge of 1,463 (gpm). The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer, and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sanitary Sewer:
There is an existing 6-inch diameter force main that extends along W Paisano Dr., located approximately 40-feet east of the west right-of-way line. No service connections are allowed to this main.

There is an existing 6-inch diameter force main that extends along Hart Ct., located approximately 12-feet north of the south right-of-way line. No service connections are allowed to this main.

There is an existing 8-inch diameter sanitary sewer main that extends within a 10-foot PSB Easement along the western property lines, located approximately 2-feet east of the western property lines. This main dead-ends approximately 92-feet south of Hart Ct. This main is available for service.

General:
New water services will require paving cuts on W Paisano Dr. and Hart Ct.

No building, reservoir, structure, parking stalls or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced EPWU-PSB easement without the written consent of EPWU-PSB. The Developer shall refrain from constructing rock walls, signs, buildings, curbs, or any structure that will interfere with the access to the PSB easements. There shall be at least 5-foot setback from the easement line to any building, sign, or structure. All easements dedicated for public water and sanitary sewer facilities shall comply with the EPWU-PSB Easement Policy. The PSB easements shall be improved to allow the operation of EPWU maintenance vehicles. EPWU-PSB requires access to the proposed water, sanitary sewer facilities, appurtenances, and meters within the easement 24 hours a day, seven (7) days a week.

EPWater requires a new service application to provide additional services to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:
No comments received.

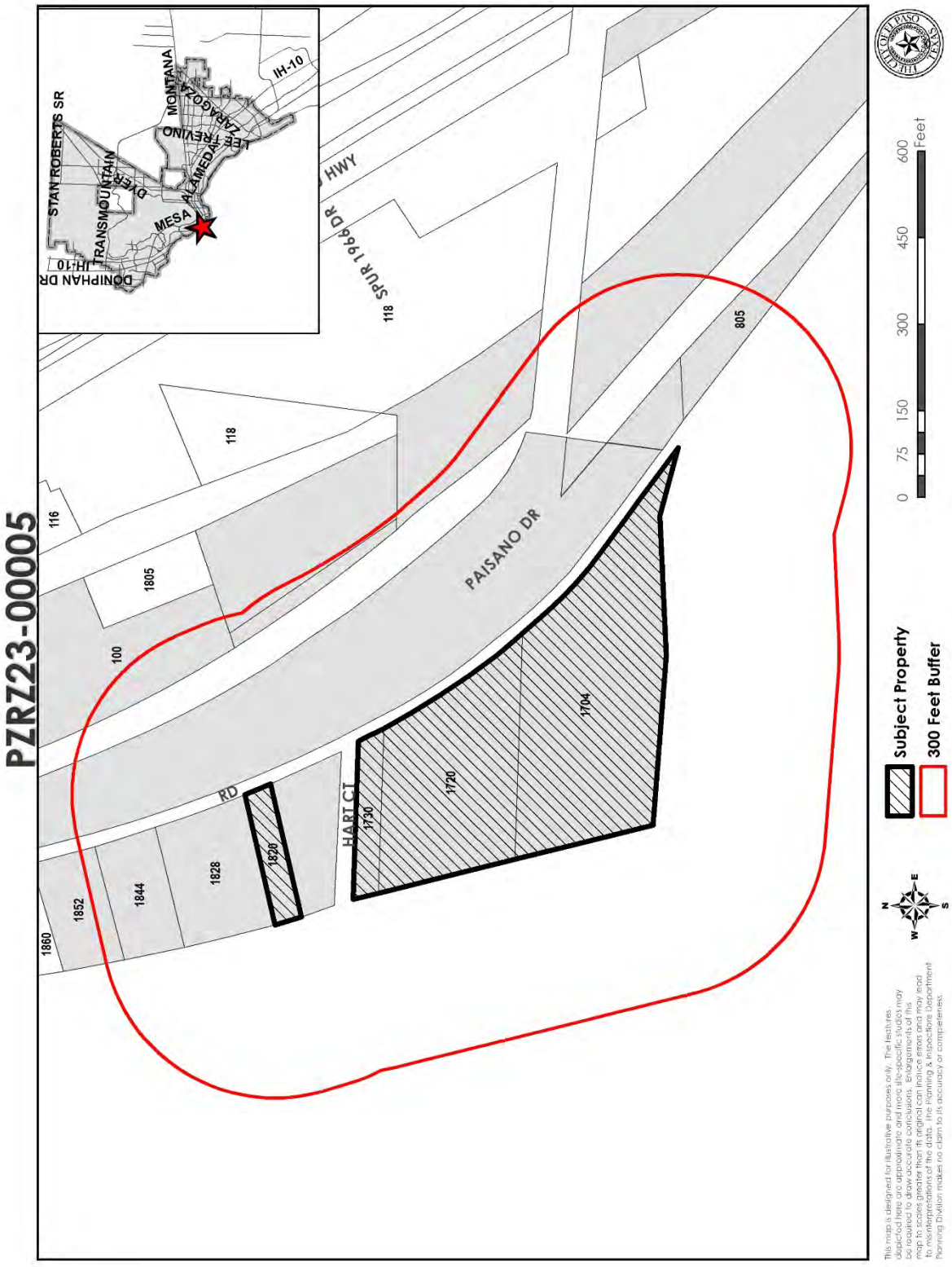
Texas Department of Transportation
1. We will not permit any work under the bridge.
2. We don't permit curb cuts onto state right way to access state right of way near the bridge as shown.

Comments to be addressed with TxDOT during building permitting.

El Paso 9-1-1 District
The 911 District has no comments/concerns regarding this zoning.

El Paso County Water Improvement District #1
Not within the boundaries of EPCWID1.

ATTACHMENT 5



ATTACHMENT 6

May 3, 2023

TO: City Plan Commission of the City of El Paso
Planning Division
PO Box 1890
El Paso, Texas 79950-1890

RE: Re-Zoning of 1708, 1720, 1730 and 1820 W. Paisano Dr. – Case: PZRZ23-00005 W. Paisano.

Commissioners,

My Name is Rafael Nickolas, Jr. and I am the owner of 1908, 1932 and 1940 W. Paisano Dr. I would like to inform you that I am **completely opposed** to the rezoning of referenced neighboring properties.

I have owned the property since 2007 and have seen multiple changes throughout the years: In the early years (before the "wall" was built) the area was chaotic, to say the least, with all the migrants freely flowing across the border creating destruction and vandalizing the neighborhood; Later during the Obama years...the Border Fence ("wall") was built and the neighborhood became more secure, however, we had the Rescue Mission that allowed for constant vandalism caused by countless homeless in the area. Once TXDOT built the 375 Loop and 1966 Spurr, and the Homeless shelter was relocated, our neighborhood became one of the safest places in El Paso! And **WE WANT TO KEEP IT THAT WAY!**

The owners of referenced property, Abara Property Holdings I and II, LLC, what to change the Zoning so they can establish a "Culture Center"...This is all smoke and mirrors!

Abara operates a Migrant Shelter in the present location (1228 Wyoming Ave.) and want they really want is to operate a large scale Migrant Shelter in the proposed site.

They will tell you that this is not so, but if you scan their website, you will catch innuendos that say otherwise:

"An oasis for those under threat of displacement"

"4 acres designed as a place for GATHERING."

"They pursue and collaborate with migrant shelters"

Its all about money for them...For Your Information, the Government pays Migrant Shelters $270.00 per migrant per day. At their present site (about 5000 SF space) they house on an average of 45 migrants (their own website numbers)...imagine how many they will be able to house on a 4 Acre Site?

100 migrants generate an income of $9,855,000 per year! ($270.00/Migrant X 100 Migrants X 365 days per year)

I envision, with this amount of land, Abara will set up a tent city with hundreds, if not thousands of "un-vetted" migrants...I do not want to see what is happening at the Sagrado Corazon Church in our neighborhood!

I respectfully oppose the re-zoning of subject property!

Respectfully submitted,

Rafael Nickolas, Jr.
1932 W. Paisano Dr.
El Paso, Texas 79922

File #: 23-863, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

District 8
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Armida R. Martinez, (915) 212-1605

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance vacating a portion of City Right-Of-Way over Father Rahm Avenue Right-Of-Way, Sixth Avenue Right-Of-Way, and Ochoa Street Right-Of-Way within Block 81, Campbell Addition, City of El Paso, El Paso County, Texas.

Subject Property: 700 S. Ochoa Street
Applicant: Centro De Salud Familiar La Fe, SURW22-00016

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: June 20, 2023
PUBLIC HEARING DATE: July 5, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Armida R. Martinez, (915) 212-1605

DISTRICT(S) AFFECTED: District 8

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:
An Ordinance vacating a portion of City Right-of-way over Father Rahm Avenue Right-of-way, Sixth Avenue Right-of-way, and Ochoa Street Right-of-way within Block 81, Campbell Addition, City of El Paso, El Paso County, Texas

Subject Property: 700 S. Ochoa Street
Applicant: Centro De Salud Familiar La Fe, SURW22-00016

BACKGROUND / DISCUSSION:
The applicant is requesting to vacate portions of Father Rahm Avenue, Sixth Avenue, and Ochoa Street, to address existing encroachments. The proposed vacation will not impact the existing pedestrian or automobile passage. The applicant has provided funds in the amount of $1,510.00, the amount of the appraised market value of the portion of rights-of-way being vacated. The City Plan Commission approved the vacation unanimously on March 9, 2023. Notices were mailed to property owners within 200 feet on February 27, 2023. No communication in support or opposition regarding this request has been received. See attached staff report for additional information.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division
SECONDARY DEPARTMENT: N/A

**********REQUIRED AUTHORIZATION**********

DEPARTMENT HEAD: Philip Etiwe

Revised 04/09/2021

ORDINANCE NO. _____

AN ORDINANCE VACATING A PORTION OF CITY RIGHT-OF-WAY OVER FATHER RAHM AVENUE RIGHT-OF-WAY, SIXTH AVENUE RIGHT-OF-WAY, AND OCHOA STREET RIGHT-OF-WAY WITHIN BLOCK 81, CAMPBELL ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS

WHEREAS, the abutting property owners have requested vacation of the City right-of-way located on a parcel of land being a portion of Father Rahm Avenue, Sixth Avenue, and Ochoa Street, within Block 81, Campbell Addition, City of El Paso, El Paso County, Texas; and,

WHEREAS, after public hearing the City Plan Commission recommended that a portion of Father Rahm Avenue, Sixth Avenue, and Ochoa Street, within Block 81, Campbell Addition, City of El Paso, El Paso County, Texas, should be vacated and the City Council finds that said portion of right-of-way is not needed for public use and should be vacated as recommended;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That a determination has been made that it is in the best interest of the public that the City Right-of-Way located on the property described as 0.0055 acres within Father Rahm Avenue Right-of-Way, 0.0035 acres within Sixth Avenue Right-of-Way, and 0.0067 acres within Ochoa Street Right-of-Way, Block 81, Campbell Addition, City of El Paso, El Paso County, Texas, and which is more fully described in the attached metes and bounds description, identified as **Exhibit "A"** and in the attached survey identified as **Exhibit "B"** and made a part hereof by reference is hereby vacated.

In addition, the City Manager is authorized to sign an instrument quitclaiming all of the City's right, title and interest in and to such vacated property to Centro De Salud Familiar La Fe

ADOPTED this _____ day of _____, 20__.

THE CITY OF EL PASO

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russell Abeln
Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe
Philip F. Etiwe, Director
Planning & Inspections Department

PRECISION LAND SURVEYORS

10441 VALLE DE ORO DR.
El Paso, Texas 79927
Ph# (915) 222-5227

Being a portion of Father Rahm Avenue,
Block 81, Campbell Addition,
City of El Paso, El Paso County, Texas
November 11, 2022

METES AND BOUNDS DESCRIPTION

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Thence, **North 15°33’45” West** a distance of **1.67 feet** to a point;

Thence, **North 74°05’15” East** a distance of **113.05 feet** to a point;

Thence, **South 20°13’04” East** a distance of **0.18 feet** to a point;

Thence, **North 74°59’01” East** a distance of **6.26 feet** to a point;

Thence, **South 15°05’55” East** a distance of **2.12 feet** to a point at the north line of said Lot 11;

Thence the north line of said Lot 11, **South 74°26’15” West** a distance of **119.31 feet** to “**TRUE POINT OF BEGINNING**” and containing in all **241 square feet or 0.0055 acres** of land more or less.

Jesus D. Ibarra, RPLS No.6085
November 11, 2022



PRECISION LAND SURVEYORS

10441 VALLE DE ORO DR.
El Paso, Texas 79927
Ph# (915) 222-5227

Being a portion of Sixth Avenue,
Block 81, Campbell Addition,
City of El Paso, El Paso County, Texas
November 11, 2022

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Thence, leaving the southeast corner of lot 20, **South 15°33’45” East** a distance of **0.85 feet** to a point;

Thence, **South 74°02’11” West** a distance of **120.00 feet** to a point;

Thence, **North 15°33’45” West** a distance of **1.69 feet** to a point at the southwest corner of Lot 20, Block 81, Campbell Addition;

Thence along the south line of said Lot 20, **North 74°26’15” East** a distance of **120.00 feet** to “**TRUE POINT OF BEGINNING**” and containing in all **152 square feet or 0.0035 acres** of land more or less.

Jesus D. Ibarra, RPLS No.6085
November 11, 2022



PRECISION LAND SURVEYORS

10441 VALLE DE ORO DR.
El Paso, Texas 79927
Ph# (915) 222-5227

Parcel B,
Being a portion of Ochoa Street,
Block 81, Campbell Addition,
City of El Paso, El Paso County, Texas
November 11, 2022

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Thence, **South 74°26'15" West** a distance of **1.50 feet** to a point;

Thence, **North 15°33'45" West** a distance of **194.50 feet** to a point;

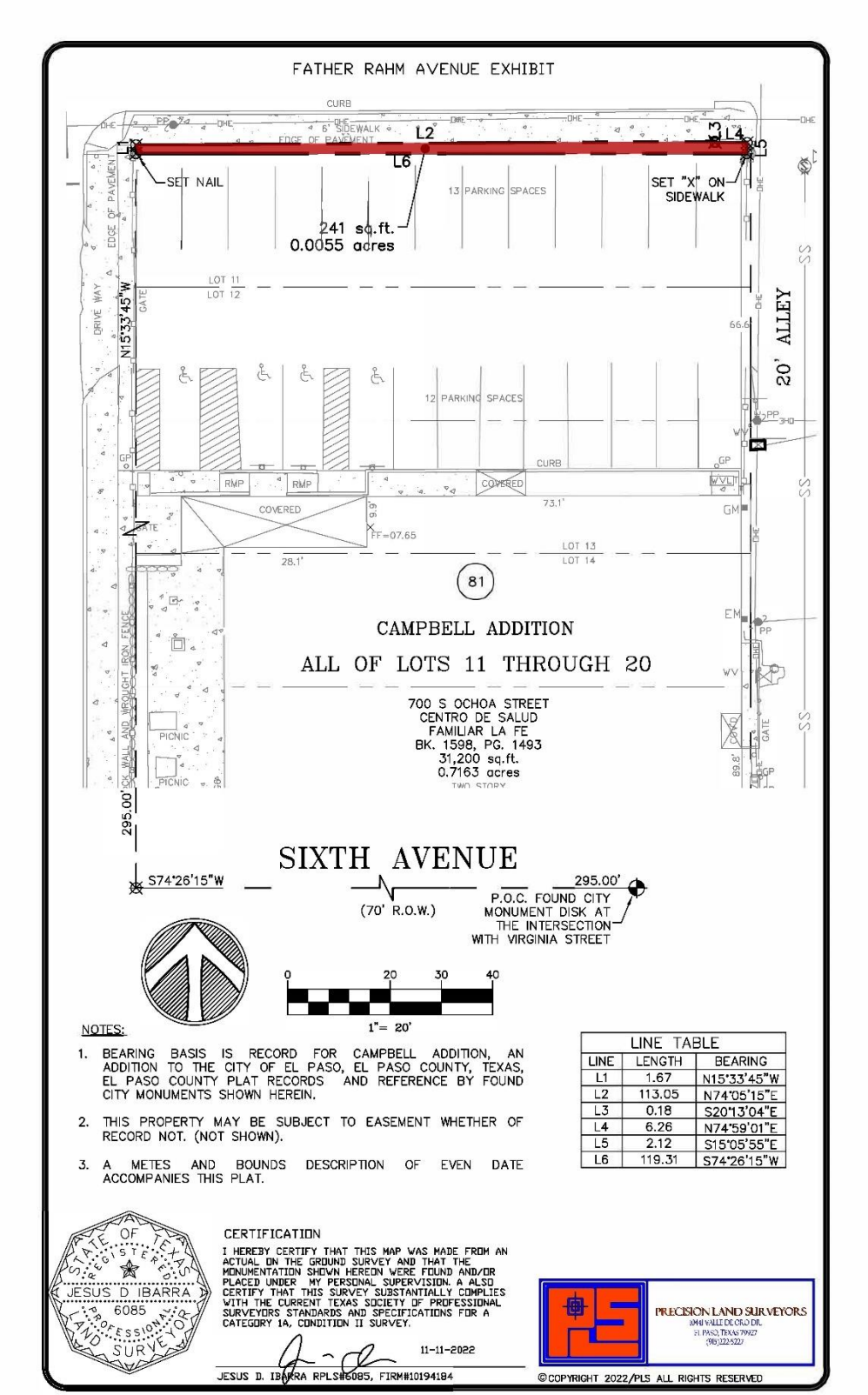
Thence, **North 74°26'15" East** a distance of **1.50 feet** to a point at the east right of way line of Ochoa Street;

Thence along said east right of way line of Ochoa Street, **South 15°33'45" East** a distance of **194.50 feet** to "**TRUE POINT OF BEGINNING**" and containing in all **292 square feet or 0.0067 acres** of land more or less.

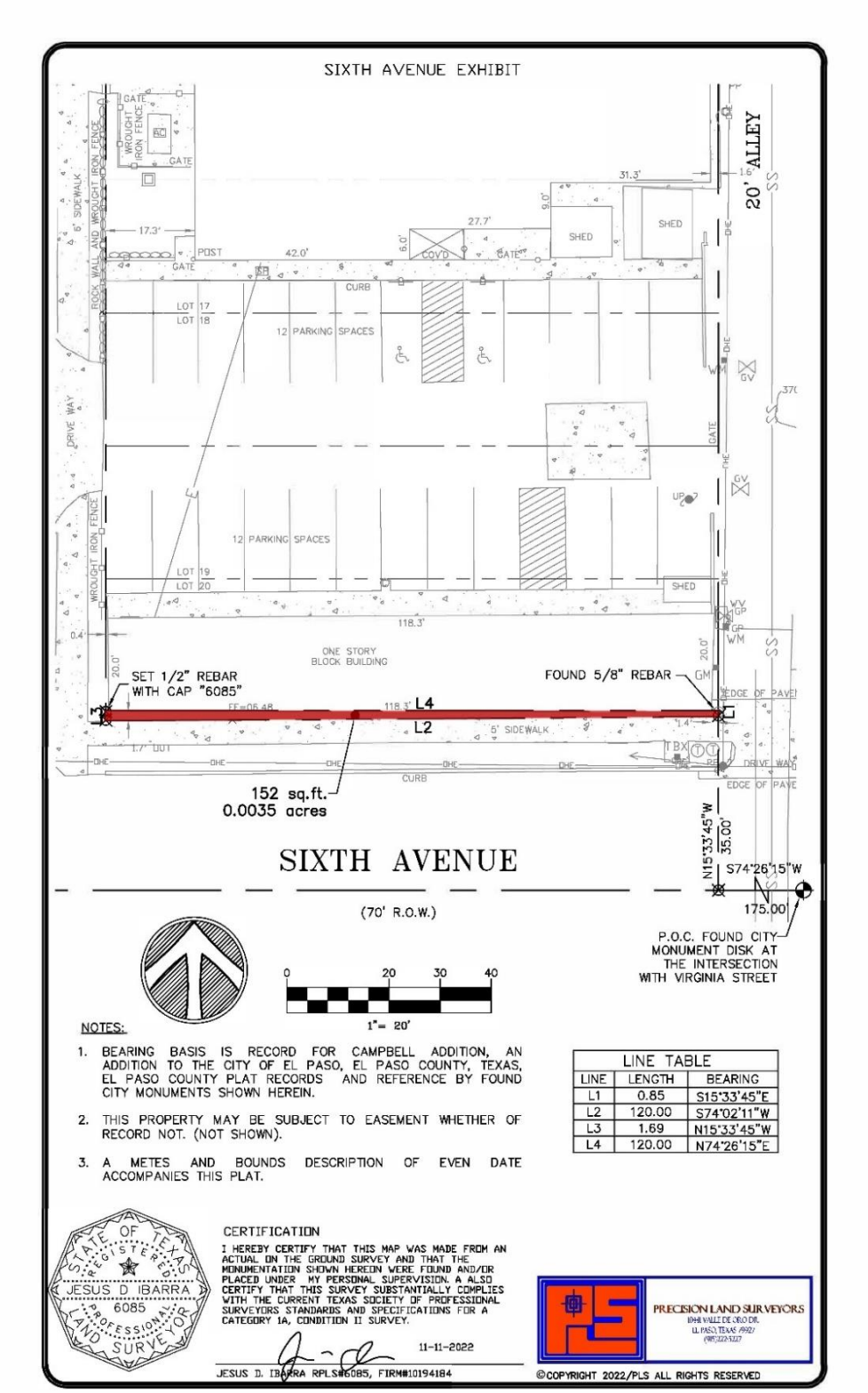
Jesus D. Ibarra, RPLS No.6085
March 1, 2023



Exhibit “B”



ROW Vacation SURW22-00016
HiQ 833 TRAN-4944427



NOTES:

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LINE TABLE		
LINE	LENGTH	BEARING
L1	0.85	S15°33'45"E
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STATE OF TEXAS
REGISTERED
JESUS D IBARRA
6085
PROFESSIONAL
LAND SURVEYOR

CERTIFICATION

I HEREBY CERTIFY THAT THIS MAP WAS MADE FROM AN ACTUAL ON THE GROUND SURVEY AND THAT THE MONUMENTATION SHOWN HEREIN WERE FOUND AND/OR PLACED UNDER MY PERSONAL SUPERVISION. A ALSO CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II SURVEY.

11-11-2022

JESUS D. IBARRA RPLS#6085, FIRM#10194184

PRECISION LAND SURVEYORS
1998 VALLE DE ORO DR.
EL PASO, TEXAS 79927
(915)222-5217

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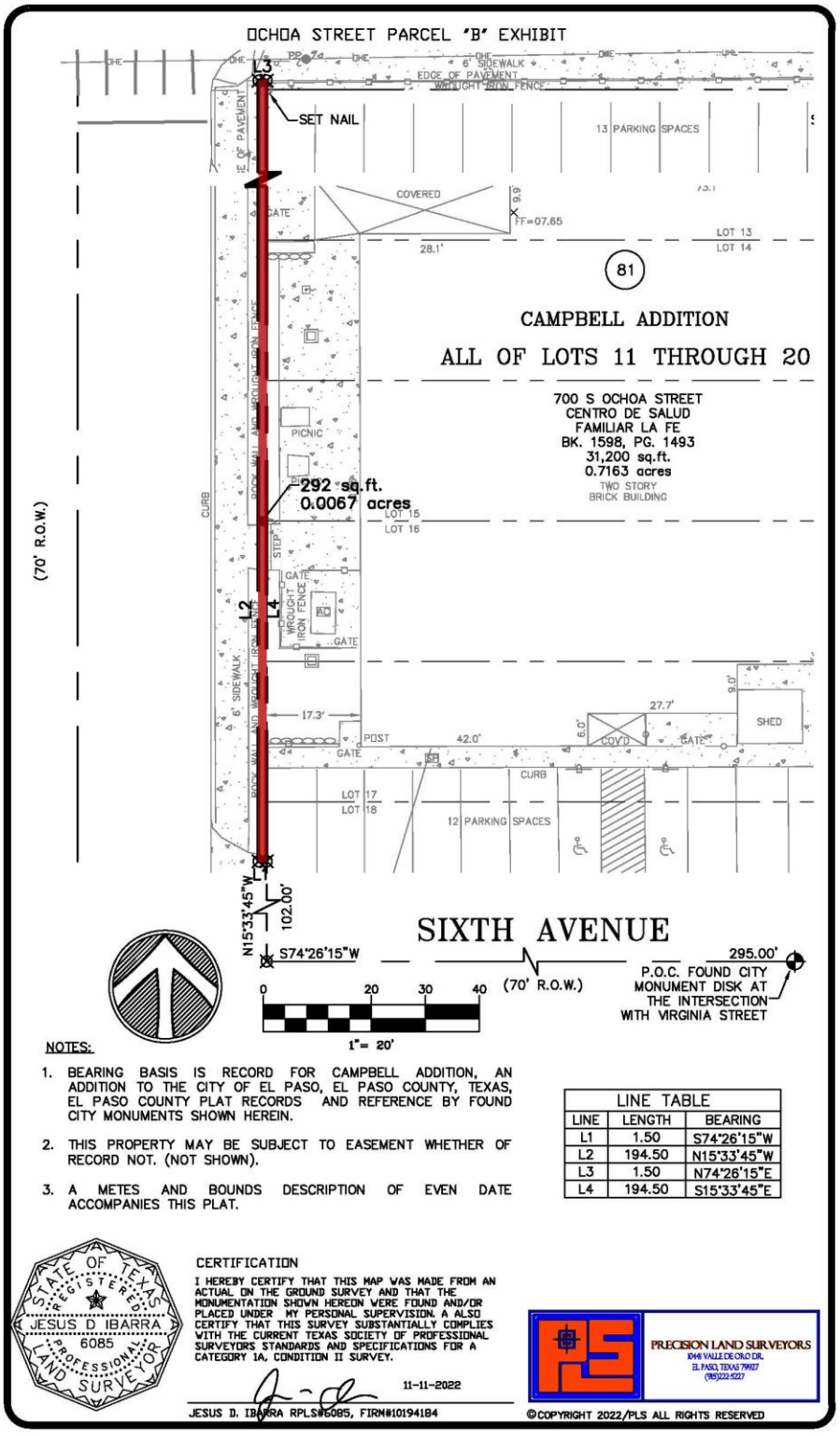

ROW Vacation SURW22-00016
HiQ 833 TRAN-4944427

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

THE STATE OF TEXAS }
} **QUITCLAIM DEED**
COUNTY OF EL PASO }

That in consideration of the receipt by the **CITY OF EL PASO** of TEN DOLLARS ($10.00) and other valuable consideration, the sufficiency of which is acknowledged, **THE CITY OF EL PASO**, has released and quitclaimed and by these presents does release and quitclaim unto [Centro De Salud Familiar La Fe] (the "Grantee"), all its rights, title interest, claim and demand in and to the property which was vacated, closed and abandoned by Ordinance No. _____, passed and approved by the City Council of the City of El Paso and described as **A PORTION OF 0.0055 ACRES WITHIN FATHER RAHM AVENUE RIGHT-OF-WAY, 0.0035 ACRES WITHIN SIXTH AVENUE RIGHT-OF-WAY, AND 0.0067 ACRES WITHIN OCHOA STREET RIGHT-OF-WAY, BLOCK 81, CAMPBELL ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS**, which is more fully described in the attached metes and bounds description, identified as Exhibit "A" and in the attached survey identified as Exhibit "B" and made a part hereof by reference.

WITNESS the following signatures and seal this _____day of _____, 20___.

CITY OF EL PASO

_____
Tomás González, City Manager

ATTEST:

_____
Laura D. Prine, Interim City Clerk

APPROVED AS TO FORM:

Russell Abeln
Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe
Philip F. Etiwe, Director
Planning and Inspections Department

(Acknowledgement on following page)

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this _____ day of _____, 20__, by Tomás González, as City Manager for the CITY OF EL PASO.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:
_____

AFTER FILING RETURN TO:
Centro De Salud Familiar La Fe
700 S. Ochoa
El Paso, Texas 79901

PRECISION LAND SURVEYORS

10441 VALLE DE ORO DR.
El Paso, Texas 79927
Ph# (915) 222-5227

Being a portion of Father Rahm Avenue,
Block 81, Campbell Addition,
City of El Paso, El Paso County, Texas
November 11, 2022

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Jesus D. Ibarra, RPLS No.6085
November 11, 2022



PRECISION LAND SURVEYORS

10441 VALLE DE ORO DR.
El Paso, Texas 79927
Ph# (915) 222-5227

Being a portion of Sixth Avenue,
Block 81, Campbell Addition,
City of El Paso, El Paso County, Texas
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Jesus D. Ibarra, RPLS No.6085
November 11, 2022



PRECISION LAND SURVEYORS

10441 VALLE DE ORO DR.
El Paso, Texas 79927
Ph# (915) 222-5227

Parcel B,
Being a portion of Ochoa Street,
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November 11, 2022

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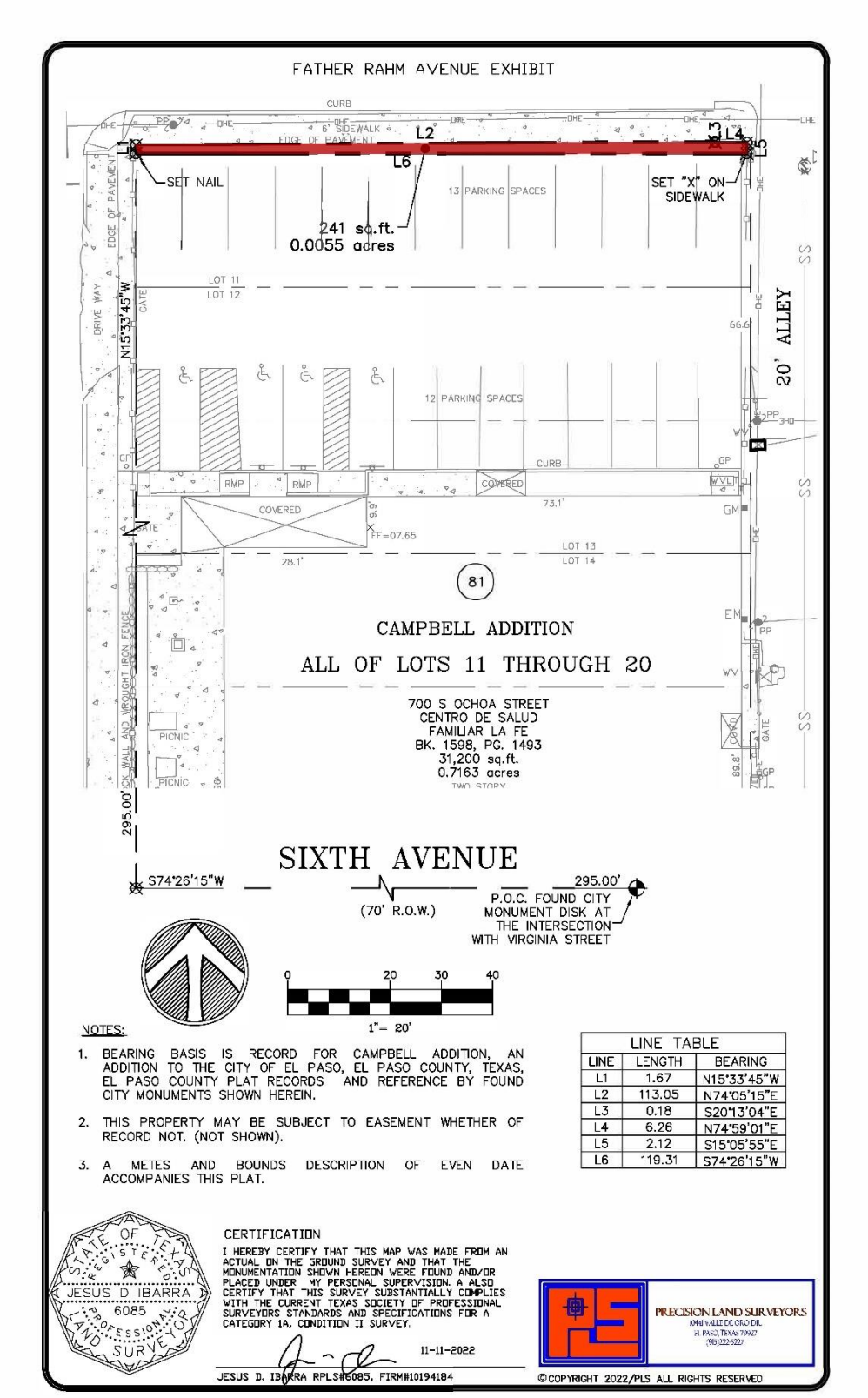
Jesus D. Ibarra, RPLS No.6085
March 1, 2023



Exhibit “B”



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LINE TABLE		
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L1	1.67	N15°33'45"W
L2	113.05	N74°05'15"E
L3	0.18	S20°13'04"E
L4	6.26	N74°59'01"E
L5	2.12	S15°05'55"E
L6	119.31	S74°26'15"W

STATE OF TEXAS
REGISTERED
JESUS D IBARRA
6085
PROFESSIONAL
LAND SURVEYOR

CERTIFICATION

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11-11-2022

JESUS D. IBARRA RPLS#6085, FIRM#10194184

PRECISION LAND SURVEYORS
10481 VALLE DE ORO DR.
EL PASO, TEXAS 79927
(915) 222-5227

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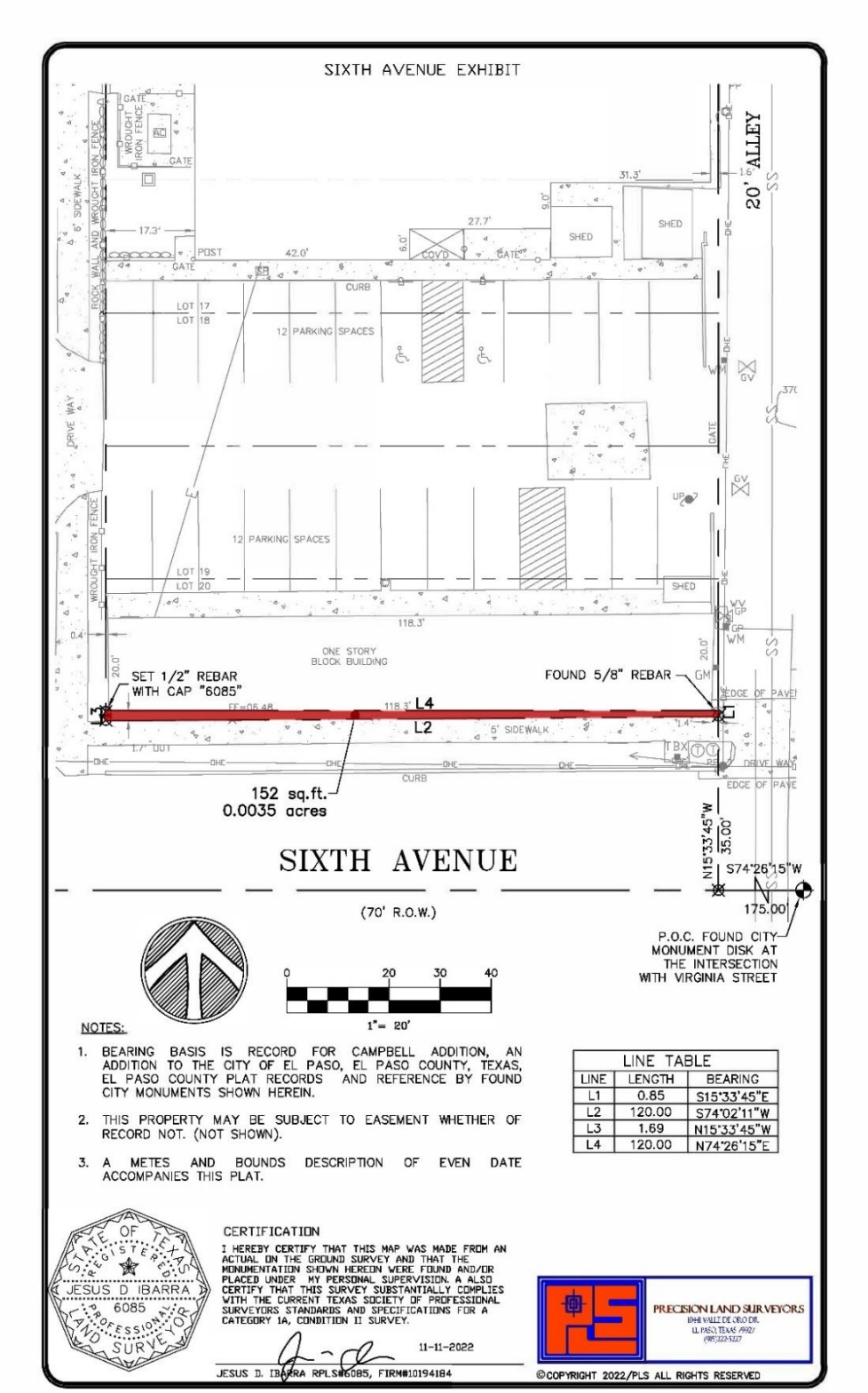
ROW Vacation SURW22-00016
HiQ 833 TRAN-4944427



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STATE OF TEXAS REGISTERED JESUS D IBARRA 6085 PROFESSIONAL LAND SURVEYOR

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11-11-2022

JESUS D. IBARRA RPLS#6085, FIRM#10194184

PRECISION LAND SURVEYORS

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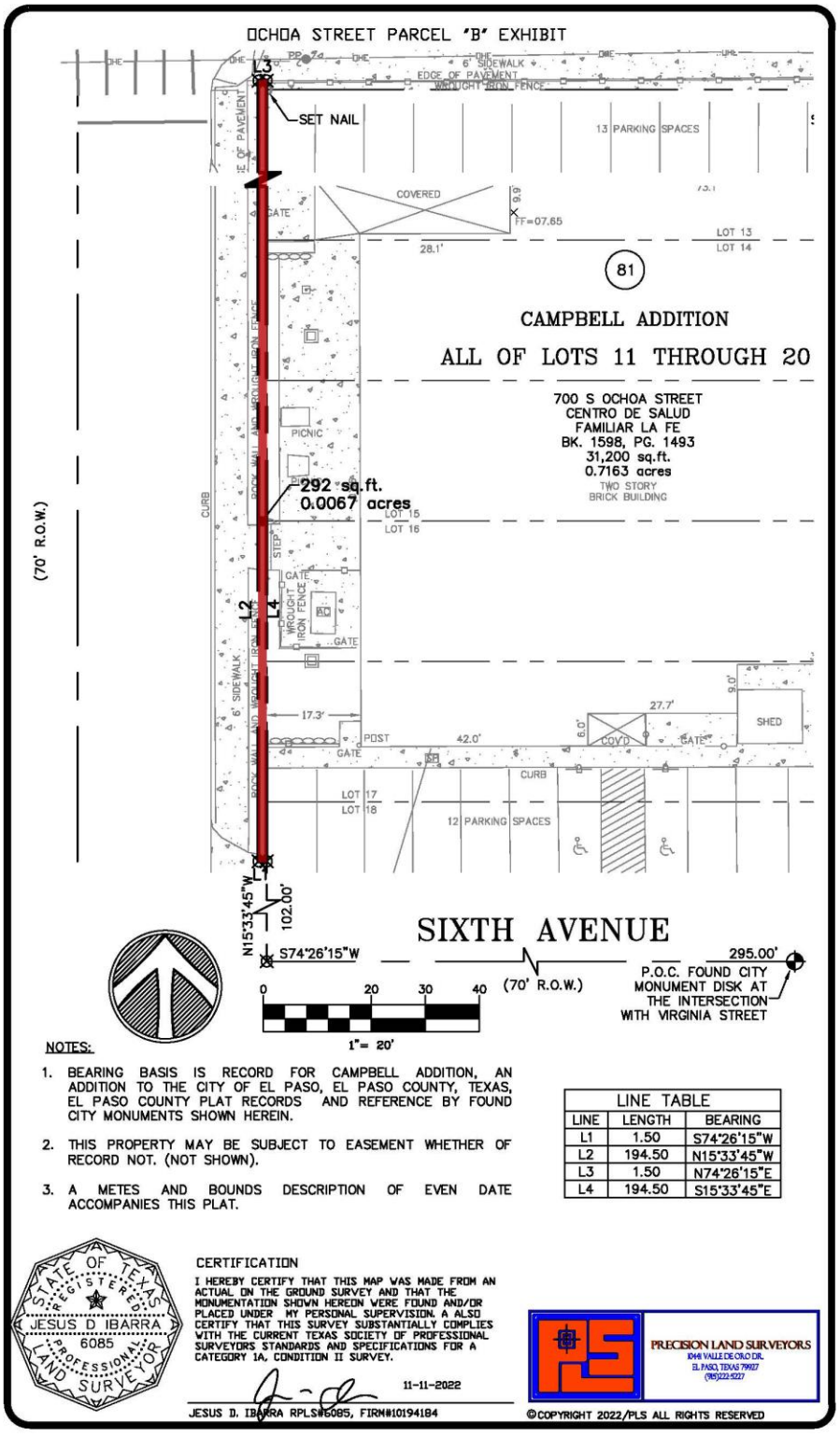
Exhibit “B”



ROW Vacation SURW22-00016
HiQ 833 TRAN-4944427

Father Rahm Ave., Sixth Ave., and Ochoa St. Right-of-Way Vacation REVISED

City Plan Commission — March 9, 2023

CASE NUMBER/TYPE:	**SURW22-00016 – Father Rahm Ave., Sixth Ave., and Ochoa St. Right-of-Way Vacation**
CASE MANAGER:	Armida R. Martinez, (915) 212-1605, martinezar@elpasotexas.gov
PROPERTY OWNER:	Centro De Salud Familiar La Fe
REPRESENTATIVE:	Mijares-Mora Architects, Inc.
LOCATION:	700 S. Ochoa (District 8)
PROPERTY AREA:	0.057 acres
ZONING DISTRICT(S):	A-3 (Apartment)
PUBLIC INPUT:	No opposition received as of March 2, 2023

SUMMARY OF RECOMMENDATION: Staff recommends approval of the vacation of portions of Father Rahm Ave., Sixth Ave., and Ochoa St. Right-of-Way.

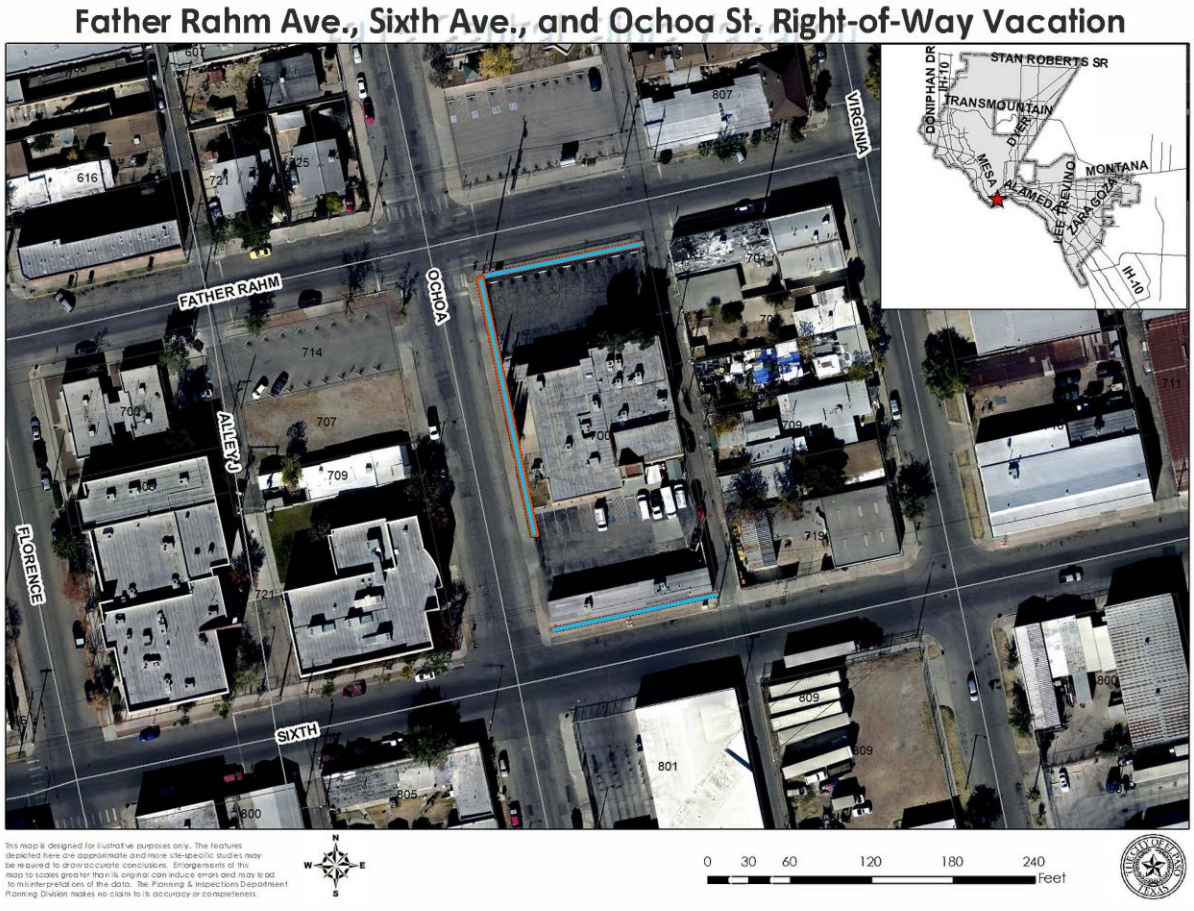


Figure A: Proposed area to be vacated

DESCRIPTION OF REQUEST: The applicant is requesting to vacate several portions of right-of-way located within Campbell Addition subdivision in order to address existing encroachments onto city right of way. The applicant is requesting to vacate a total of 0.0057 acres of portions of Father Rahm Avenue (241 sq. ft.), Sixth Avenue (152 sq. ft.) and Ochoa Street (292 sq. ft.). This request will remedy the encroachments that have been in existence since 1954.

There are no additional improvements proposed within the existing right-of-way and all existing infrastructure within the right-of way is expected to remain.

CASE HISTORY/RELATED APPLICATIONS: N/A

NEIGHBORHOOD CHARACTER: Surrounding neighborhood characteristics are identified in the following table.

Surrounding Zoning and Use	
North	A-3 (Apartment) / Community Center
South	C-4/sp (Commercial/special permit) / Commercial Development
East	A-3/C-4 (Apartment/Commercial) / Residential and Commercial Development
West	A-3/sp/C-4 (Apartment/special permit) Commercial) / Wellness Center/parking lot
Nearest Public Facility and Distance	
Park	Boys Club (0.076 mi.)
School	La Fe Preparatory Charter School (PK-7) (0.076 mi.)
***Plan El Paso* Designation**	
G2, Traditional Neighborhood (Walkable)	
Impact Fee Service Area	
N/A	

PUBLIC COMMENT: Notices of the proposed right-of-way vacation were sent on February 27, 2023 to all property owners within 200 feet of the subject property. As of March 2, 2023, staff has not received any communication regarding this request.

CITY PLAN COMMISSION OPTIONS:

The City Plan Commission (CPC) has the authority to advise City Council on right-of-way vacation requests. When a request is brought forward to the CPC for review, the Commission may take any of the following actions:

1. **Recommend Approval**: The CPC finds that the proposed vacation request is in conformance with all applicable requirements of Title 19 of the El Paso City Code. **(Staff Recommendation)**
2. **Recommend Approval with Conditions:** The CPC may recommend that City Council impose additional conditions on approval of the request that bring the request into conformance with all applicable requirements of Title 19 of the El Paso City Code.
3. **Recommend Denial:** The CPC finds that the proposed request is not in conformance with all applicable requirements of Title 19 of the El Paso City Code.

ATTACHMENTS:

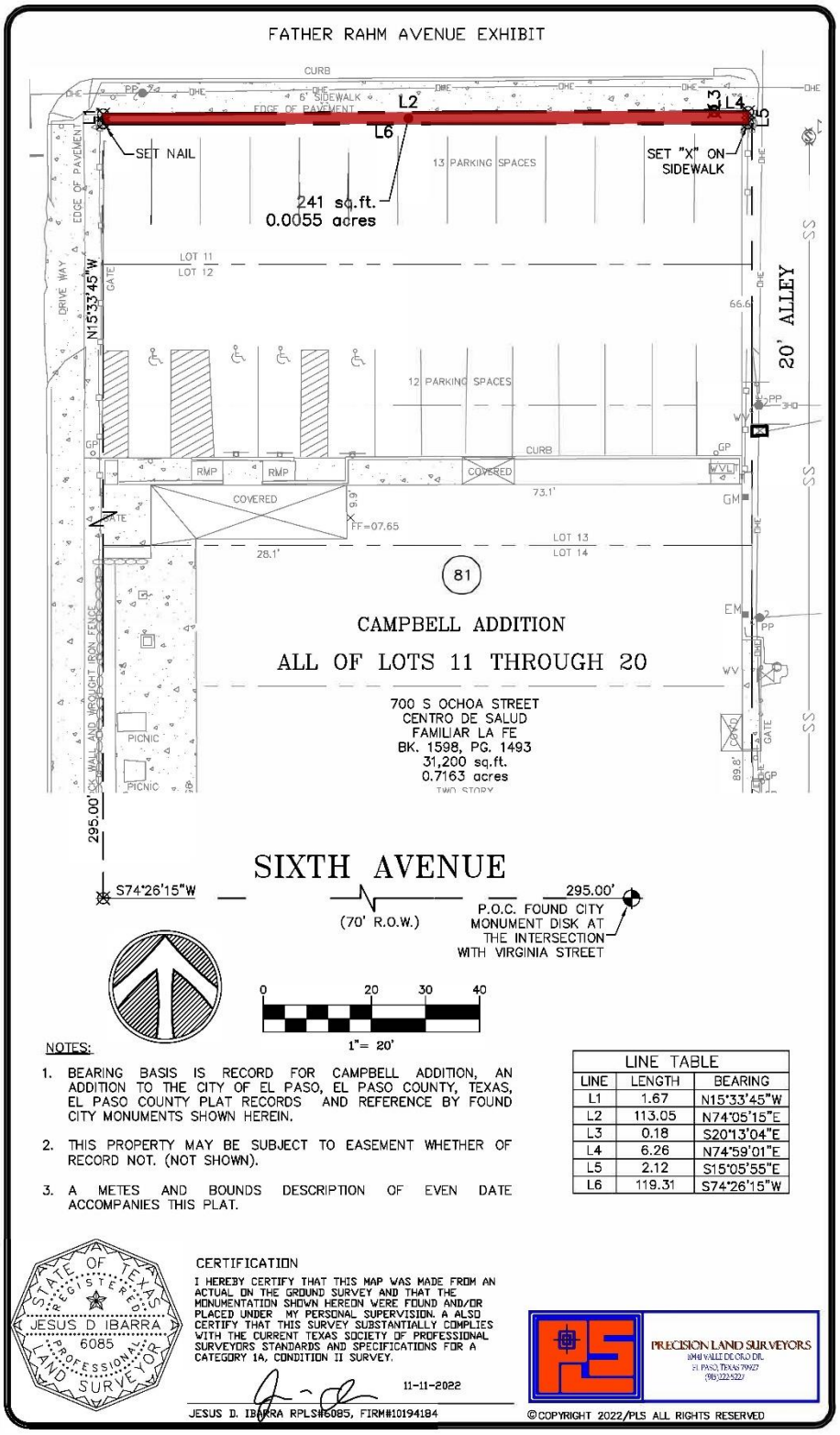
1. Aerial Map
2. Father Rahm Avenue Survey
3. Father Rahm Metes and Bound Description
4. Sixth Avenue Survey

5. Six Avenue Metes and Bounds Description
6. Ochoa Street Survey
7. Ochoa Street Metes and Bounds Description
8. Application
9. Department Comments

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3

PRECISION LAND SURVEYORS
10441 VALLE DE ORO DR.
El Paso, Texas 79927
Ph# (915) 222-5227

Being a portion of Father Rahm Avenue,
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City of El Paso, El Paso County, Texas
November 11, 2022

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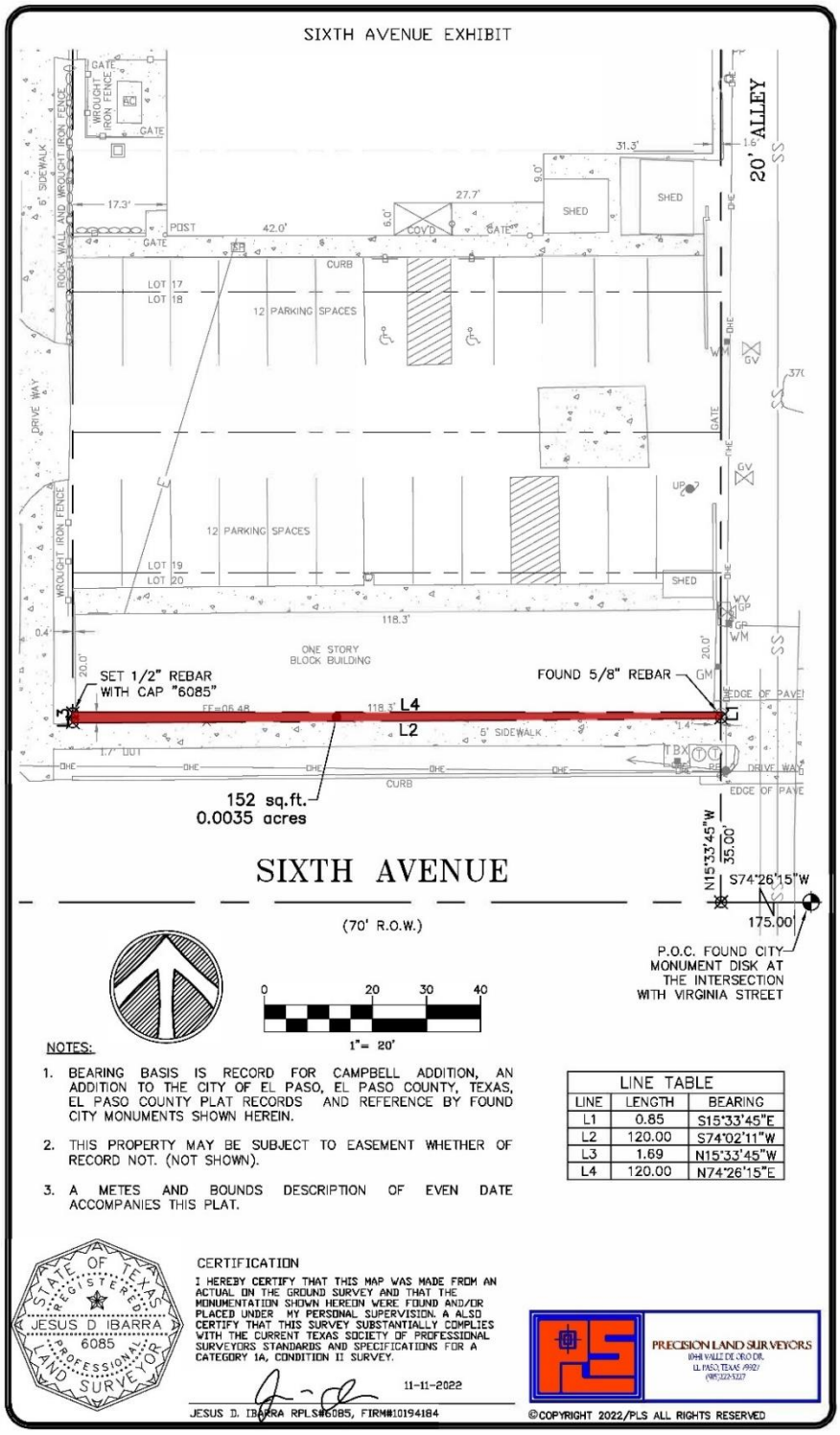
Jesus D. Ibarra, RPLS No.6085
November 11, 2022



ATTACHMENT 4



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L2	120.00	S74°02'11"W
L3	1.69	N15°33'45"W
L4	120.00	N74°26'15"E

STATE OF TEXAS REGISTERED JESUS D IBARRA 6085 PROFESSIONAL LAND SURVEYOR

CERTIFICATION

I HEREBY CERTIFY THAT THIS MAP WAS MADE FROM AN ACTUAL ON THE GROUND SURVEY AND THAT THE MONUMENTATION SHOWN HEREIN WERE FOUND AND/OR PLACED UNDER MY PERSONAL SUPERVISION. A ALSO CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II SURVEY.

11-11-2022

JESUS D. IBARRA RPLS#6085, FIRM#10194184

PRECISION LAND SURVEYORS
10481 VALLE DE ORO DR.
EL PASO, TEXAS 79927
(915)222-5227

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ATTACHMENT 5

PRECISION LAND SURVEYORS
10441 VALLE DE ORO DR.
El Paso, Texas 79927
Ph# (915) 222-5227

Being a portion of Sixth Avenue,
Block 81, Campbell Addition,
City of El Paso, El Paso County, Texas
November 11, 2022

METES AND BOUNDS DESCRIPTION

Being a portion of Sixth Avenue, Block 81, Campbell Addition, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof filed in volume 02, page 68, El Paso County Plat Records, and being more particularly described by metes and bounds as follows:

Commencing for reference at a found city monument disk at the intersection of Virginia street and Sixth Avenue, Thence along the center line of Sixth Avenue South 74°26'15" West a distance of 175.00 feet to point, thence leaving said center line, North 15°33'45" West a distance of 35.00 feet to a found 5/8" rebar at the southeast corner of Lot 20, Block 81, Campbell Addition and the "**TRUE POINT OF BEGINNING**".

Thence, leaving the southeast corner of lot 20, **South 15°33'45" East** a distance of **0.85 feet** to a point;

Thence, **South 74°02'11" West** a distance of **120.00 feet** to a point;

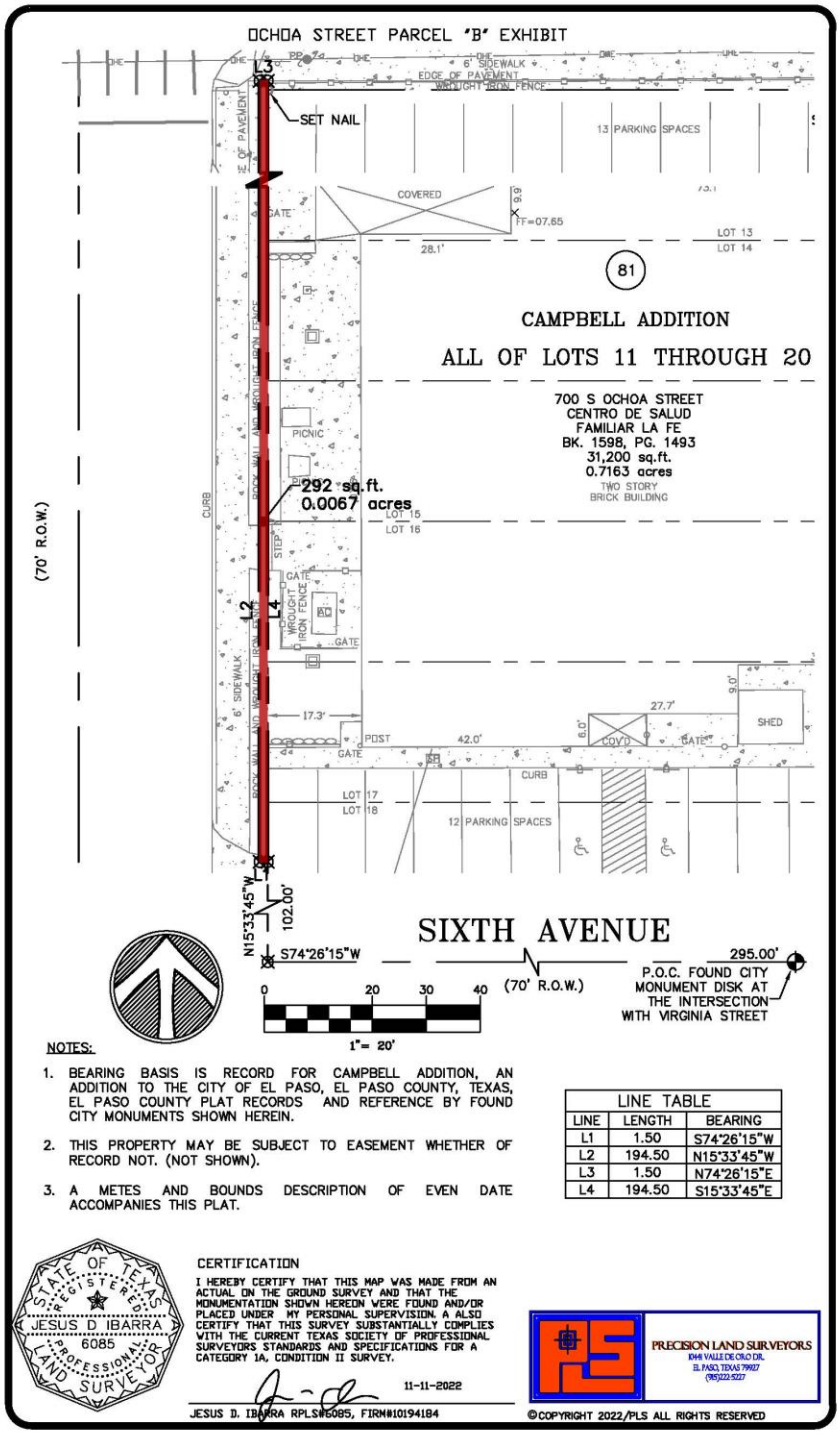
Thence, **North 15°33'45" West** a distance of **1.69 feet** to a point at the southwest corner of Lot 20, Block 81, Campbell Addition;

Thence along the south line of said Lot 20, **North 74°26'15" East** a distance of **120.00 feet** to "**TRUE POINT OF BEGINNING**" and containing in all **152 square feet or 0.0035 acres** of land more or less.

Jesus D. Ibarra, RPLS No.6085
November 11, 2022



ATTACHMENT 6



ATTACHMENT 7

PRECISION LAND SURVEYORS
10441 VALLE DE ORO DR.
El Paso, Texas 79927
Ph# (915) 222-5227

Parcel B,
Being a portion of Ochoa Street,
Block 81, Campbell Addition,
City of El Paso, El Paso County, Texas
November 11, 2022

METES AND BOUNDS DESCRIPTION

Being a portion of Ochoa Street, Block 81, Campbell Addition, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof filed in volume 02, page 68, El Paso County Plat Records, and being more particularly described by metes and bounds as follows:

Commencing for reference at a found city monument disk at the intersection of Virginia street and Sixth avenue, Thence along the center line of Sixth Avenue, South 74°26'15" West a distance of 295.00 feet to a point, Thence leaving said center line, North 15°33'45" West a distance of 102.00feet to a point at the east right of way line of Ochoa Street and the "**TRUE POINT OF BEGINNING**".

Thence, **South 74°26'15" West** a distance of **1.50 feet** to a point;

Thence, **North 15°33'45" West** a distance of **194.50 feet** to a point;

Thence, **North 74°26'15" East** a distance of **1.50 feet** to a point at the east right of way line of Ochoa Street;

Thence along said east right of way line of Ochoa Street, **South 15°33'45" East** a distance of **194.50 feet** to "**TRUE POINT OF BEGINNING**" and containing in all **292 square feet or 0.0067 acres** of land more or less.

Jesus D. Ibarra, RPLS No.6085
March 1, 2023

STATE OF TEXAS
REGISTERED
JESUS D IBARRA
6085
PROFESSIONAL
LAND SURVEYOR

ATTACHMENT 8

VACATION PUBLIC EASEMENTS AND RIGHTS-OF-WAY APPLICATION

Date: 12.15.2022 File No. SURW22-00016

1. APPLICANTS NAME Centro de Salud Familiar La Fe

ADDRESS 700 S Ochoa St, El Paso TX ZIP CODE 79901 TELEPHONE 915.545.4550

2. Request is hereby made to vacate the following: (check one)

Street [✓] Alley [✓] Easement [ ] Other [ ]

Street Name(s) 6th Ave, S Ochoa Father Ram Ave Subdivision Name Campbell Addition

Abutting Blocks N/A Surrounded by Ochoa, Father Ram and 6th Street Abutting Lots N/A Surrounded by Ochoa, Father Ram and 6th Street

3. Reason for vacation request: Regularize existing conditions of the property

4. Surface Improvements located in subject property to be vacated:
None [ ] Paving [ ] Curb & Gutter [ ] Power Lines/Poles [ ] Fences/Walls [✓] Structures [ ] Other [ ]

5. Underground Improvements located in the existing rights-of-way:
None [ ] Telephone [✓] Electric [ ] Gas [ ] Water [ ] Sewer [✓] Storm Drain [ ] Other [✓]

6. Future use of the vacated right-of-way:
Yards [ ] Parking [ ] Expand Building Area [ ] Replat with abutting Land [ ] Other [✓]

7. Related Applications which are pending (give name or file number):
Zoning [ ] Board of Adjustment [✓] Subdivision [ ] Building Permits [ ] Other [ ]

8. Signatures: All owners of properties which abut the property to be vacated must appear below with an adequate legal description of the properties they own (use additional paper if necessary).

Signature	Legal Description	Telephone

The undersigned Owner/Applicant/Agent understands that the processing of this Application will be handled in accordance with the procedure for Requesting Vacations and that no action on processing will be taken without payment of the non-refundable processing fee. It is further understood that acceptance of this application and fee in no way obligates the City to grant the Vacation. I/We further understand that the fee, if the Vacation is granted will be determined by the City of El Paso and a Certified or Cashier's Check must be presented before the request will be recommended for Council action.

The undersigned acknowledges that he or she is authorized to do so, and upon the City's request will provide evidence satisfactory to the City confirming these representations.

The granting of a vacation request shall not be construed to be a waiver of or an approval of any violation of any of the provisions of any applicable City ordinances

OWNER SIGNATURE: REPRESENTATIVE SIGNATURE:

REPRESENTATIVE (PHONE) 915.542.1591

REPRESENTATIVE (E-MAIL) jmora@mjaresmora.com / freyes@mjaresmora.com

NOTE: SUBMITTAL OF AN APPLICATION DOES NOT CONSTITUTE ACCEPTANCE FOR PROCESSING UNTIL THE PLANNING DEPARTMENT REVIEWS THE APPLICATION FOR ACCURACY AND COMPLETENESS.

Planning & Inspections Department
811 Texas | P.O. Box 1890 | El Paso, Texas 79950-1890| (915) 212-0085

ATTACHMENT 9

Planning and Inspections Department- Planning Division
Staff recommends approval.

Planning and Inspections Department- Land Development Division
Recommend approval.

Parks and Recreation:
No objections.

Sun Metro:
Sun Metro does not have any issues or exceptions with application SURW22-00016 La Fe Central Clinic Vacation.

Fire Department:
Recommend approval.

Streets and Maintenance Department:
No objections.

Capital Improvement Department
No comments received.

El Paso Water Utilities:
We have reviewed the subdivision described above and provide the following comments:

1. Provide a conceptual Drainage Plan indicating existing and proposed major stormwater sewer facilities as per Section 19.02.020 of the Municipal Code.

2. Show existing drainage flow patterns on the improvement survey and identify the discharge location for all storm water runoff.

3. Provide the FEMA FIRM panel number and flood zone information.

4. As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Section 19.19.010.

AT&T
No objections.

Texas Gas
No comments received.

El Paso Electric

El Paso Electric has no comments for the plat.

Spectrum:

No comments received.

El Paso County 911 District

No comments received.

Texas Department of Transportation

No comments received.

El Paso County Water Improvement District #1

The item is not within the boundaries of EPCWID1.

File #: 23-881, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

District 6
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Saul Pina, (915) 212-1612

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance changing the zoning of Tract 40, O.A. Danielson Survey No. 310, City of El Paso, El Paso County, Texas from R-3 (Residential) to C-4 (Commercial). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with *Plan El Paso*, the City's Comprehensive Plan.

Subject Property: North of Rojas Drive and East of George Dieter Drive
Applicant: EPX Construction, PZRZ23-00010

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: June 20, 2023
PUBLIC HEARING DATE: July 18, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Saul Pina, (915) 212-1612

DISTRICT(S) AFFECTED: District 6

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:
An Ordinance changing the zoning of Tract 40, O.A. Danielson Survey No. 310, City of El Paso, El Paso County, Texas from R-3 (Residential) to C-4 (Commercial). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with *Plan El Paso*, the City's Comprehensive Plan.

Subject Property: North of Rojas Drive and East of George Dieter Drive
Applicant: EPX Construction, PZRZ23-00010

BACKGROUND / DISCUSSION:
The applicant is requesting to rezone from R-3 (Residential) to C-4 (Commercial) to allow for office warehouse and restaurant. City Plan Commission recommended 6-0 to approve the proposed rezoning on May 4, 2023. As of June 13, 2023, the Planning Division has not received any communication in support or opposition to the rezoning request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division
SECONDARY DEPARTMENT: N/A

**********************REQUIRED AUTHORIZATION**********************

DEPARTMENT HEAD:

Philip Etiwe

Revised 04/09/2021

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF TRACT 40, O.A. DANIELSON SURVEY NO. 310, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-4 (COMMERCIAL). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

Pursuant to Section 20.04.360 of the El Paso City Code, the zoning of **Tract 40, O.A. Danielson Survey No. 310**, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from **R-3 (Residential)** to **C-4 (Commercial)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, 2023

THE CITY OF EL PASO

_____
Oscar Leeser, Mayor

ATTEST:

_____
Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russell Abeln
Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe
Philip F. Etiwe, Director
Planning & Inspections Department

Being All of Tract 40,
O. A. Danielson Survey No. 310
City of El Paso, El Paso County, Texas
March 8, 2023

METES AND BOUNDS DESCRIPTION
Exhibit "A"

FIELD NOTE DESCRIPTION of Tract 40, O.A. Danielson Survey No. 310, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a set ½ rebar at the common boundary corner of Lot 3, Block 1, Las Terrazas Subdivision and Tract 40, O.A. Danielson Survey No. 310 and the westerly right-of-way line of Zaragoza Road (100' R.O.W), same being the **POINT OF BEGINNING** of the herein described parcel;

THENCE, along said westerly right-of-way line, South 32°19'00" West, a distance of 160.01 feet to a found ½ inch rebar for corner along the westerly right-of-way line;

THENCE, leaving said westerly right-of-way line and along said common boundary line of Tract 40, Lot 1, Block 341, Vista del Sol Unit 69 and Lot 1, Block 23, Vista Granada Unit 3, North 57°41'00" West, a distance of 1,237.59 feet to a set ½ inch rebar for corner along the common boundary corner of Tract 40 and Lot 1, Block 23 and the easterly right-of-way line of George Dieter Drive (120' R.O.W.);

THENCE, leaving said common boundary corner and long said easterly right-of-way line of George Dieter Drive, 38.29 feet along the arc of a curve to the left whose radius is 1,380.00 feet, whose interior angle is 01°35'23", whose chord bears North 01°14'31" East, a distance of 38.29 feet to a point for corner;

THENCE, continuing along said easterly right-of-way line, North 00°33'11" West, a distance of 151.88 feet to a set ½ inch rebar for corner along the easterly right-of-way line and the common boundary corner of Tract 40 and Lot 1, Block 1;

THENCE, leaving said easterly right-of-way line and along Tract 40 and Lots 1 and 2, South 57°41'00" East, a distance of 1,340.35 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 206,204.14 square feet or 4.7338 acres of land more or less.

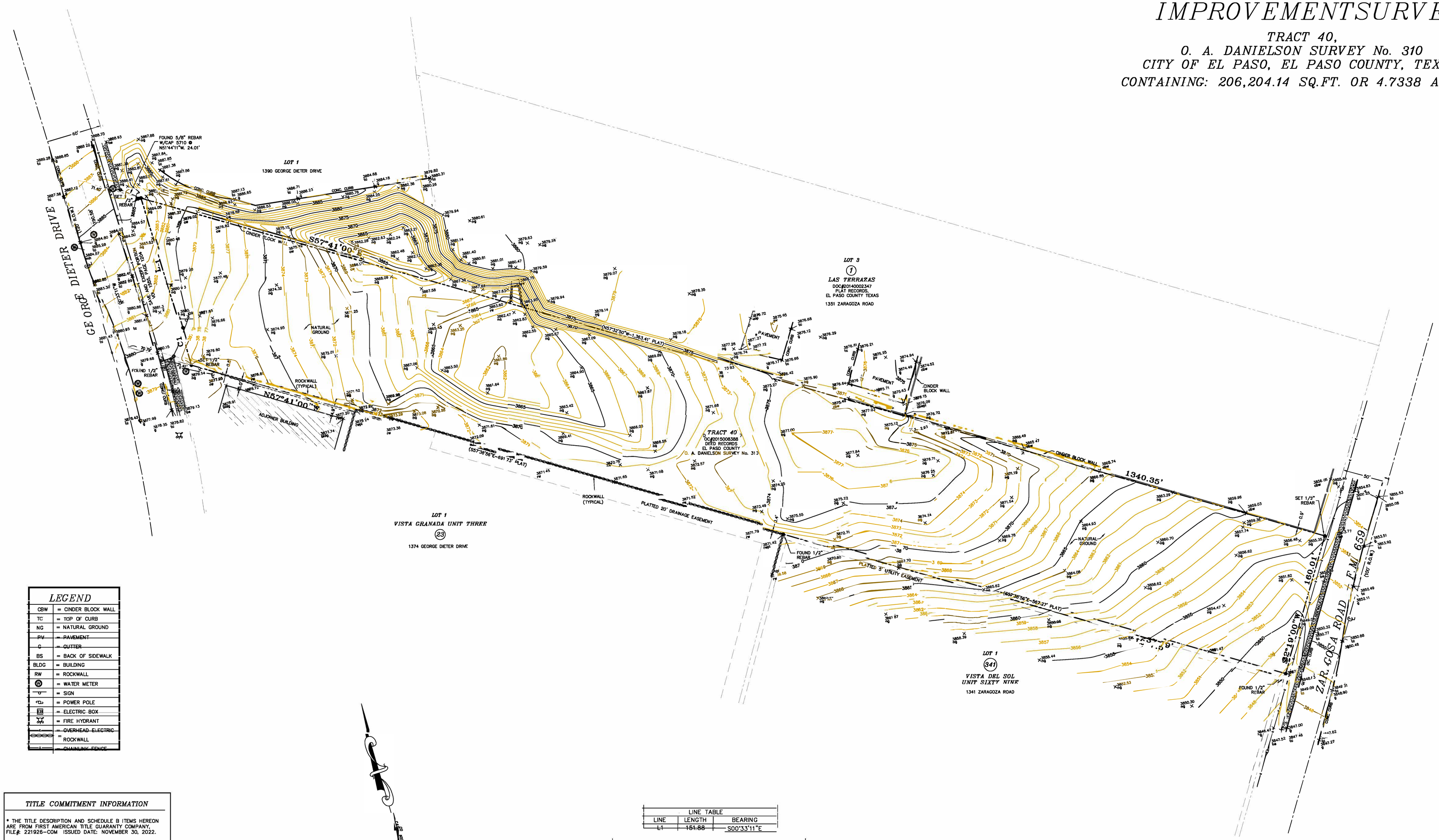
CAD Consulting Co.
1790 Lee Trevino Drive. Suite 309
El Paso, Texas 79936
(915) 633-6422
I:\M&B\2023\23-0369_George Dieter & Zaragoza.wpd



EXHIBIT "A"

TOPOGRAPHIC, BOUNDARY AND IMPROVEMENTSURVEY

TRACT 40,
O. A. DANIELSON SURVEY No. 310
CITY OF EL PASO, EL PASO COUNTY, TEXAS.
CONTAINING: 206,204.14 SQ.FT. OR 4.7338 ACRES ±



LEGEND	
CBW	= CINDER BLOCK WALL
TC	= TOP OF CURB
NG	= NATURAL GROUND
PV	= PAVEMENT
C	= GUTTER
BS	= BACK OF SIDEWALK
BLDG	= BUILDING
RW	= ROCKWALL
W	= WATER METER
S	= SIGN
PP	= POWER POLE
EB	= ELECTRIC BOX
FH	= FIRE HYDRANT
OHE	= OVERHEAD ELECTRIC
RW	= ROCKWALL
CLF	= CHAINLINK FENCE

TITLE COMMITMENT INFORMATION

* THE TITLE DESCRIPTION AND SCHEDULE B ITEMS HEREON ARE FROM FIRST AMERICAN TITLE GUARANTY COMPANY, FILE#: 221926-COM ISSUED DATE: NOVEMBER 30, 2022.

BENCH MARK:
FOUND CITY MONUMENT AT CENTERLINE INTERSECTION OF HENRY BRENNAN & PULLMAN DR.
BENCH MARK ELEV.= 3824.69' CITY DATUM
CONTOUR INTERVAL 1 FOOT
CONTOUR LABEL 5 FEET

LINE TABLE		
LINE	LENGTH	BEARING
L1	151.88	S00°33'11"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	38.29	1380.00	1°35'23"	N00°14'31"E	38.29

GRAPHIC SCALE

50' 0 25' 50' 100' 200'

(IN FEET)
1 inch = 50' ft.

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CAD CONSULTING COMPANY
1790 LEE TREVINO DRIVE SUITE 309
EL PASO, TEXAS 79936
TEL(915) 633-6422 FAX(915) 633-6424

NOTE(S):

1. ACCORDING TO THE FLOOD INSURANCE RATE MAP HEREON DESCRIBED TRACT LIES IN ZONE "X", COMMUNITY PANEL NO. 480214-0045-C AND 480214-0046-C, DATED 02/16/2006.
2. THE LOCATION OF EXISTING UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH SURFACE GROUND MARKINGS, EXCAVATIONS OR UTILITY COMPANY PLANS TO DETERMINE THE EXACT LOCATION OF ANY SUBTERRANEAN USES.

STATE OF TEXAS
REGISTERED
CARLOS M. JIMENEZ
3950
PROFESSIONAL
LAND SURVEYOR

CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING TOPOGRAPHIC BOUNDARY AND IMPROVEMENT SURVEY WAS MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CARLOS M. JIMENEZ R.P.L.S. No. 3950
FIRM# 10099300

JOB # 22-2683 DATE: 12/01/2022 ML

ZONING

North of Rojas and East of George Dieter

City Plan Commission — May 4, 2023

REZONING

CASE NUMBER:	**PZRZ23-00010**
CASE MANAGER:	Saul Pina, (915) 212-1612, PinaSJ@elpasotexas.gov
PROPERTY OWNER:	Robert Pearson; Brent E. Pearson; Troy K. Belcher; Karlye N. Belcher
REPRESENTATIVE:	Gallinar Planning and Development, LLC
LOCATION:	North of Rojas Dr. and East of George Dieter Dr. (District 6)
PROPERTY AREA:	4.87 acres
REQUEST:	Rezone from R-3 (Residential) to C-4 (Commercial)
RELATED APPLICATIONS:	None
PUBLIC INPUT:	None received as of April 27, 2023

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from R-3 (Residential) to C-4 (Commercial) to allow for the use of office warehouse and restaurant.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the rezoning request. This recommendation is based on the consistency of the request with *Plan El Paso*, the City's adopted Comprehensive Plan and the G-4, Suburban (Walkable) future land use designation.

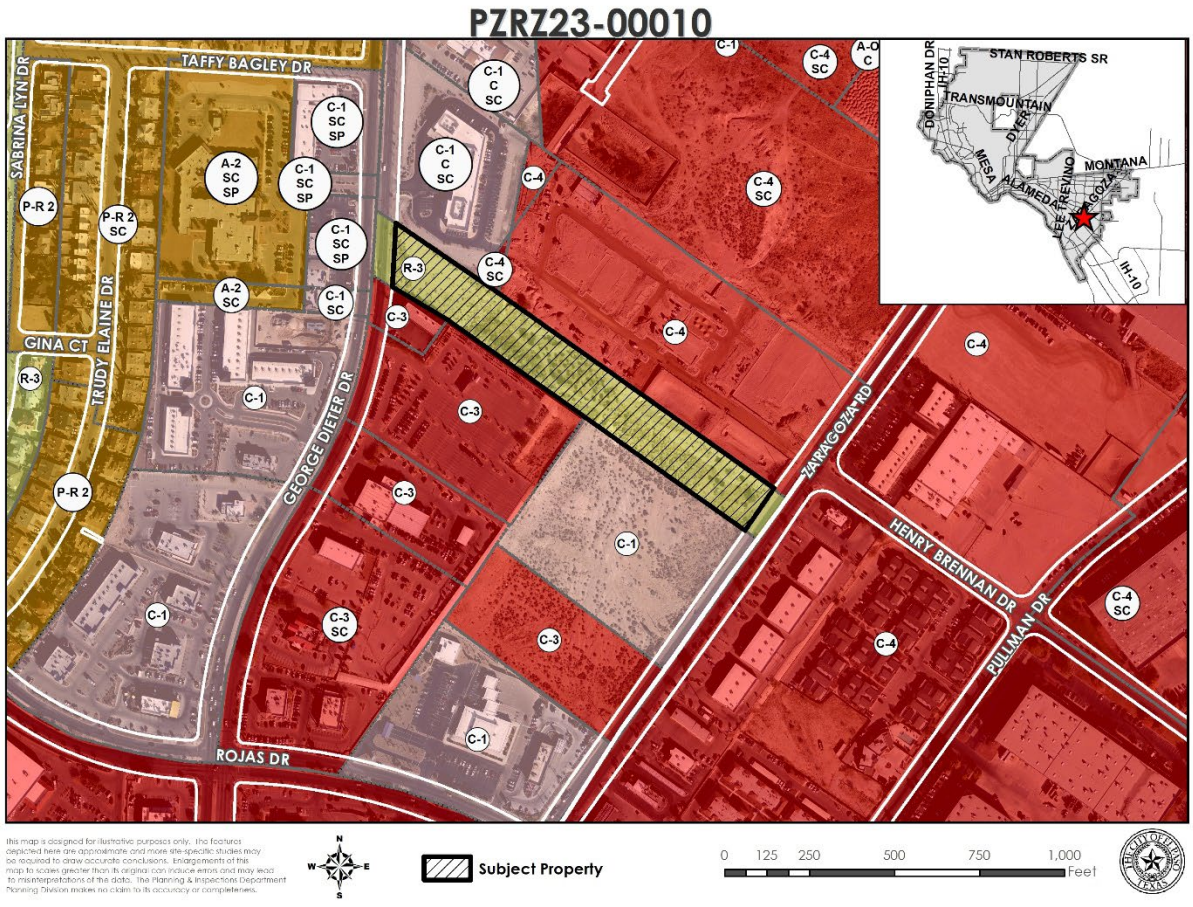


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from R-3 (Residential) to C-4 (Commercial) to allow for the use of office warehouse and restaurant. The subject property is approximately 4.87 acres in size. The conceptual site plan shows three (3) proposed office warehouse buildings and two (2) restaurant buildings. Main access to the subject property will be provided from George Dieter Drive and Zaragoza Road.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed rezoning is consistent with the various commercial uses within the immediate vicinity. Properties to the north include medical and business offices zoned C-1/c/sc (Commercial/conditions/special contract) and C-4 (Commercial); properties to the south include an automobile (sales, service, storage, and rental) establishment and a vacant lot zoned C-3 (Commercial) and C-1 (Commercial); properties to the east include a shopping center zoned C-4 (Commercial); and properties to the west include medical offices zoned C-1/sc/sp (Commercial/special contract/special permit). The nearest school, Myrtle Cooper Elementary School, is located 0.8 miles and the nearest park, Blackie Chesher Park, is located 1.2 miles in proximity to the subject property.

REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: **G-4, Suburban (Walkable):** This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.	Yes. The proposed development is compatible with the future land use designation as it will integrate well with the abutting commercial establishments and provide uses previously not available.
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **C-4 (Commercial):** The purpose of this district is to provide for locations for the most intensive commercial uses intended to serve the entire city. It is intended that the district regulations permit heavy commercial uses characterized by automotive and light warehousing. The regulations of the districts are intended to provide a transition from general business areas to industrial and manufacturing uses, and to accommodate major locations of commerce, service and employment activities.	Yes. The proposed zoning is compatible with the surrounding zoning districts as the proposed office warehouse and restaurant use will integrate with existing commercial areas.
Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.	Yes. The subject property will have access to both George Dieter Drive and Zaragoza Road, which are designated as major arterials in the City's Major Thoroughfare Plan. The classification of these roads is appropriate for the proposed development as both George Dieter and Zaragoza connect to other commercial establishments within the immediate vicinity.
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	

REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small area plans, including land-use maps in those plans.	None. The property is not located within any historic districts nor any other special designation areas.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	None. There are no anticipated adverse impacts.
Natural Environment: Anticipated effects on the natural environment.	None. The proposed development does not involve green field or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area has been in transition. For the last 10 years, the surrounding properties have been rezoned to allow for commercial uses.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The existing residential zoning that the subject property has is inappropriate due to the commercial zoning and uses surrounding the property. With the change in zone from residential to commercial, the subject property will now be compatible with its surroundings.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Access to the subject property is proposed from both George Dieter Drive and Zaragoza Road, two roads classified as major arterials on the City of El Paso's Major Thoroughfare Plan (MTP) and are adequate for the proposed development. The proposed development will require the necessary street improvements, such as sidewalks and driveways, to provide pedestrian and vehicular access to the site. Several bus stops are located on George Dieter Drive, with the closest 0.02 miles away.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: Due to the conceptual plan not being reviewed for compliance, the applicant will need to address some of the departmental comments prior to the issuance of building permits.

PUBLIC COMMENT: The subject property does not lie within any neighborhood association. Public notice was sent to property owners within 300 feet of the subject property on April 21, 2023. As of April 27, 2023, the Planning Division has not received any communication in support or opposition to the request.

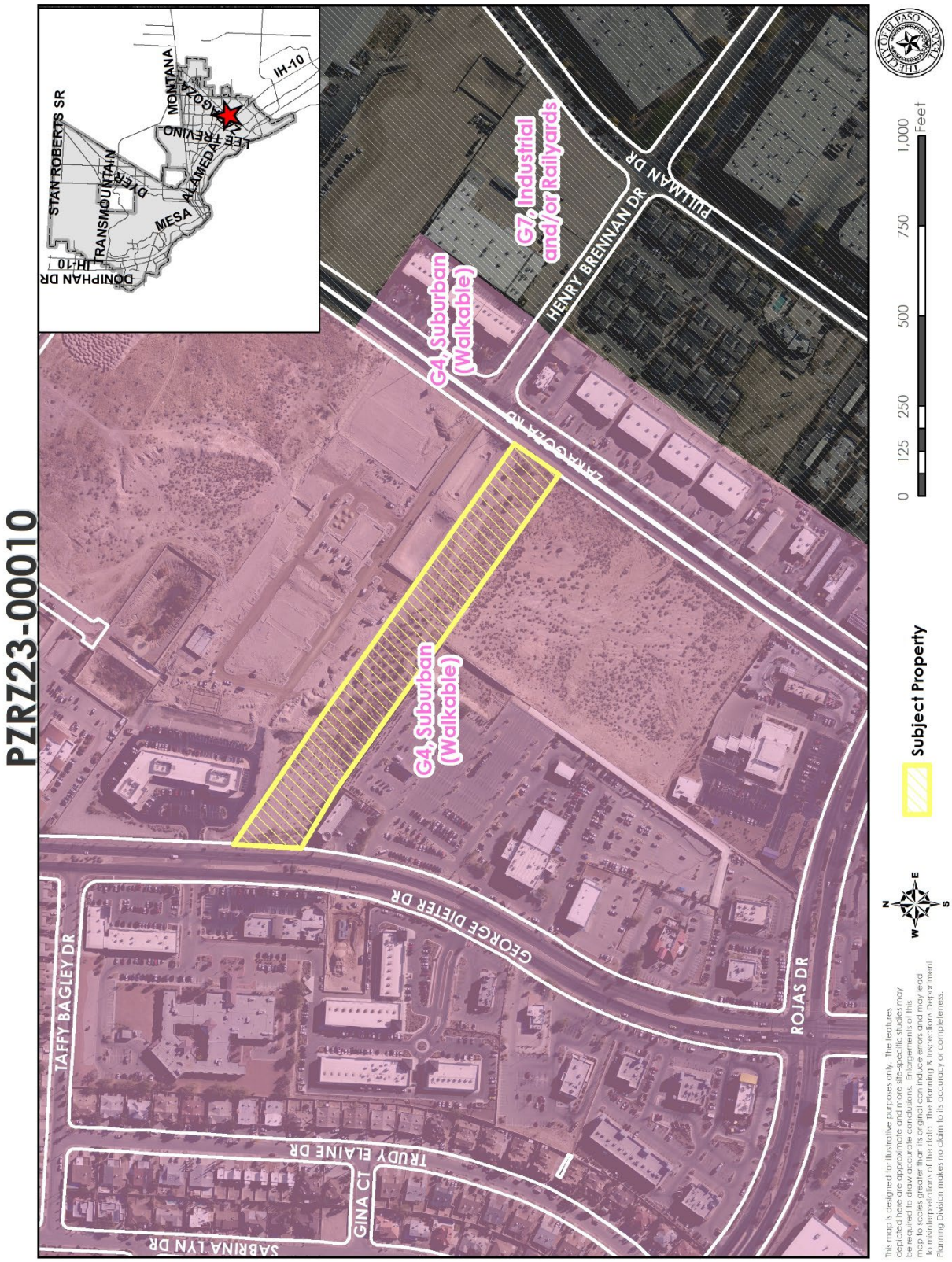
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

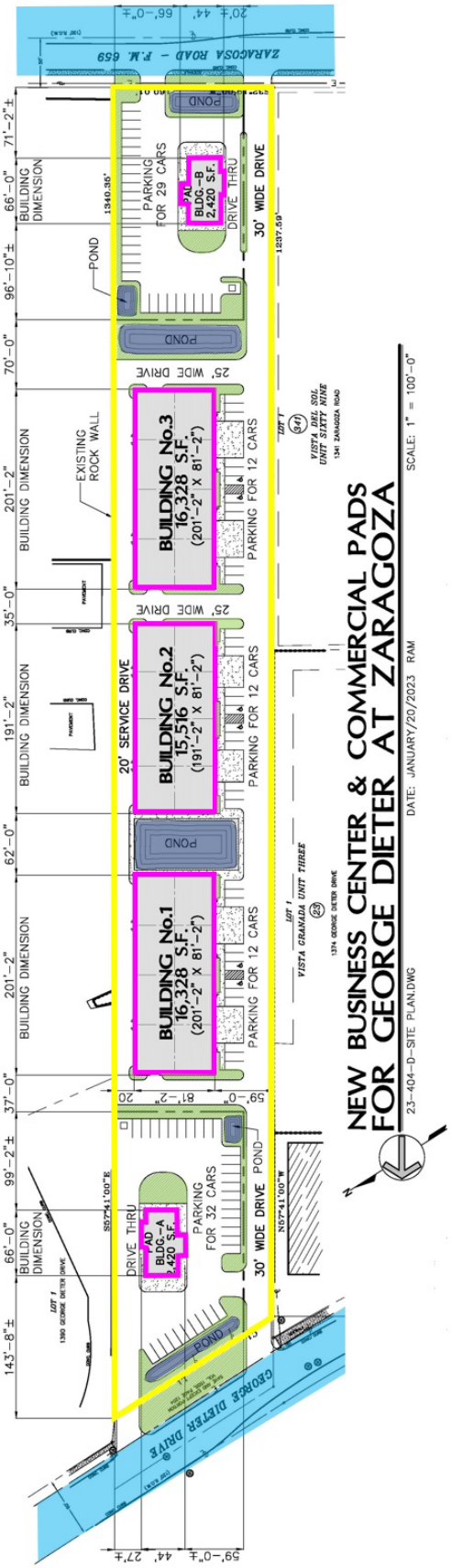
ATTACHMENTS:

1. Future Land Use Map
2. Conceptual Plan
3. Department Comments
4. Neighborhood Notification Boundary Map

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3

Planning and Inspections Department - Planning Division
Staff recommends approval of the rezoning request.

Planning and Inspections Department – Plan Review & Landscaping Division
Recommend approval:
The generalized site plan is not being reviewed for conformance due to conceptual nature. No objections to proposed rezoning. At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code

Planning and Inspections Department – Land Development
Recommend approval:
1. Coordinate and obtain approval from TxDOT at the time of grading permit (Zaragoza Rd)
2. Provide new 5' concrete sidewalk abutting property line along R.O.W. and according to ADA requirements.
3. Driveways must be between 25'– 35' feet wide as per DSC 6-16.
4. Add general note to both the preliminary and final plat sheets: "The retention of all storm-water runoff discharge volume is required within this subdivision's limits in compliance with all provisions of (Muni-Code 19.19.010A, DSC, and DDM Section 11.1)."
5. Show proposed drainage flow patterns on the site plan and identify the discharge and/or storage location(s) for all storm-water runoff within the subdivision.

Note: Comments to be addressed during the building permit stage.

Fire Department
Recommend approval:
No adverse comments.

Police Department
No comments provided.

Environment Services
Have trash locations with enough room for a 26-foot truck to get around.

Note: Comments to be addressed during the building permit stage.

Streets and Maintenance Department
Recommend approval:
No objections to the rezoning request.

Sun Metro
No comments provided.

El Paso Water
No objections to the rezoning request.

Water:
There is an existing 36-inch diameter water main that extends along east portion of Zaragoza Road. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

There is an existing 12-inch diameter water main that extends along George Dieter Drive located approximately 43-feet west of the east right-of-way line. This water main is available for service.

Previous water pressure readings from fire hydrant # 05772 located on the southeast corner of Henry Brennan Drive and Pullman Drive, yielded a static pressure of 116 psi, a residual pressure of 88 psi and a discharge of 1,501 gallons per minute. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sanitary Sewer:
There is an existing 8-inch diameter sanitary sewer main that extends along George Dieter Drive located approximately 55-feet west of the east right-of-way line. This sanitary sewer main is available for service.

There is an existing 8-inch sanitary sewer main that extends along Zaragoza Road located approximately 9 feet east of the property. This main is available for service.

General:
Zaragoza Road is a Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within Zaragoza Road right-of-way requires written permission from TxDOT.

EPWater requires a new service application to provide services to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:
The proposed ponding areas shown, shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event. Label the pond as “Private”.

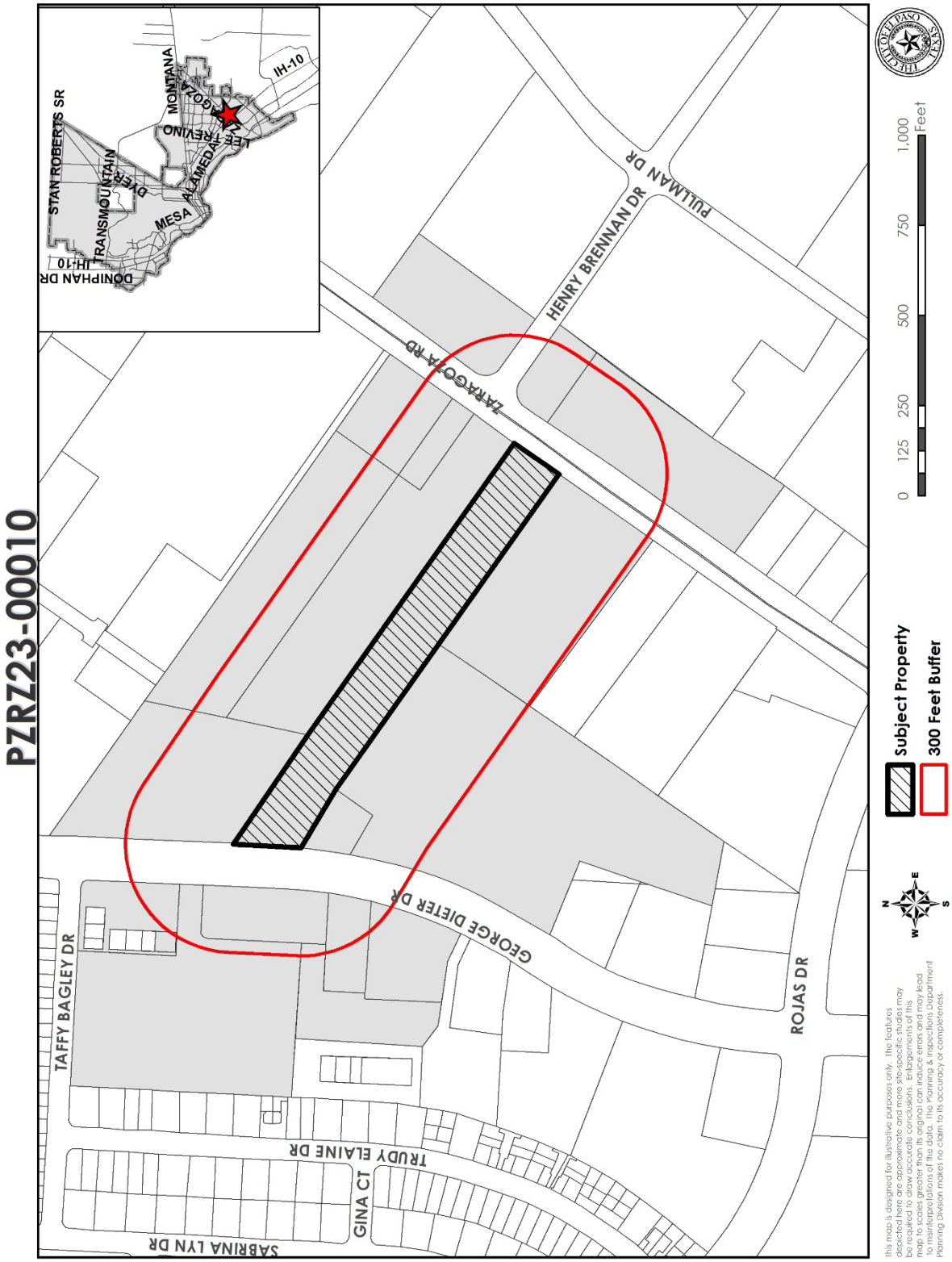
Texas Department of Transportation
This proposed layout does not meet the spacing for the two driveways shown. Please have the requestor resubmit revised plans to TxDOT for review by the Access Management Committee.

Note: To be addressed prior to building permitting stage.

El Paso 9-1-1 District
No comments/concerns regarding the rezoning request.

El Paso County Water Improvement District
No comments provided.

ATTACHMENT 4



File #: 23-893, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Capital Improvement, Yvette Hernandez, (915) 212-1860

AGENDA LANGUAGE:
This is the language that will be posted to the agenda. Please use ARIAL 11 Font.
The linkage to the Strategic Plan is subsection 1.4 - Grow the core business of air transportation

Award Summary:
Discussion and action on the award of Solicitation 2023-0469 Reconstruction of Taxiway G to Jordan Foster Construction, LLC for an estimated total amount of $12,834,416.00. The El Paso International Airport is reconstructing Taxiway Golf through a full depth taxiway pavement reconstruction project to include taxiway safety and object free areas of the pavement.

Department:	Capital Improvement
Award to:	Jordan Foster Construction, LLC
	El Paso, TX
Item(s):	All
Initial Term:	240 Consecutive Calendar Days
Base Bid I:	$8,258,748.50
Base Bid II:	$4,236,902.50
Additive Alternate I:	$338,765.00
Total Estimated Award:	$12,834,416.00
Funding Sources:	Airport Enterprise
	Airport Improvement Plan Supplemental
	Airport Infrastructure Grant Bipartisan Infrastructure Law
Accounts:	562-3010-580270-62335-G62A193901
	562-3080-580270-62335-G62A234901
District(s):	All

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated

to Jordan Foster Construction, LLC, the sole lowest responsive and responsible bidder.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

Work under this unit price contract is only an estimated value and will be ordered, performed, invoiced, and paid by measured quantity. The actual cost of this contract may be higher or lower than the total estimated value and will be the sum total of unit prices at the end of the contract term.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: June 20, 2023
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Yvette Hernandez, City Engineer, (915) 212-1860
Samuel Rodriguez, Aviation Director, (915) 212-7301
K. Nicole Cote, Managing Director, (915) 212-1092

DISTRICT(S) AFFECTED: ALL

STRATEGIC GOAL: No. 1. Create an Environment Conducive to Strong, Sustainable, Economic Development

SUBGOAL: 1.4: Grow the core business of air transportation

SUBJECT:
Discussion and action on the award of Solicitation 2023-0469 Reconstruction of Taxiway G to Jordan Foster Construction, LLC for Base Bid I: $8,258,748.50, Base Bid II: $4,236,902.50, and Additive Alternate I: $338,765.00 for an estimated total amount of $12,834,416.00.

BACKGROUND / DISCUSSION:
The El Paso International Airport is reconstructing Taxiway Golf through a full depth taxiway pavement reconstruction project to include taxiway safety and object free areas of the pavement. This project consists of the removal and replacement of the aging asphalt pavement section to resolve significant cracking and isolated ponding areas concerns. Project also includes taxiway edge lighting and guidance sign system improvements on the north and south sides of the taxiway. Project will also improve the grading and drainage and modify airport-owned fiber and secondary electrical circuits.

SELECTION SUMMARY:
Solicitation was advertised on March 28, 2023 and April 4, 2023. The solicitation was posted on City website on March 28, 2023. There was a total of twenty-eight (28) viewers online; one (1) bid was received; being from a local supplier. An inadequate competition survey was conducted.

CONTRACT VARIANCE:
N/A

PROTEST
No protest was received for this requirement.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
Amount: $12,834,416.00
Funding Source: Airport Enterprise, Airport Improvement Plan Supplemental, Airport Infrastructure Grant Bipartisan Infrastructure law
Account: 562-3010-580270-62335-G62A234901
562-3080-580270-62335-G62A234901

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Capital Improvement
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

********************REQUIRED AUTHORIZATION*********************

DEPARTMENT HEAD:

Yvette Hernandez

Yvette Hernandez, City Engineer

COUNCIL PROJECT FORM
(Low Bid)

**********POSTING LANGUAGE BELOW**********

Please place the following item on the **REGULAR AGENDA** for the Council Meeting of **June 20, 2023**.

STRATEGIC GOAL 1 – Cultivate an Environment Conducive to Strong, Sustainable Economic Development

The linkage to the Strategic Plan is subsection 1.4 - Grow the core business of air transportation

Award Summary:
Discussion and action on the award of Solicitation 2023-0469 Reconstruction of Taxiway G to Jordan Foster Construction, LLC for an estimated total amount of $12,834,416.00. The El Paso International Airport is reconstructing Taxiway Golf through a full depth taxiway pavement reconstruction project to include taxiway safety and object free areas of the pavement

Department:	Capital Improvement
Award to:	Jordan Foster Construction, LLC El Paso, TX
Item(s):	All
Initial Term:	240 Consecutive Calendar Days
Base Bid I:	$8,258,748.50
Base Bid II:	$4,236,902.50
Additive Alternate I:	$338,765.00
Total Estimated Award:	$12,834,416.00
Funding Source:	Airport Enterprise Airport Improvement Plan Supplemental Airport Infrastructure Grant Bipartisan Infrastructure law
Account:	562-3010-580270-62335-G62A193901 562-3080-580270-62335-G62A234901
District(s):	All

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Jordan Foster Construction, LLC, the sole lowest responsive and responsible bidder.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

Work under this unit price contract is only an estimated value and will be ordered, performed, invoiced, and paid by measured quantity. The actual cost of this contract may be higher or lower than the total estimated value and will be the sum total of unit prices at the end of the contract term.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.

Bid Tab Summary

2023-0469 Reconstruction of Taxiway G

	Contractor	Base Bid I	Base Bid II	Additive Alternate I	Total Amount
1	Jordan Foster Construction, LLC	$8,258,748.50	$4,236,902.50	$338,765.00	$12,834,416.00

CITY OF EL PASO
PRICE TABULATION

BID TITLE: Reconstruction of Taxiway G — **BID NO: 2023-0469**

BID DATE: April 19, 2023 — **DEPARTMENT: Capital Improvement**

				Jordan Foster Construction, LLC. El Paso, TX Bidder 1 of 1			
BASE BID I - Taxiway							
ITEM NO.	**Approximate / Estimate Quantity**	**Unit of Measure**	**Description**	**Price (ONLY 2 DECIMALS)**	**Total (DO NOT ROUND)**	**Price (ONLY 2 DECIMALS)**	**Total (DO NOT ROUND)**
BBT-1	1	LS	Item C-100-14.1, Contractor Quality Control Program (CQCP)	$ 95,000.00	$ 95,000.00		
BBT-2	1	LS	Item C-102-5.1a, Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	$ 50,000.00	$ 50,000.00		
BBT-3	1	LS	Item C-105-6.1a, Mobilization	$ 645,000.00	$ 645,000.00		
BBT-4	1	LS	Item MC, Safety and Phasing	$ 170,000.00	$ 170,000.00		
BBT-5	1	LS	Item MC, Utility Locating Assistance	$ 20,000.00	$ 20,000.00		
BBT-6	1	LS	Item MC, Construction Staking	$ 240,000.00	$ 240,000.00		
BBT-7	9,804	CY	Item P-101-5.1a, Asphalt Pavement Removal by Cold Milling, variable thickness 6.5-9.5 inches, haul off unused material	$ 20.00	$ 196,080.00		
BBT-8	12,800	CY	Item P-101-5.1b, Remove and Dispose Aggregate Base Material	$ 22.00	$ 281,600.00		
BBT-9	1,600	CY	Item P-101-51c, Remove and stockpile aggregate base material for reuse as Item P-152 Embankment in place.	$ 32.00	$ 51,200.00		
BBT-10	475	CY	Item P-152-4.1, Unclassified Excavation	$ 20.00	$ 9,500.00		
BBT-11	2,560	CY	Item P-152-4.2, Excavation and Replacement of Unsuitable Soils	$ 45.00	$ 115,200.00		
BBT-12	1,600	CY	Item P-152-4.3, Embankment in place	$ 35.00	$ 56,000.00		
BBT-13	37,155	SY	Item P-152-4.4, Grading and Subgrade Compaction in Paved Areas (12 inches in two lifts)	$ 4.00	$ 148,620.00		
BBT-14	37,155	SY	Item P-209-5.1a, Crushed Aggregate Base Course (17 inches in three lifts)	$ 45.00	$ 1,671,975.00		
BBT-15	8,360	TON	Item P-401-8.1a, Asphalt Surface Course Including Binder, 4-inch-thick, two lifts	$ 163.00	$ 1,362,680.00		
BBT-16	10,500	TON	Item P-403-8.1a, Asphalt Mixture for Base Course, 5-inch-thick, two lifts	$ 160.00	$ 1,680,000.00		
BBT-17	11,200	GAL	Item P-602-5.1a, Emulsified Asphalt Prime Coat	$ 6.50	$ 72,800.00		
BBT-18	16,700	GAL	Item P-603-5.1a, Emulsified Asphalt Tack Coat	$ 6.50	$ 108,550.00		
BBT-19	5,700	LF	Item P-605-5.1a, Joint Sealing Filler	$ 6.00	$ 34,200.00		
BBT-20	38,440	SY	Item P-608-8.1a, Emulsified Asphalt Seal Coat (1:1 Dilution)	$ 2.75	$ 105,710.00		
BBT-21	1	LS	Item P-620-5.1a, Pavement Marking Layout (Survey) for Temporary and Permanent markings	$ 27,000.00	$ 27,000.00		
BBT-22	2,800	SF	Item P-620-5.1b, Obliteration of Existing Pavement Marking for Phasing	$ 8.00	$ 22,400.00		
BBT-23	22,000	SF	Item P-620-5.1c, Preparation for Pavement Marking	$ 1.00	$ 22,000.00		
BBT-24	5,343	LF	Item L-108-5.1, Trenching for PVC Conduit (18-inch minimum depth)	$ 30.00	$ 160,290.00		
BBT-25	4,792	LF	Item L-108-5.2, Remove and Dispose #8 AWG, 5KV Cable, In Duct or Conduit	$ 0.75	$ 3,594.00		

CITY OF EL PASO
PRICE TABULATION

BID TITLE: Reconstruction of Taxiway G **BID NO: 2023-0469**

BID DATE: April 19, 2023 **DEPARTMENT: Capital Improvement**

				Jordan Foster Construction, LLC. El Paso, TX Bidder 1 of 1			
ITEM NO.	**Approximate / Estimate Quantity**	**Unit of Measure**	**Description**	**Price (ONLY 2 DECIMALS)**	**Total (DO NOT ROUND)**	**Price (ONLY 2 DECIMALS)**	**Total (DO NOT ROUND)**
BBT-26	12,126	LF	Item L-108-5.3, #8 AWG, 5KV Cable, Installed in Trench, Duct Bank, or Conduit	$ 5.75	$ 69,724.50		
BBT-27	920	LF	Item L-108-5.4, #2 AWG, 600V, USE-2 Cable, Installed in Duct Bank or Conduit	$ 9.50	$ 8,740.00		
BBT-28	1,720	LF	Item L-108-5.5, #10 AWG, 600V, USE-2 Cable, Installed in Duct Bank or Conduit	$ 2.75	$ 4,730.00		
BBT-29	5,343	LF	Item L-108-5.6, #6 AWG, Solid Bare Counterpoise Wire, Installed in Trench Above Duct Bank or Conduit, Including Ground Rods and Ground Connections	$ 4.25	$ 22,707.75		
BBT-30	1	LS	Item L-108-5.7, Install new 480V/1PH/30A Ramp Lighting Circuit in new Ductbank, including coordinating downtime with Airport, pull back, splicing in new pull boxes, and any associated work necessary to connect circuit and complete task	$ 27,000.00	$ 27,000.00		
BBT-31	1	LS	Item L-108-5.8, Install new 480V/3PH/30A and 480V/3PH/100A Fueling Facility Circuits in New Ductbank, including coordinating downtime with Airport, pull back, splicing in new pull boxes, and any associated work necessary to connect circuits and complete task	$ 30,000.00	$ 30,000.00		
BBT-32	5,343	LF	Item L-110-5.1, Non-Encased Electrical Duct Bank, 2 inches, SCH 40 PVC	$ 15.75	$ 84,152.25		
BBT-33	634	LF	Item L-110-5.2, Concrete-Encased Electrical Duct Bank, 2- x 2-inch and 2- x 4-inch, SCH 40 PVC	$ 270.00	$ 171,180.00		
BBT-34	6	EA	Item L-115-5.1, 3- x 5-foot Electrical Pull Box	$ 30,000.00	$ 180,000.00		
BBT-35	2	EA	Item L-115-5.2, Existing Electrical Manhole Elevation Adjustment	$ 12,000.00	$ 24,000.00		
BBT-36	1	LS	Item L-125-5.1, Circuit Discovery and Marking	$ 5,000.00	$ 5,000.00		
BBT-37	31	EA	Item L-125-5.2, Remove, Salvage, and Return Existing L-852 in-pavement TWY lights, and transformers to Airport	$ 825.00	$ 25,575.00		
BBT-38	31	EA	Item L-125-5.3, Remove and Dispose Existing Light Cans	$ 540.00	$ 16,740.00		
BBT-39	1	EA	Item L-125-5.4, Remove and Dispose Existing Junction Box	$ 6,000.00	$ 6,000.00		
BBT-40	3	EA	Item L-125-5.5, Remove, Salvage, and Return Existing Internally Lighted Sign including transformers, frangible couplings, and base plates to Airport	$ 1,300.00	$ 3,900.00		
BBT-41	1	EA	Item L-125-5.7, Install New L-858, Four-Module, Size 3, Style 5, LED Sign, complete with transformer and PVC Transformer support in L-867 light base on concrete mounting base, as specified	$ 7,000.00	$ 7,000.00		
BBT-42	6	EA	Item L-125-5.8, Install New Size 3 Sign Panels	$ 3,400.00	$ 20,400.00		
BBT-43	55	EA	Item L-125-5.9, Install New L-852 LED Taxiway Lighting Fixture, complete with manufacturer-specified L-830 isolation transformer, PVC transformer support, in reinforced-concrete-encased L-868 light base, as specified	$ 3,400.00	$ 187,000.00		
BBT-44	1	LS	Item MC-4.2.1, Reroute existing 12- and 72-strand Fiber Optics Cables in new ductbank, including coordinating downtime with airport, pull back, splicing in existing pull box, testing, and any associated work necessary to complete task	$ 15,500.00	$ 15,500.00		
			Sum Total – Base Bid I (Line Items 1-44)	**$7,613,748.50**			
			Mobilization / Demobilization NOT TO EXCEED 8%	**$645,000.00**			
			Sum Total Base Bid I Plus Mobilization	**$8,258,748.50**			

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Approved By: ___D.R._____
Date:____4/24/2023_____

CITY OF EL PASO
PRICE TABULATION

BID TITLE: Reconstruction of Taxiway G | **BID NO: 2023-0469**

BID DATE: April 19, 2023 | **DEPARTMENT: Capital Improvement**

	Jordan Foster Construction, LLC. El Paso, TX Bidder 1 of 1	

BASE BID II - Additional Pavement

ITEM NO.	Approximate / Estimate Quantity	Unit of Measure	Description	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)
BBT-1	1	LS	Item C-100-14.1, Contractor Quality Control Program (CQCP)	$ 60,000.00	$ 60,000.00		
BBT-2	1	LS	Item C-102-5.1a, Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	$ 30,000.00	$ 30,000.00		
BBT-3	1	LS	Item C-105-6.1a, Mobilization	$ 310,000.00	$ 310,000.00		
BBT-4	1	LS	Item MC, Safety and Phasing	$ 165,000.00	$ 165,000.00		
BBT-5	1	LS	Item MC, Utility Locating Assistance	$ 20,000.00	$ 20,000.00		
BBT-6	1	LS	Item MC, Construction Staking	$ 140,000.00	$ 140,000.00		
BBT-7	6,270	CY	Item P-101-5.1a, Asphalt Pavement Removal by Cold Milling, variable thickness 6.5-9.5 inches, haul off unused material	$ 20.00	$ 125,400.00		
BBT-8	7,955	CY	Item P-101-5.1b, Remove and Dispose Aggregate Base Material	$ 22.00	$ 175,010.00		
BBT-9	445	CY	Item P-101-51c, Remove and stockpile aggregate base material for reuse as Item P-152 Embankment in place.	$ 32.00	$ 14,240.00		
BBT-10	240	CY	Item P-152-4.1, Unclassified Excavation	$ 20.00	$ 4,800.00		
BBT-11	1,440	CY	Item P-152-4.2, Excavation and Replacement of Unsuitable Soils	$ 38.00	$ 54,720.00		
BBT-12	445	CY	Item P-152-4.3, Embankment in place	$ 30.00	$ 13,350.00		
BBT-13	22,100	SY	Item P-152-4.4, Grading and Subgrade Compaction in Paved Areas (12 inches in two lifts)	$ 4.00	$ 88,400.00		
BBT-14	22,100	SY	Item P-209-5.1a, Crushed Aggregate Base Course (17 inches in three lifts)	$ 45.00	$ 994,500.00		
BBT-15	4,975	TON	Item P-401-8.1a, Asphalt Surface Course Including Binder, 4-inch-thick, two lifts	$ 163.00	$ 810,925.00		
BBT-16	6,215	TON	Item P-403-8.1a, Asphalt Mixture for Base Course, 5-inch-thick, two lifts	$ 160.00	$ 994,400.00		
BBT-17	6,670	GAL	Item P-602-5.1a, Emulsified Asphalt Prime Coat	$ 6.50	$ 43,355.00		
BBT-18	10,020	GAL	Item P-603-5.1a, Emulsified Asphalt Tack Coat	$ 6.50	$ 65,130.00		
BBT-19	5,410	LF	Item P-605-5.1a, Joint Sealing Filler	$ 6.00	$ 32,460.00		
BBT-20	23,350	SY	Item P-608-8.1a, Emulsified Asphalt Seal Coat (1:1 Dilution)	$ 2.75	$ 64,212.50		

CITY OF EL PASO
PRICE TABULATION

BID TITLE: Reconstruction of Taxiway G — **BID NO: 2023-0469**

BID DATE: April 19, 2023 — **DEPARTMENT: Capital Improvement**

				Jordan Foster Construction, LLC. El Paso, TX Bidder 1 of 1			
ITEM NO.	**Approximate / Estimate Quantity**	**Unit of Measure**	**Description**	**Price (ONLY 2 DECIMALS)**	**Total (DO NOT ROUND)**	**Price (ONLY 2 DECIMALS)**	**Total (DO NOT ROUND)**
BBT-21	1	LS	Item P-620-5.1a, Pavement Marking Layout (Survey) for Temporary and Permanent markings	$ 20,000.00	$ 20,000.00		
BBT-22	500	SF	Item P-620-5.1b, Obliteration of Existing Pavement Marking for Phasing	$ 8.00	$ 4,000.00		
BBT-23	7,000	SF	Item P-620-5.1c, Preparation for Pavement Marking	$ 1.00	$ 7,000.00 Bidder's Price $500.00		
			Sum Total – Base Bid II (Line Items 1-23)	**$3,926,902.50** Bidder's Price: $2,926,002.50			
			Mobilization / Demobilization NOT TO EXCEED 8%	**$310,000.00**			
			Sum Total Base Bid II Plus Mobilization	**$4,236,902.50** Bidder's Price: $3,236,002.50			
			Sum Total – Base Bid I + Sum Total – Base Bid II	**$12,495,651.00**			

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Approved By: ___D.R._____
Date:____4/24/2023_____

CITY OF EL PASO
PRICE TABULATION

BID TITLE: Reconstruction of Taxiway G — **BID NO: 2023-0469**

BID DATE: April 19, 2023 — **DEPARTMENT: Capital Improvement**

	Jordan Foster Construction, LLC. El Paso, TX Bidder 1 of 1	

Additive Alternate I

ITEM NO.	Approximate / Estimate Quantity	Unit of Measure	Description	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)
A-1	1	LS	Item C-100-14.1, Contractor Quality Control Program (CQCP) (Indicate additional cost with positive number and reduction in cost by negative number.)	$ 20,000.00	$ 20,000.00		
A-2	1	LS	Item C-105, Mobilization (Indicate additional cost with positive number and reduction in cost by negative number.)	$ 18,000.00	$ 18,000.00		
A-3	1	LS	Item MC, Construction Staking (Indicate additional cost with positive number and reduction in cost by negative number.)	$ 45,000.00	$ 45,000.00		
A-4	21000	CY	DEDUCT Item P-101-5.1b, Remove and Dispose Aggregate Base Material **(*Note price entered must be negative)**	$ (12.00)	$ (252,000.00)		
A-5	6,000	CY	ADD Item P-101-5.1b, Remove and Dispose of Aggregate Base Material	$ 20.00	$ 120,000.00		
A-6	15,000	CY	ADD Item P-101-5.1c, Remove and Stockpile of Aggregate Base Material for reuse as Item P-154.	$ 14.00	$ 210,000.00		
A-7	59,255	SY	ADD Item P-154-5.1 Subbase Course using Salvaged Aggregate Base from Stockpile (9 inches in two lifts).	$ 5.00	$ 296,275.00		
A-8	59,255	SY	DEDUCT Item P-209-5.1a, Crushed Aggregate Base Course (17 inches in three lifts). **(*Note price entered must be negative)**	$ (26.00)	$ (1,540,630.00)		
A-9	59,255	SY	ADD Item P-209-5.1b, Crushed Aggregate Base Course (8 inches in one lift).	$ 24.00	$ 1,422,120.00		

Sum Total – Additive Alternate I (Line Items 1-9)	**$320,765.00**
Mobilization / Demobilization NOT TO EXCEED 8%	**$18,000.00**
Sum Total Additive Alternate I Plus Mobilization	**$338,765.00**

Bid Bond	**YES**
Amendments Acknowledged	**YES**

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

Views for 2023-0469 Reconstruction of Taxiway G

No.	Participant Name	City	State
1	Jordan Foster Construction, LLC	El Paso	TX
2	Group Travel Consultants, Inc	Orlando	FL
3	Alkane Midstream	Mendota	MN
4	All Aboard America!	Mesa	AZ
5	Longhorn Distributing (Loren Hodges & Son's Inc.)	El Paso	TX
6	Bill Williams Tire Center	Midland	TX
7	UebelKorp industries	El Paso	TX
8	WOFFORD TRUCK PARTS (TE EL PASO,LLC)	EL PASO	TX
9	Delegard Tool of Texas	Houston	TX
10	Filterbuy Incorporated	Talladega	AL
11	Ambrozi Contracting (GDS, LLC)	Saint Joseph	MO
12	Amtek USA, Austin	Houston	TX
13	Aztec Contractors Inc	EL PASO	TX
14	Bella Luna Engineering and Building Maintenance	El Paso	TX
15	ConstructConnect	Cincinnati	OH
16	Construction Reporter	Albuquerque	NM
17	Dodge Data & Analytics	Hamilton	NJ
18	Hawk Construction	El Paso	TX
19	J Carrizal General Constructio	El Paso	TX
20	JRRR Enterprises LLC	El Paso	TX
21	Kimley-Horn and Associates, Inc.	Dallas	TX
22	Martinez Bros. Contractors, LLC	El Paso	TX
23	Moreno Cardenas Inc.	El Paso	TX
24	Ricks Paving & Sealing Inc.	El Paso	TX
25	RS&H, Inc.	San Antonio	TX
26	Sarabia's Portable Jons & Blue Sanitation (El Paso Sanitation Systems, Inc)	El Paso	TX
26	The PlanIt Room	El Paso	TX
28	Virtual Builders Exchange	San Antonio	TX



City of El Paso

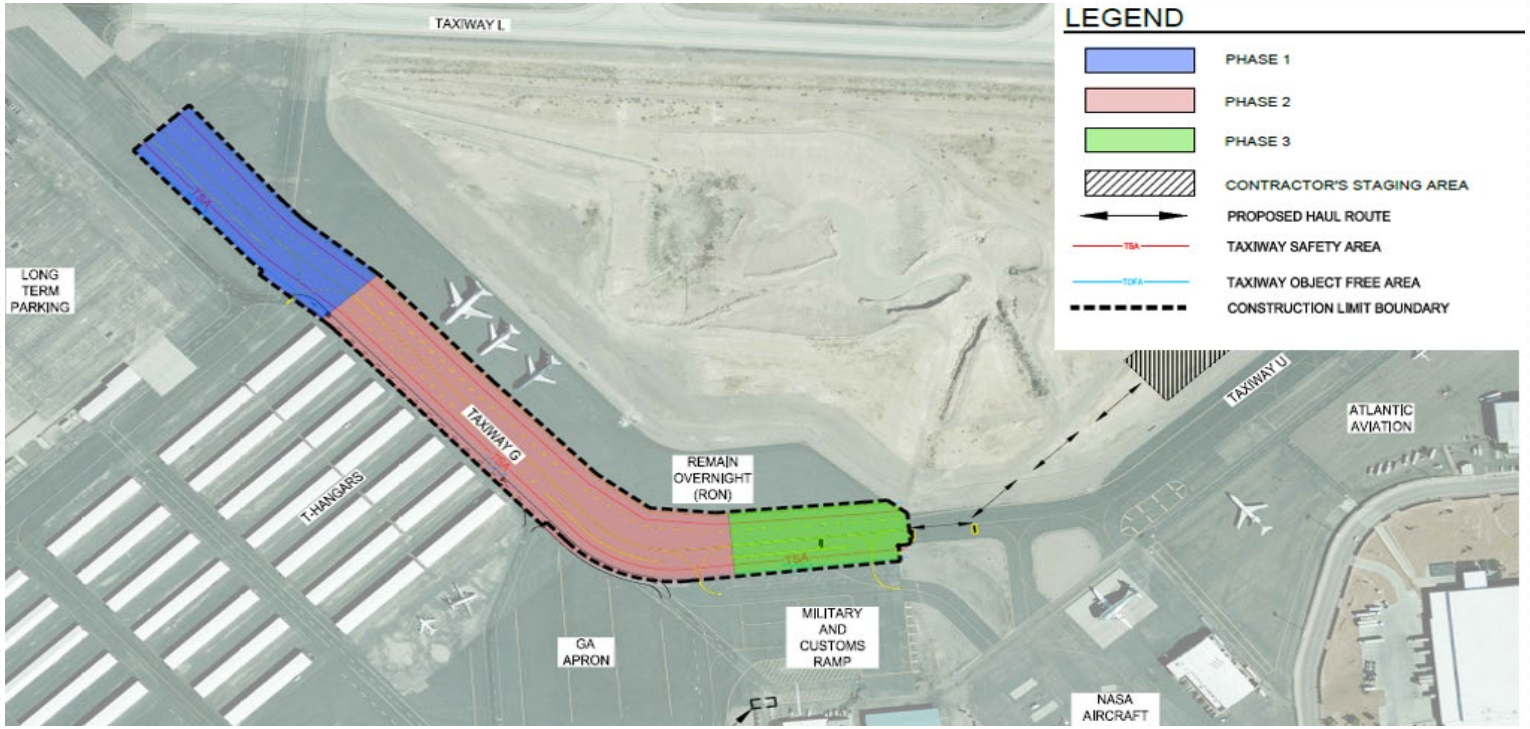
Capital Improvement Department

Reconstruction of TWY G

Solicitation 2023-0469

June 20, 2023

Project Scope of Work



- Full depth pavement reconstruction of TWY G
- Includes associated Safety and Object Free Area
- Taxiway edge lighting improvements
- TWY G guidance signs improvements
- Modification of airport-owned fiber/electrical circuits
- Improvements to associated grading and drainage

Project Details

Location:	El Paso International Airport
District(s):	ALL
Today's Request for Action:	$12,834,416.00
Funding Source:	FAA Grant and Airport Enterprise

Procurement Summary

- Low Bid Procurement Method
  - Solicitation Advertised on March 28, 2023
  - One (1) bid was received
  - One (1) from local suppliers

- Recommendation
  - The contract be awarded to the lowest responsive bidder Jordan Foster Construction LLC for Base Bid I: $8,258,748.50, Base Bid II: $4,236,902.50, and Additive Alternate I: $338,765.00 for a total amount of $12,834,416.00. As only one (1) bid was received, an inadequate competition survey was conducted.

Mission

Deliver exceptional services to support a high quality of life and place for our community

Values

Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople

Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

File #: 23-894, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Capital Improvement, Yvette Hernandez (915) 212-1860

AGENDA LANGUAGE:
This is the language that will be posted to the agenda. Please use ARIAL 11 Font.
The linkage to the Strategic Plan is subsection 1.4 - Grow the core business of air transportation.

Award Summary:
Discussion and action on the award of Solicitation 2023-0430 Relocation of Taxiway M to Jordan Foster Construction, LLC for an estimated award of $14,737,000.00. The El Paso International Airport is constructing improvements to include relocating Taxiway Mike to the runway threshold to allow ease of access to Runway 8R from the cargo apron.

Department:	Capital Improvement
Award to:	Jordan Foster Construction, LLC
	El Paso, TX
Item(s):	Base Bid I
Initial Term:	307 Consecutive Calendar Days
Base Bid I:	$14,758,870.00
Total Estimated Award:	$14,758,870.00
Funding Sources:	Airport Enterprise
	Airport Improvement Plan Supplemental
	Airport Infrastructure Grant Bipartisan Infrastructure Law
Accounts:	562-3010-580270-62335-G62A193901
	562-3080-580270-62335-G62A193901
District(s):	All

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Jordan Foster Construction, LLC, the lowest responsive and responsible bidder.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

Work under this unit price contract is only an estimated value and will be ordered, performed, invoiced, and paid by measured quantity. The actual cost of this contract may be higher or lower than the total estimated value and will be the sum total of unit prices at the end of the contract term.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: June 20, 2023
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Yvette Hernandez, City Engineer, (915) 212-1860
Samuel Rodriguez, Aviation Director, (915) 212-7301
K. Nicole Cote, Managing Director, (915) 212-1092

DISTRICT(S) AFFECTED: ALL

STRATEGIC GOAL: No. 1. Create an Environment Conducive to Strong, Sustainable, Economic Development

SUBGOAL: 1.4: Grow the core business of air transportation

SUBJECT:
Discussion and action on the award of Solicitation 2023-0430 Relocation of Taxiway M to Jordan Foster Construction, LLC for Base Bid I: $14,785,870.00 for an estimated total amount of $14,758,870.00.

BACKGROUND / DISCUSSION:
The El Paso International Airport is constructing improvements to include relocating Taxiway Mike to the runway threshold to allow ease of access to Runway 8R from the cargo apron. The project includes the reconfiguration of TWY M from TWY L to TWY J which is currently closed due to failed pavement conditions. Project also includes taxiway edge lighting and guidance sign system improvements along east and west sides of the taxiway. This project will also improve the grading and drainage issues and relocate FAA navigational aids to correct encroachment to the Runway Safety Area as per FAA specifications.

SELECTION SUMMARY:
Solicitation was advertised on April 25, 2023 and May 2, 2023. The solicitation was posted on City website on April 25, 2023. There was a total of thirty-eight (38) viewers online; two (2) bids were received; 1 being from a local supplier. An inadequate competition survey was conducted.

CONTRACT VARIANCE:
N/A

PROTEST
No protest was received for this requirement.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
Amount: $14,785,870.00
Funding Source: Airport Enterprise, Airport Improvement Plan Supplemental, Airport Infrastructure Grant Bipartisan Infrastructure law
Account: 562-3010-580270-62335-G62A193901
562-3080-580270-62335-G62A193901

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Capital Improvement
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

********************REQUIRED AUTHORIZATION**********************

DEPARTMENT HEAD:

Yvette Hernandez

Yvette Hernandez, City Engineer

COUNCIL PROJECT FORM
(Low Bid)

**********POSTING LANGUAGE BELOW**********

Please place the following item on the **REGULAR AGENDA** for the Council Meeting of **June 20, 2023**.

STRATEGIC GOAL 1 – Cultivate an Environment Conducive to Strong, Sustainable Economic Development

The linkage to the Strategic Plan is subsection 1.4 - Grow the core business of air transportation

Award Summary:
Discussion and action on the award of solicitation 2023-0430 Relocation of Taxiway M to Jordan Foster Construction, LLC for an estimated award of $14,737,000.00. The El Paso International Airport is constructing improvements to include relocating Taxiway Mike to the runway threshold to allow ease of access to Runway 8R from the cargo apron.

Department:	Capital Improvement
Award to:	Jordan Foster Construction, LLC El Paso, TX
Item(s):	Base Bid I
Initial Term:	307 Consecutive Calendar Days
Base Bid I:	$14,758,870.00
Total Estimated Award:	$14,758,870.00
Funding Source:	Airport Enterprise Airport Improvement Plan Supplemental Airport Infrastructure Grant Bipartisan Infrastructure Law
Account:	562-3010-580270-62335-G62A193901 562-3080-580270-62335-G62A193901
District(s):	All

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Jordan Foster Construction, LLC, the lowest responsive and responsible bidder.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

Work under this unit price contract is only an estimated value and will be ordered, performed, invoiced, and paid by measured quantity. The actual cost of this contract may be higher or lower than the total estimated value and will be the sum total of unit prices at the end of the contract term.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.

Bid Tab Summary

2023-0430 Relocation of Taxiway M

	Contractor	Base Bid I	Total Amount
1	Jordan Foster Construction, LLC	$14,785,870.00	$14,785,870.00
2	Vital Consulting Group, LLC	$18,421,353.00	$18,421,353.00

CITY OF EL PASO
PRICE TABULATION

BID TITLE: Relocation of Taxiway M **BID NO: 2023-0430**

BID DATE: May 24, 2023 **DEPARTMENT: Capital Improvement**

BASE BID I - Taxiway

ITEM NO.	Approximate / Estimate Quantity	Unit of Measure	Description	Jordan Foster Construction, LLC El Paso, TX Bidder 1 of 2 Price (ONLY 2 DECIMALS)	Jordan Foster Construction, LLC El Paso, TX Bidder 1 of 2 Total (DO NOT ROUND)	Vital Consulting Group, LLC Albuquerque, NM Bidder 2 of 2 Price (ONLY 2 DECIMALS)	Vital Consulting Group, LLC Albuquerque, NM Bidder 2 of 2 Total (DO NOT ROUND)
1	1	LS	SS-120-3.1 CONSTRUCTION SAFETY AND SECURITY (BASE BID)	$ 214,000.00	$ 214,000.00	$ 185,000.00	$ 185,000.00
2	1	LS	SS-130-4.1 TRENCH AND EXCAVATION SAFETY SYSTEMS	$ 20,000.00	$ 20,000.00	$ 3,130.00	$ 3,130.00
3	65	LF	SS-140-5.1 DRAINAGE PIPE REMOVAL	$ 35.00	$ 2,275.00	$ 55.00	$ 3,575.00
4	1	EACH	SS-140-5.2 CONCRETE HEADWALL REMOVAL	$ 4,000.00	$ 4,000.00	$ 570.00	$ 570.00
5	45,500	SY	SS-215-5.1 RECYCLED ASPHALT PAVEMENT (RAP) MILLINGS (4")	$ 5.00	$ 227,500.00	$ 6.00	$ 273,000.00
6	12	SY	SS-271-4.1 DUMPED RIPRAP (6" THICKNESS)	$ 75.00	$ 900.00	$ 44.00	$ 528.00
7	1	LS	SS-274-8.1 VISUAL SCREEN	$ 910,000.00	$ 910,000.00	$ 780,000.00	$ 780,000.00
8	1	LS	SS-300-5.1 LOCKOUT/TAGOUT AND CONSTANT CURRENT REGULATOR CALIBRATION PROCEDURES	$ 10,000.00	$ 10,000.00	$ 42,000.00	$ 42,000.00
9	1	LS	SS-300-5.2 ALCMS MODIFICATIONS CONSTRUCTION SUPPORT	$ 9,000.00	$ 9,000.00	$ 13,000.00	$ 13,000.00
10	112	EACH	SS-301-5.1 EXISTING BASE MOUNTED EDGE LIGHT, REMOVED	$ 420.00	$ 47,040.00	$ 370.00	$ 41,440.00
11	85	EACH	SS-301-5.2 EXISTING BASE MOUNTED EDGE LIGHT, REMOVED, BASE TO REMAIN, BLANK PLATE INSTALLED	$ 500.00	$ 42,500.00	$ 550.00	$ 46,750.00
12	99	EACH	SS-301-5.3 EXISTING BASE MOUNTED L-867 JUNCTION STRUCTURE, REMOVED	$ 800.00	$ 79,200.00	$ 320.00	$ 31,680.00
13	18	EACH	SS-301-5.4 EXISTING BASE MOUNTED GUIDANCE SIGN, REMOVED	$ 500.00	$ 9,000.00	$ 600.00	$ 10,800.00
14	5	EACH	SS-301-5.5 EXISTING GUIDANCE SIGN FOUNDATION, REMOVED	$ 900.00	$ 4,500.00	$ 875.00	$ 4,375.00
15	7	EACH	SS-301-5.6 EXISTING HANDHOLE, REMOVED	$ 3,200.00	$ 22,400.00	$ 1,750.00	$ 12,250.00
16	2	EACH	SS-301-5.7 EXISTING L-862 RUNWAY EDGE LIGHT, RELOCATED ON EXISTING BASE	$ 2,400.00	$ 4,800.00	$ 2,100.00	$ 4,200.00
17	10	EACH	SS-301-5.8 EXISTING RUNWAY EDGE LIGHT, REMOVED AND STORED WITH BASE DEMOLISHED	$ 525.00	$ 5,250.00	$ 400.00	$ 4,000.00
18	1	LS	SS-301-5.9 EXISTING FAA REIL CONTROL RACK, DEMOLISHED	$ 1,300.00	$ 1,300.00	$ 1,575.00	$ 1,575.00
19	1	LS	SS-301-5.10 EXISTING FAA REIL SYSTEM, DEMOLISHED	$ 3,800.00	$ 3,800.00	$ 1,900.00	$ 1,900.00

Approved By: ___D.R._____
Date:__5/26/2023_____

CITY OF EL PASO
PRICE TABULATION

BID TITLE: Relocation of Taxiway M **BID NO: 2023-0430**

BID DATE: May 24, 2023 **DEPARTMENT: Capital Improvement**

				Jordan Foster Construction, LLC El Paso, TX Bidder 1 of 2		Vital Consulting Group, LLC Albuquerque, NM Bidder 2 of 2	
ITEM NO.	**Approximate / Estimate Quantity**	**Unit of Measure**	**Description**	**Price (ONLY 2 DECIMALS)**	**Total (DO NOT ROUND)**	**Price (ONLY 2 DECIMALS)**	**Total (DO NOT ROUND)**
20	430	LF	SS-305-5.1 DIRECTIONAL BORING, 2-WAY 4"C POLYETHYLENE CONDUITS	$ 130.00	$ 55,900.00	$ 165.00	$ 70,950.00
21	750	LF	SS-305-5.2 DIRECTIONAL BORING, 4-WAY 2"C POLYETHYLENE CONDUITS	$ 150.00	$ 112,500.00	$ 140.00	$ 105,000.00
22	1	LS	SS-310-5.1 TEMPORARY AIRFIELD LIGHTING (PHASE 1)	$ 45,000.00	$ 45,000.00	$ 140,000.00	$ 140,000.00
23	1	LS	SS-310-5.2 TEMPORARY AIRFIELD LIGHTING (PHASE 2)	$ 20,000.00	$ 20,000.00	$ 85,500.00	$ 85,500.00
24	1	LS	SS-310-5.3 TEMPORARY AIRFIELD LIGHTING (PHASE 3)	$ 21,000.00	$ 21,000.00	$ 227,000.00	$ 227,000.00
25	1	LS	SS-320-5.1 FAA REIL CONTROL RACK, CONSTRUCTED IN PLACE	$ 4,800.00	$ 4,800.00	$ 287,000.00	$ 287,000.00
26	1	LS	SS-320-5.2 FAA REIL SYSTEM, CONSTRUCTED IN PLACE	$ 40,000.00	$ 40,000.00	$ 22,000.00	$ 22,000.00
27	1	LS	C-100-14.1 CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	$ 130,000.00	$ 130,000.00	$ 370,000.00	$ 370,000.00
28	1	LS	C-102-5.1 TEMPORARY EROSION CONTROL (BASE BID)	$ 80,000.00	$ 80,000.00	$ 77,000.00	$ 77,000.00
29	56,400	SY	P-101-5.1a ASPHALT PAVEMENT REMOVAL (INCLUDES BASE)	$ 7.00	$ 394,800.00	$ 9.00	$ 507,600.00
30	3,200	SY	P-101-5.1b CONCRETE PAVEMENT REMOVAL	$ 68.00	$ 217,600.00	$ 23.00	$ 73,600.00
31	8,130	SY	P-101-5.1c CONCRETE FULL DEPTH REMOVAL (INCLUDES BASE)	$ 68.00	$ 552,840.00	$ 28.50	$ 231,705.00
32	43,800	SY	P-101-5.2a ASPHALT COLD MILLING AND SOIL FILL	$ 5.00	$ 219,000.00	$ 14.25	$ 624,150.00
33	1,400	SY	P-101-5.2b VARIABLE DEPTH ASPHALT COLD MILLING (0-5")	$ 4.00	$ 5,600.00	$ 3.50	$ 4,900.00
34	58,860	CY	P-152-4.1 UNCLASSIFIED EXCAVATION	$ 20.00	$ 1,177,200.00	$ 11.25	$ 662,175.00
35	1,700	CY	P-152-4.2 UNSUITABLE EXCAVATION AND BACKFILL	$ 43.00	$ 73,100.00	$ 49.00	$ 83,300.00
36	5,000	SY	P-156-8.1 CEMENT TREATED SUBGRADE (12")	$ 4.00	$ 20,000.00	$ 5.00	$ 25,000.00
37	250	TON	P-156-8.2 CEMENT	$ 265.00	$ 66,250.00	$ 350.00	$ 87,500.00
38	34,200	SY	P-209-5.1 CRUSHED AGGREGATE BASE COURSE (6")	$ 17.00	$ 581,400.00	$ 16.00	$ 547,200.00
39	20,000	SY	P-209-5.2 CRUSHED AGGREGATE BASE COURSE (11")	$ 29.00	$ 580,000.00	$ 32.00	$ 640,000.00

Approved By: ___D.R._____
Date:__5/26/2023_____

CITY OF EL PASO
PRICE TABULATION

BID TITLE: Relocation of Taxiway M **BID NO: 2023-0430**

BID DATE: May 24, 2023 **DEPARTMENT: Capital Improvement**

				Jordan Foster Construction, LLC El Paso, TX Bidder 1 of 2		**Vital Consulting Group, LLC Albuquerque, NM** Bidder 2 of 2	
ITEM NO.	**Approximate / Estimate Quantity**	**Unit of Measure**	**Description**	**Price (ONLY 2 DECIMALS)**	**Total (DO NOT ROUND)**	**Price (ONLY 2 DECIMALS)**	**Total (DO NOT ROUND)**
40	33,500	SY	P-304-8.1 CEMENT-TREATED BASE COURSE (5")	$ 28.00	$ 938,000.00	$ 28.00	$ 938,000.00
41	4,750	TON	P-403-8.1 ASPHALT SURFACE COURSE (4")	$ 138.00	$ 655,500.00	$ 190.00	$ 902,500.00
42	23,200	SY	P-501-8.1 CONCRETE PAVEMENT (15")	$ 124.00	$ 2,876,800.00	$ 177.00	$ 4,106,400.00
43	9,300	SY	P-501-8.2 CONCRETE PAVEMENT (15") (REINFORCED)	$ 156.00	$ 1,450,800.00	$ 209.00	$ 1,943,700.00
44	29,500	SF	P-620-5.1 PAVEMENT MARKING REMOVAL	$ 2.00	$ 59,000.00	$ 2.50	$ 73,750.00
45	1	LS	P-620-5.2 PAVEMENT MARKING COORDINATION	$ 70,000.00	$ 70,000.00	$ 24,500.00	$ 24,500.00
46	56	LF	D-701-5.1 24" REINFORCED CONCRETE PIPE (CLASS IV)	$ 160.00	$ 8,960.00	$ 150.00	$ 8,400.00
47	1	EACH	D-751-5.1 STANDARD MANHOLE	$ 8,000.00	$ 8,000.00	$ 12,000.00	$ 12,000.00
48	1	EACH	D-752-5.1 24" CONCRETE SAFETY END TREATMENT	$ 6,000.00	$ 6,000.00	$ 20,000.00	$ 20,000.00
49	500	SY	D-754-5.1 CONCRETE DITCH PAVING	$ 95.00	$ 47,500.00	$ 65.00	$ 32,500.00
50	59,090	LF	L-108-5.1 NO. 8 AWG, 5kV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	$ 3.25	$ 192,042.50	$ 3.00	$ 177,270.00
51	13,300	LF	L-108-5.2 NO. 6 AWG, SOLID, BARE COPPER COUNTERPOISE WIRE, INSTALLED IN TRENCH, ABOVE THE DUCT BANK OR CONDUIT, INCLUDING CONNECTIONS/TERMINATIONS	$ 1.60	$ 21,280.00	$ 6.00	$ 79,800.00
52	1,950	LF	L-108-5.3 NO. 1/0 AWG, STRANDED, BARE COPPER COUNTERPOISE WIRE, INSTALLED IN TRENCH, ABOVE THE DUCT BANK OR CONDUIT, INCLUDING CONNECTIONS/TERMINATIONS	$ 7.75	$ 15,112.50	$ 42.00	$ 81,900.00
53	1,590	LF	L-108-5.4 NO. 2 AWG STRANDED, 600V RATED, TYPE THHN/THWN-2, INSTALLED IN DUCT BANK OR CONDUIT	$ 7.00	$ 11,130.00	$ 7.50	$ 11,925.00
54	2,530	LF	L-108-5.5 25-PAIR, COPPER-SHIELDED, RODENT-RESISTANT, PE-39 TELEPHONE CABLE, INSTALLED IN DUCT BANK OR CONDUIT	$ 21.00	$ 53,130.00	$ 6.50	$ 16,445.00
55	330	LF	L-110-5.1 NON-ENCASED ELECTRICAL CONDUIT, 1-WAY 2"C	$ 23.00	$ 7,590.00	$ 21.00	$ 6,930.00
56	7,080	LF	L-110-5.2 FLOWABLE FILL ENCASED ELECTRICAL CONDUIT, 1-WAY 2"C	$ 32.00	$ 226,560.00	$ 40.00	$ 283,200.00
57	2,610	LF	L-110-5.3 FLOWABLE FILL ENCASED ELECTRICAL CONDUIT, 1-WAY 2"C WITH SAWCUT PAVEMENT REPAIR	$ 38.00	$ 99,180.00	$ 115.00	$ 300,150.00

Approved By: ___D.R._____
Date:__5/26/2023_____

CITY OF EL PASO
PRICE TABULATION

BID TITLE: Relocation of Taxiway M **BID NO: 2023-0430**

BID DATE: May 24, 2023 **DEPARTMENT: Capital Improvement**

				Jordan Foster Construction, LLC El Paso, TX Bidder 1 of 2		Vital Consulting Group, LLC Albuquerque, NM Bidder 2 of 2	
ITEM NO.	**Approximate / Estimate Quantity**	**Unit of Measure**	**Description**	**Price (ONLY 2 DECIMALS)**	**Total (DO NOT ROUND)**	**Price (ONLY 2 DECIMALS)**	**Total (DO NOT ROUND)**
58	480	LF	L-110-5.4 ELASTOMERIC CONCRETE ENCASED ELECTRICAL CONDUIT, 1-WAY 2”C WITH SAWCUT PAVEMENT REPAIR	$ 300.00	$ 144,000.00	$ 460.00	$ 220,800.00
59	1,110	LF	L-110-5.5 CONCRETE ENCASED ELECTRICAL CONDUIT, 1-WAY 2”C	$ 65.00	$ 72,150.00	$ 38.00	$ 42,180.00
60	2,250	LF	L-110-5.6 NON-ENCASED ELECTRICAL DUCT BANK, 4-WAY 2"C	$ 63.00	$ 141,750.00	$ 157.00	$ 353,250.00
61	470	LF	L-110-5.7 CONCRETE ENCASED ELECTRICAL DUCT BANK, 4-WAY 2”C	$ 82.00	$ 38,540.00	$ 150.00	$ 70,500.00
62	1,160	LF	L-110-5.8 FAA-STYLE, NON-ENCASED ELECTRICAL DUCT BANK, 2-WAY 4"C	$ 35.00	$ 40,600.00	$ 177.00	$ 205,320.00
63	220	LF	L-110-5.9 FAA-STYLE, CONCRETE ENCASED ELECTRICAL DUCT BANK, 2-WAY 4"C	$ 62.00	$ 13,640.00	$ 206.00	$ 45,320.00
64	300	LF	L-110-5.10 FAA-STYLE, NON-ENCASED ELECTRICAL DUCT BANK, 2-WAY 2"C	$ 34.00	$ 10,200.00	$ 44.00	$ 13,200.00
65	300	LF	L-110-5.11 FAA-STYLE, CONCRETE ENCASED ELECTRICAL DUCT BANK, 2-WAY 2”C	$ 40.00	$ 12,000.00	$ 60.00	$ 18,000.00
66	740	LF	L-110-5.12 NON-ENCASED ELECTRICAL DUCT BANK, 8-WAY 2”C	$ 120.00	$ 88,800.00	$ 98.00	$ 72,520.00
67	240	LF	L-110-5.13 CONCRETE ENCASED ELECTRICAL DUCT BANK, 8-WAY 2”C	$ 130.00	$ 31,200.00	$ 102.00	$ 24,480.00
68	6	EACH	L-115-5.1 AIRCRAFT-RATED ELECTRICAL HANDHOLE, 4'L x 4'W x 4'D	$ 23,000.00	$ 138,000.00	$ 30,500.00	$ 183,000.00
69	8	EACH	L-115-5.2 FAA-STYLE, AIRCRAFT-RATED ELECTRICAL HANDHOLE, 4'L x 4'W x 4'D	$ 23,000.00	$ 184,000.00	$ 30,500.00	$ 244,000.00
70	2	EACH	L-115-5.3 L-867 CONCRETE ENCASED ELECTRICAL JUNCTION STRUCTURE, CLASS 1, 16” DIAMETER BY 24” DEPTH, INSTALLED	$ 2,000.00	$ 4,000.00	$ 2,100.00	$ 4,200.00
71	2	EACH	L-115-5.4 ADJUST EXISTING HANDHOLE TO NEW GRADE	$ 8,000.00	$ 16,000.00	$ 4,000.00	$ 8,000.00
72	89	EACH	L-125-5.1 L-861T(L) BASE MOUNTED TAXIWAY EDGE LIGHT, INSTALLED IN NEW ASPHALT PAVEMENT	$ 2,300.00	$ 204,700.00	$ 4,000.00	$ 356,000.00
73	2	EACH	L-125-5.2 L-861T(L) BASE MOUNTED TAXIWAY EDGE LIGHT, INSTALLED IN EXISTING ASPHALT PAVEMENT	$ 2,300.00	$ 4,600.00	$ 5,000.00	$ 10,000.00
74	5	EACH	L-125-5.3 STORED INCANDESCENT TAXIWAY EDGE LIGHT, INSTALLED ON NEW BASE IN NEW ASPHALT PAVEMENT	$ 2,300.00	$ 11,500.00	$ 3,500.00	$ 17,500.00

Approved By: ___D.R._____
Date:__5/26/2023_____

CITY OF EL PASO
PRICE TABULATION

BID TITLE: Relocation of Taxiway M **BID NO: 2023-0430**

BID DATE: May 24, 2023 **DEPARTMENT: Capital Improvement**

				Jordan Foster Construction, LLC El Paso, TX Bidder 1 of 2		Vital Consulting Group, LLC Albuquerque, NM Bidder 2 of 2	
ITEM NO.	**Approximate / Estimate Quantity**	**Unit of Measure**	**Description**	**Price (ONLY 2 DECIMALS)**	**Total (DO NOT ROUND)**	**Price (ONLY 2 DECIMALS)**	**Total (DO NOT ROUND)**
75	8	EACH	L-125-5.4 STORED INCANDESCENT TAXIWAY EDGE LIGHT, INSTALLED ON NEW BASE IN EXISTING ASPHALT PAVEMENT	$ 2,300.00	$ 18,400.00	$ 5,800.00	$ 46,400.00
76	5	EACH	L-125-5.5 STORED INCANDESCENT TAXIWAY EDGE LIGHT, INSTALLED ON NEW BASE IN EXISTING CONCRETE PAVEMENT	$ 3,800.00	$ 19,000.00	$ 6,000.00	$ 30,000.00
77	2	EACH	L-125-5.6 STORED FLUSH RUNWAY EDGE LIGHT, INSTALLED ON NEW BASE IN NEW CONCRETE PAVEMENT	$ 3,100.00	$ 6,200.00	$ 4,000.00	$ 8,000.00
78	2	EACH	L-125-5.7 STORED ELEVATED RUNWAY EDGE LIGHT, INSTALLED ON EXISTING BASE	$ 525.00	$ 1,050.00	$ 480.00	$ 960.00
79	5	EACH	L-125-5.8 L-858(L) BASE MOUNTED, SIZE 3, 2-MODULE GUIDANCE SIGN, INSTALLED	$ 7,000.00	$ 35,000.00	$ 12,000.00	$ 60,000.00
80	8	EACH	L-125-5.9 L-858(L) BASE MOUNTED, SIZE 3, 3-MODULE GUIDANCE SIGN, INSTALLED	$ 7,200.00	$ 57,600.00	$ 14,500.00	$ 116,000.00
81	2	EACH	L-125-5.10 L-858(L) BASE MOUNTED, SIZE 3, 4-MODULE GUIDANCE SIGN, INSTALLED	$ 10,500.00	$ 21,000.00	$ 17,000.00	$ 34,000.00
82	2	EACH	L-125-5.11 L-858 BASE MOUNTED, STYLE 4, SIZE 3, 48-INCH IN LENGTH, TAXIWAY ENDING MARKER, INSTALLEDs	$ 3,000.00	$ 6,000.00	$ 7,400.00	$ 14,800.00
83	1	EACH	L-125-5.12 L-858 BASE MOUNTED, STYLE 4, SIZE 3, 48-INCH IN LENGTH, TAXIWAY ENDING MARKER, INSTALLED ON EXISTING PAVEMENT	$ 3,500.00	$ 3,500.00	$ 4,600.00	$ 4,600.00
84	2	EACH	L-125-5.13 L-858 GUIDANCE SIGN PANELS, REPLACED AND LED UPGRADE KIT INSTALLED	$ 3,200.00	$ 6,400.00	$ 6,300.00	$ 12,600.00
			Sum Total – Base Bid I (Line Items 1-84)	**$14,090,870.00**		**$17,566,353.00**	
			Mobilization / Demobilization NOT TO EXCEED 5%	**$695,000.00**		**$855,000.00**	
			Sum Total Base Bid I Plus Mobilization	**$14,785,870.00**		**$18,421,353.00**	

Approved By: ___D.R._____
Date:__5/26/2023_____

CITY OF EL PASO
PRICE TABULATION

BID TITLE: Relocation of Taxiway M | **BID NO: 2023-0430**

BID DATE: May 24, 2023 | **DEPARTMENT: Capital Improvement**

Additive Alternate I

ITEM NO.	Approximate / Estimate Quantity	Unit of Measure	Description	Jordan Foster Construction, LLC El Paso, TX — Bidder 1 of 2 — Price (ONLY 2 DECIMALS)	Jordan Foster Construction, LLC El Paso, TX — Bidder 1 of 2 — Total (DO NOT ROUND)	Vital Consulting Group, LLC Albuquerque, NM — Bidder 2 of 2 — Price (ONLY 2 DECIMALS)	Vital Consulting Group, LLC Albuquerque, NM — Bidder 2 of 2 — Total (DO NOT ROUND)
1	1	LS	SS-120-3.2 CONSTRUCTION SAFETY AND SECURITY (ADDITIVE ALTERNATE 1)	$ 61,000.00	$ 61,000.00	$ 21,600.00	$ 21,600.00
2	133	EACH	SS-301-5.1 EXISTING BASE MOUNTED EDGE LIGHT, REMOVED	$ 460.00	$ 61,180.00	$ 90.00	$ 11,970.00
3	11	EACH	SS-301-5.2 EXISTING BASE MOUNTED EDGE LIGHT, REMOVED WITH BASE TO REMAIN AND BLANK COVER INSTALLED	$ 790.00	$ 8,690.00	$ 330.00	$ 3,630.00
4	9	EACH	SS-301-5.3 EXISTING LIGHT BASE JUNCTION STRUCTURE, REMOVED	$ 920.00	$ 8,280.00	$ 325.00	$ 2,925.00
5	3	EACH	SS-301-5.4 EXISTING BASE MOUNTED GUIDANCE SIGN, REMOVED	$ 1,300.00	$ 3,900.00	$ 650.00	$ 1,950.00
6	8	EACH	SS-301-5.5 EXISTING GUIDANCE SIGN FOUNDATION, REMOVED	$ 1,200.00	$ 9,600.00	$ 900.00	$ 7,200.00
7	2	EACH	SS-301-5.6 EXISTING HANDHOLE, REMOVED	$ 3,000.00	$ 6,000.00	$ 2,500.00	$ 5,000.00
8	1	LS	C-102-5.2 TEMPORARY EROSION CONTROL (ADDITIVE ALTERNATE 1)	$ 41,000.00	$ 41,000.00	$ 67,000.00	$ 67,000.00
9	3,500	SY	P-101-5.1a ASPHALT PAVEMENT REMOVAL (INCLUDES BASE)	$ 6.50	$ 22,750.00	$ 9.00	$ 31,500.00
10	6,300	SY	P-101-5.1b CONCRETE PAVEMENT REMOVAL	$ 61.00	$ 384,300.00	$ 23.00	$ 144,900.00
11	1,300	SY	P-101-5.1c CONCRETE FULL DEPTH REMOVAL (INCLUDES BASE)	$ 63.00	$ 81,900.00	$ 4.00	$ 5,200.00
12	101,600	SY	P-101-5.2 ASPHALT COLD MILLING AND SOIL FILL	$ 3.40	$ 345,440.00	$ 14.25	$ 1,447,800.00
13	420	SF	P-620-5.1 PAVEMENT MARKING REMOVAL	$ 2.00	$ 840.00	$ 2.50	$ 1,050.00
14	3,270	LF	L-108-5.1 NO. 8 AWG, 5kV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	$ 2.40	$ 7,848.00	$ 5.00	$ 16,350.00
15	880	LF	L-108-5.2 NO. 6 AWG, SOLID, BARE COPPER COUNTERPOISE WIRE, INSTALLED IN TRENCH, ABOVE THE DUCT BANK OR CONDUIT, INCLUDING CONNECTIONS/TERMINATIONS	$ 5.00	$ 4,400.00	$ 6.00	$ 5,280.00

Approved By: ___D.R._____
Date:__5/26/2023_____

CITY OF EL PASO
PRICE TABULATION

BID TITLE: Relocation of Taxiway M **BID NO: 2023-0430**

BID DATE: May 24, 2023 **DEPARTMENT: Capital Improvement**

				Jordan Foster Construction, LLC El Paso, TX Bidder 1 of 2		Vital Consulting Group, LLC Albuquerque, NM Bidder 2 of 2	
ITEM NO.	**Approximate / Estimate Quantity**	**Unit of Measure**	**Description**	**Price (ONLY 2 DECIMALS)**	**Total (DO NOT ROUND)**	**Price (ONLY 2 DECIMALS)**	**Total (DO NOT ROUND)**
16	80	LF	L-110-5.1 NON-ENCASED ELECTRICAL CONDUIT, 1-WAY 2"C	$ 29.00	$ 2,320.00	$ 31.00	$ 2,480.00
17	1,770	LF	L-110-5.4 ELASTOMERIC CONCRETE ENCASED ELECTRICAL CONDUIT, 1-WAY 2"C WITH SAWCUT PAVEMENT REPAIR	$ 91.00	$ 161,070.00	$ 382.00	$ 676,140.00
18	6	EACH	L-125-5.2 L-861T(L) BASE MOUNTED TAXIWAY EDGE LIGHT, INSTALLED IN EXISTING ASPHALT PAVEMENT	$ 2,250.00	$ 13,500.00	$ 6,300.00	$ 37,800.00
19	16	EACH	L-125-5.3 L-861T(L) BASE MOUNTED TAXIWAY EDGE LIGHT, INSTALLED IN EXISTING CONCRETE PAVEMENT	$ 4,500.00	$ 72,000.00	$ 8,300.00	$ 132,800.00
20	2	EACH	L-125-5.9 L-858(L) BASE MOUNTED, SIZE 3, 2-MODULE GUIDANCE SIGN, INSTALLED	$ 7,000.00	$ 14,000.00	$ 12,500.00	$ 25,000.00
21	1	EACH	L-125-5.13 L-858 BASE MOUNTED, STYLE 4, SIZE 3, 48-INCH IN LENGTH, TAXIWAY ENDING MARKER, INSTALLED ON EXISTING PAVEMENT	$ 2,250.00	$ 2,250.00	$ 5,500.00	$ 5,500.00
			Sum Total – Additive Alternate I (Line Items 1-21)	**$1,312,268.00**		**$2,653,075.00**	
			Mobilization / Demobilization NOT TO EXCEED 5%	**$42,000.00**		**$130,000.00**	
			Sum Total Additive Alternate I Plus Mobilization	**$1,354,268.00**		**$2,783,075.00**	
			Bid Bond	**Yes**		**Yes**	
			Amendments Acknowledged	**Yes**		**Yes**	

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

Approved By: ___D.R._____
Date:__5/26/2023_____

Online Views for 2023-0430 Relocation of Taxiway M

No.	Participant Name	City	State
1	Jordan Foster Construction, LLC	El Paso	TX
2	Vital Consulting Group, LLC	Albuquerque	NM
3	Alpha Group Construction LLC	El Paso	TX
4	CSA Constructors (Karlsruher, Inc.)	El Paso	TX
5	Delegard Tool of Texas	Houston	TX
6	DYER CYCLE	El Paso	TX
7	Filterbuy Incorporated	Talladega	AL
8	Group Travel Consultants, Inc	Orlando	FL
9	UNIK-TECH LLC	EL PASO	TX
10	WOFFORD TRUCK PARTS (TE EL PASO,LLC)	EL PASO	TX
11	Zayza Irrigation & Landscape Inc	El Paso County	TX
12	Amtek USA, Austin	Houston	TX
13	Black Fire & Security Services, LLC	El Paso	TX
14	Blast Deflectors Inc	RENO	NV
15	Casa Ford	el paso	TX
16	ConstructConnect	Cincinnati	OH
17	Construction Reporter	Albuquerque	NM
18	CQC Testing and Engineering, L.L.C.	El Paso	TX
19	D&H United Fueling Solutions	El Paso	TX
20	Dodge Data & Analytics	Hamilton	NJ
21	Dustrol Inc.	El Paso	TX
22	Fulcrum Contracting Group LLC	El Paso	TX
23	Garver	Fayetteville	AR
24	Hawk Construction	El Paso	TX
25	High Voltage Electric	El Paso	TX
26	J. D. Abrams, L. P.	Austin	TX
27	Jobe Materials	El Paso	TX
28	Lumacurve Airfield Signs	Macedonia	OH
29	Moreno Cardenas Inc.	El Paso	TX
30	Multi Electric Mfg (O.C.E.M Acquisition Corp)	Chicago	IL
31	Precision MPI (MPI Machinery and Design LLC)	El Paso	TX
32	Ricks Paving & Sealing Inc.	El Paso	TX
33	RS&H, Inc.	San Antonio	TX
34	THE EASTSIDE COLLISION 2 CORP	EL PASO	TX
35	The Movers of El Paso (Leonardo Urrutia)	El Paso	TX
36	The PlanIt Room	El Paso	TX
37	Vellutini Corporation dba Royal Electric Company	Dallas	TX
38	Virtual Builders Exchange	San Antonio	TX



City of El Paso

Capital Improvement Department

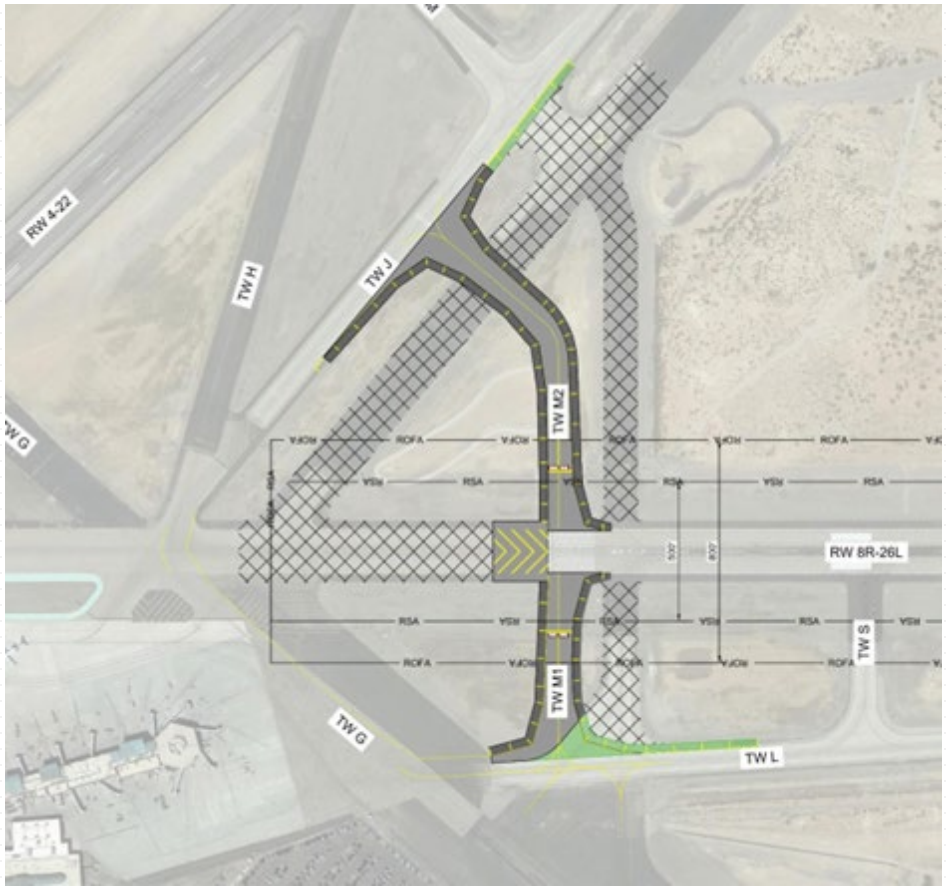
Relocation of TWY M

Solicitation 2023-0430

June 20, 2023

Project Scope of Work

- Reconfigure & relocate TWY M to runway threshold
- Construction of taxiway north & south of RWY 8R/26L
- Full depth pavement construction
- New taxiway edge lighting and signage
- New taxiway guidance signs
- Improvements to associated grading and drainage



Project Details

Location:	El Paso International Airport
District(s):	ALL
Today's Request for Action:	$14,785,870.00
Funding Source:	FAA Grant and Airport Enterprise

Procurement Summary

- Low Bid Procurement Method
  - Solicitation Advertised on April 25, 2023
  - Two (2) bids were received
  - One (1) from local suppliers

- Recommendation
  - The contract be awarded to the lowest responsive bidder Jordan Foster Construction LLC in the amount of $14,785,870.00

Mission

Deliver exceptional services to support a high quality of life and place for our community

Values

Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople

Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

File #: 23-848, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Municipal Court, Lilia Worrell, (915) 212-5822

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

The linkage to the Strategic Plan is subsection 2.7 - Maximize Municipal Court efficiency and enhance customer experience.

Discussion and action that the Purchasing Director is authorized to notify Vendor that City is terminating awarded Contract No. 2022-0007R Collection Services for Delinquent Fines and Fees for convenience pursuant to the termination provisions of the Contract, and that the termination shall be effective as of June 20, 2023.

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: June 20, 2023
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Lilia Worrell, Director, (915) 212-5822
K. Nicole Cote, Managing Director (915) 212-1092
DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 2 – Set the Standard for a Safe and Secure City

SUBGOAL: 2.7 – Maximize Municipal Court efficiency and enhance customer experience.

SUBJECT:
Discussion and action that the Purchasing Director is authorized to notify Vendor that City is terminating awarded Contract No. 2022-0007R Collection Services for Delinquent Fines and Fees for convenience pursuant to the termination provisions of Contract, and that the termination shall be effective as of June 20, 2023.

BACKGROUND / DISCUSSION:
The City of El Paso desires to terminate for convenience contract 2022-0007R Collection Services for Delinquent Fines and Fees.

SELECTION SUMMARY:
N/A

CONTRACT VARIANCE:
N/A

PROTEST
No protest received for this requirement.

PRIOR COUNCIL ACTION:
On May 10, 2022 City Council approved the award of contract 2022-0007R to Delgado Acosta Spencer Linebarger & Perez, LLP for a four (4) year term and three (3), one (1) year options to extend the contract for at total amount of $6,643,062.65.

AMOUNT AND SOURCE OF FUNDING:
N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? __X_ YES ___NO

PRIMARY DEPARTMENT: Municipal Court
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

**********REQUIRED AUTHORIZATION**********

DEPARTMENT HEAD: Lilia Worrell

Lilia Worrell - Director of El Paso Municipal Court

COUNCIL PROJECT FORM
(Termination)

**********POSTING LANGUAGE BELOW**********

Please place the following item on the **CONSENT AGENDA** for the Council Meeting of **June 20, 2023.**

STRATEGIC GOAL NO. 2: Set the Standard for a Safe and Secure City

The linkage to the Strategic Plan is subsection 2.7: Maximize Municipal Court efficiency and enhance customer experience.

That the Purchasing Director is authorized to notify Vendor that City is terminating awarded Contract No. 2022-0007R Collection Services for Delinquent Fines and Fees for convenience pursuant to the termination provisions of Contract, and that the termination shall be effective as of June 20, 2023.

R E S O L U T I O N

WHEREAS, on May 10, 2022 the City of El Paso ("City") awarded Contract No. 2022-0007R Collection Services for Delinquent Fines and Fees ("Contract") to Delgado Acosta Spencer Linebarger & Perez, LLP, ("Vendor"); and

WHEREAS, the City desires to terminate the Contract, pursuant to the provisions of Section PART 7 – CONTRACT CLAUSES, Section 8.A. Termination for Convenience of the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Purchasing Director is authorized to notify Vendor that City is terminating awarded Contract No. 2022-0007R Collection Services for Delinquent Fines and Fees for convenience pursuant to the termination provisions of Contract, and that the termination shall be effective as of June 20, 2023.

APPROVED this _____ day of _____, 2023.

THE CITY OF EL PASO:

_____
Oscar Lesser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO CONTENT:

_____
K. Nicole Cote, Managing Director
Purchasing & Strategic Sourcing

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Lilia A. Worrell
Municipal Court

File #: 23-849, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Municipal Court, Lilia Worrell, (915) 212-5822

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

The linkage to the Strategic Plan is subsection 2.7 - Maximize Municipal Court efficiency and enhance customer experience.

Award Summary:

Discussion and action that after having provided adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the Agreement for Delinquent Court Fines and Fees Services, pursuant to Solicitation 2023-0282R Collection Services for Delinquent Fines and Fees - Municipal Court, is awarded to Delgado Acosta Spencer Linebarger & Perez, LLP and that the City Manager, or his designee, is authorized to execute the Agreement and any related documents with Delgado Acosta Spencer Linebarger & Perez, LLP required to effectuate this award.

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: June 20, 2023
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Lilia Worrell, Director, (915) 212-5822
K. Nicole Cote, Managing Director (915) 212-1092
DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 2 – Set the Standard for a Safe and Secure City

SUBGOAL: 2.7 – Maximize Municipal Court efficiency and enhance customer experience.

SUBJECT:
That after having provided adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the Agreement for Delinquent Court Fines and Fees Services, pursuant to Solicitation 2023-0282R Collection Services for Delinquent Fines and Fees - Municipal Court, is awarded to Delgado Acosta Spencer Linebarger & Perez, LLP and that the City Manager, or his designee, is authorized to execute the Agreement and any related documents with Delgado Acosta Spencer Linebarger & Perez, LLP required to effectuate this award.

BACKGROUND / DISCUSSION:
Since 2003, the Municipal Court has contracted with an outside collection agency as approved by the Texas Code of Criminal Procedures, Section 103.0031. The Court refers delinquent Class C warrants, warrant fees, and parking citations to the agency for collection. Each vendor submitted a minimum recovery rate for each account category, as well as a penalty fee associated with each category of accounts if the vendor fails to meet the guaranteed recovery rates.

It is important to note that no City money is paid to the collection agency. Section 103.0031 of the Texas Code of Criminal Procedure authorizes municipalities to pass on to the defendants and vehicle owners a 30% collection fee when an outside collection agency or firm is used.

SELECTION SUMMARY:
NA

CONTRACT VARIANCE:
N/A

PROTEST
No protest received for this requirement.

PRIOR COUNCIL ACTION:
NA

AMOUNT AND SOURCE OF FUNDING:
NA

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? __X_ YES ___NO

PRIMARY DEPARTMENT: Municipal Court
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

**********REQUIRED AUTHORIZATION**********

DEPARTMENT HEAD: Lilia Worrell

Lilia Worrell - Director of El Paso Municipal Court

PROJECT FORM
(REQUEST FOR PROPOSAL)

****

Please place the following item on the **REGULAR** agenda for the Council Meeting of **June 20, 2023**.

STRATEGIC GOAL 2 – Set the Standard for a Safe and Secure City

The linkage to the Strategic Plan is subsection 2.7 – Maximize Municipal Court efficiency and enhance customer.

Award Summary:

Discussion and action that after having provided adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the Agreement for Delinquent Court Fines and Fees Services, pursuant to Solicitation 2023-0282R Collection Services for Delinquent Fines and Fees - Municipal Court, is awarded to Delgado Acosta Spencer Linebarger & Perez, LLP and that the City Manager, or his designee, is authorized to execute the Agreement and any related documents with Delgado Acosta Spencer Linebarger & Perez, LLP required to effectuate this award.

********** **ADDITIONAL INFO BELOW**********

R E S O L U T I O N

WHEREAS, there is a substantial need for the legal services to be provided pursuant to the Agreement for Delinquent Court Fines and Fees Services;

WHEREAS, these legal services cannot be adequately performed by the attorneys and supporting personnel of the City of El Paso at a reasonable cost;

WHEREAS, these legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of delinquent court fines and fees penalties provided by Texas Code of Criminal Procedure 103.0031 and because the City of El Paso does not desire to allocate the additional funds to pay the estimated amounts required under a contract only for the payment of hourly fees;

WHEREAS, Delgado Acosta Spencer Linebarger & Perez, LLP, is well qualified and competent to perform the legal services required to comply with the terms of the contract;

WHEREAS, Delgado Acosta Spencer Linebarger & Perez, LLP has provided these specialized legal services to the City of El Paso in the past and has been well satisfied with the quality and outcome of the legal services provided, and;

WHEREAS, the contract with Delgado Acosta Spencer Linebarger & Perez, LLP is the result of a procurement issued by the City of El Paso and to which Delgado Acosta Spencer Linebarger & Perez, LLP submitted a proposal to provide the requested services; and

WHEREAS, the parties agree that the contract for delinquent court fines and fees penalties is fair and reasonable.

NOW, THEREFORE, BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF EL PASO:

That after having provided adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the Agreement for Delinquent Court Fines and Fees Services, pursuant to Solicitation 2023-0282R Collection Services for Delinquent Fines and Fees - Municipal Court, is awarded to Delgado Acosta Spencer Linebarger & Perez, LLP and that the City Manager, or his designee, is authorized to execute the Agreement and any related documents with Delgado Acosta Spencer Linebarger & Perez, LLP required to effectuate this award.

(SIGNATURE PAGE FOLLOWS)

APPROVED this _____ day of _____, 2023.

THE CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
K. Nicole Cote, Managing Director
Purchasing and Strategic Sourcing

NOTICE OF A PUBLIC MEETING

Notice is hereby given that a meeting of the City of El Paso City Council will be held on Tuesday, June 20, 2023 at 9:00 AM for the purpose of considering and taking action on all matters on the agenda for the meeting, including approval of an agreement with the law firm of Delgado Acosta Spencer Linebarger & Perez, LLP as special counsel to perform all legal services necessary to collect delinquent court fines and fees and authorizing the execution of such agreement.

The agreement to be considered is necessary for the collection of delinquent fines and fees owed to the City of El Paso to be collected in the most effective manner. The City of El Paso desires that such delinquent court fines and fees be collected as provided in the Texas Code of Criminal Procedure.

The Delgado Acosta Spencer Linebarger & Perez, LLP firm is fully qualified to provide this representation, being partner with the largest delinquent court fines and fees law firm in the State of Texas, and having been engaged in this specialized legal service for more than 40 years. In addition, the Delgado Acosta Spencer Linebarger & Perez, LLP firm possesses infrastructure and technology, such as call center technology, that the City of El Paso does not currently possess.

Delgado Acosta Spencer Linebarger & Perez, LLP has and continues to represent the City of El Paso with competence and professionalism, in the collection of delinquent property taxes as well as court fines and fees.

The specialized legal services required by this agreement cannot be adequately performed by the attorneys and supporting personnel of the City of El Paso due to the high cost of implementing the appropriate infrastructure and technology and employing sufficient in-house attorneys and staff with the level of experience and competence necessary to perform these activities.

Delgado Acosta Spencer Linebarger & Perez, LLP will be compensated on a contingent fee basis as provided in the Texas Code of Criminal Procedure 103.0031. These Texas Code of Criminal Procedure sections specifically provide for an additional penalty on delinquent court fines and fees to compensate collection attorneys. A contract to pay inside or outside attorneys on an hourly basis would represent an additional cost to the City of El Paso.

Entering into the proposed agreement is in the best interests of the residents of the City of El Paso because the delinquent court fines and fees will be professionally and competently collected without the additional costs to the City of El Paso of implementing infrastructure and technology, and employing in-house personnel or paying outside counsel on an hourly fee basis which would otherwise be required.

File #: 23-851, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Municipal Court, Lilia Worrell, (915) 212-5822

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

The linkage to the Strategic Plan is subsection 2.7 - Maximize Municipal Court efficiency and enhance customer experience.

Award Summary:

Discussion and action on the award of Solicitation No. 2023-0282R Collections Fines and Fees to Delgado Acosta Spencer Linebarger & Perez, LLP., for an initial four (4) year term for an estimated amount of $3,796,035.80. The award also includes three (3), one (1) year options for an estimated amount of $2,847,026.85. The total value of the contract is, including the initial term plus the options, for a total of seven (7) years, for an estimated amount of $6,643,062.65. This contract will allow collection services for the Municipal Court.

Contract Variance:

The variance is based on the recovery rate percentage compared to the previous contract as follows: Warrants decreased by 26%, Capias Pro Fine decreased by 20% and Civil decreased by 30%. The decrease is due to the changes in the recovery rate categories.

Department:	Municipal Court
Vendor:	Delgado Acosta Spencer Linebarger & Perez, LLP El Paso, TX
Item(s):	All
Initial Term:	4 Years
Option to Extend:	Years (3), one (1) Year
Annual Estimated Award:	$949,008.95
Initial Term Estimated Award:	$3,796,035.80
Total Estimated Award:	$6,643,062.65

Account No.:	111-203400-1000-11030
Funding Source:	Collection Agency Payable
District(s):	All

This is a Request for Proposal, service contract.

The Purchasing & Strategic Sourcing and Municipal Court Departments recommend the award as indicated to Delgado Acosta Spencer Linebarger & Perez, LLP the highest-ranked proposer based on evaluation factors established for this procurement.

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: June 20, 2023
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Lilia Worrell, Director, (915) 212-5822
K. Nicole Cote, Managing Director (915) 212-1092
DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 2 – Set the Standard for a Safe and Secure City

SUBGOAL: 2.7 – Maximize Municipal Court efficiency and enhance customer experience.

SUBJECT:
Discussion and action on the award of solicitation No. 2023-0282R Collections Fines and Fees to Delgado Acosta Spencer Linebarger & Perez, LLP., for an initial four (4) year term for an estimated amount the initial term of $3,796,035.80. The award also includes a three (3), one (1) year options for an estimated amount of $2,847,026.85. The total value of the contract is, including the Initial term plus the options, for a total of seven (7) years, for an estimated amount of $6,643,062.65. This contract will allow collection services for the Municipal Court.

BACKGROUND / DISCUSSION:
Since 2003, the Municipal Court has contracted with an outside collection agency as approved by the Texas Code of Criminal Procedures, Section 103.0031. The Court refers delinquent Class C warrants, warrant fees, and parking citations to the agency for collection. Each vendor submitted a minimum recovery rate for each account category, as well as a penalty fee associated with each category of accounts if the vendor fails to meet the guaranteed recovery rates.

It is important to note that no City money is paid to the collection agency. Section 103.0031 of the Texas Code of Criminal Procedure authorizes municipalities to pass on to the defendants and vehicle owners a 30% collection fee when an outside collection agency or firm is used.

SELECTION SUMMARY:
N/A

CONTRACT VARIANCE:
The variance is based on the recovery rate percentage compared from previous contract as follows: Warrants decreased by 26%, Capias Pro Fine decreased by 20% and Civil decreased by 30%. The decrease is due to the changes in the recovery rate categories.

PROTEST
No protest received for this requirement.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
Amount: $6,643,062.65
Funding Source: Collection Agency Payable
Account: 203400-111-1000-11030

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? __X_ YES ___NO

PRIMARY DEPARTMENT: Municipal Court
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

**********REQUIRED AUTHORIZATION**********

DEPARTMENT HEAD: Lilia Worrell

Lilia Worrell - Director of El Paso Municipal Court

PROJECT FORM
(REQUEST FOR PROPOSAL)

****

Please place the following item on the **REGULAR** agenda for the Council Meeting of **June 20, 2023**.

STRATEGIC GOAL 2 – Set the Standard for a Safe and Secure City

The linkage to the Strategic Plan is subsection 2.7 – Maximize Municipal Court efficiency and enhance customer.

Award Summary:

Discussion and action on the award of solicitation No. 2023-0282R Collections Fines and Fees to Delgado Acosta Spencer Linebarger & Perez, LLP., for an initial four (4) year term for an estimated amount the initial term of $3,796,035.80. The award also includes a three (3), one (1) year options for an estimated amount of $2,847,026.85. The total value of the contract is, including the Initial term plus the options, for a total of seven (7) years, for an estimated amount of $6,643,062.65. This contract will allow collection services for the Municipal Court.

Contract Variance:

The variance is based on the recovery rate percentage compared from previous contract as follows: Warrants decreased by 26%, Capias Pro Fine decreased by 20% and Civil decreased by 30%. The decrease is due to the changes in the recovery rate categories.

Department:	Municipal Court
Vendor:	Delgado Acosta Spencer Linebarger & Perez, LLP El Paso, YX
Item(s):	All
Initial Term:	4 Years
Option to Extend:	Years (3), one (1) Year
Annual Estimated Award:	$949,008.95
Initial Term Estimated Award:	$3,796,035.80
Total Estimated Award:	$6,643,062.65
Account No.:	111-203400-1000-11030
Funding Source:	Collection Agency Payable
District(s):	All

This is a Request for Proposal, service contract.

The Purchasing & Strategic Sourcing and Municipal Court Departments recommend award as indicated to Delgado Acosta Spencer Linebarger & Perez, LLP the highest ranked proposer based on evaluation factors established for this procurement.

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

****

Committee Scoresheet

CITY OF EL PASO RFP SCORESHEET

PROJECT: 2023-0282R Collections Fines and Fees

Evaluation of Submittal

	MAX POINTS	Delgado Acosta spencer Linebarger & Perez, LLP El Paso, TX	GC Parent, LLC dba GC Services Limited Partnership Houston, TX
A. Proposed Minimum Recovery Rate	35	24.00	35.00
B. Experience – Comparable Contracts	30	30.00	20.00
C. References	10	10.00	10.00
D. Employee Medical Benefits and Incentives	10	2.00	2.00
E. Added-Value Services	15	15.00	13.94
TOTAL SCORE	**100**	**81.00**	**80.94**
		1	2

CITY OF EL PASO
REQUEST FOR PROPOSALS TABULATION FORM

Solicitation Title: Collections Fines and Fees **Solicitation #: 2023-0282R**

Due Date: March 01, 2023 **Department: Municipal Court**

BIDDER'S NAME:	LOCATION:	AMENDMENT(S) ACKNOWLEDGED:
Delgado Acosta Spencer Linebarger & Perez, LLP	El Paso, TX	Yes
GC Parent, LLC dba GC Services Limited Partnership	Houston, TX	Yes

RFPs SOLICITED: 542 LOCAL RFPs SOLICITED: 175 RFPs RECEIVED: 2 LOCAL RFPs RECEIVED: 1 NO BIDS: 6

NOTE: The information contained in this RFP tabulation is for information only and does not constitute actual award/execution of contract.

Approved:___/s/_____
Date:___3/9/2023____

2023-0282R Collections Fines and Fees - Viewers List

Viewers No.	Participant Name	Response Da	Response Status	City	State
1	Delgado Acosta Spencer Linebarger & Perez	03/01/2023	Submitted	El Paso	TX
2	The Outsource Connection, Inc	02/27/2023	No Bid	El Paso	TX
3	WOFFORD TRUCK PARTS (TE EL PASO,LLC)	01/24/2023	No Bid	EL PASO	TX
4	Aquatic Adventures LLC		Viewed	El Paso	TX
5	Bella Luna Engineering and Building Maintenance		Viewed	El Paso	TX
6	Servin, LLC		Viewed	El Paso	TX
7	Sidi Corp Home LLC		Viewed	El Paso	TX
8	Sigma Construction Group, LLC		Viewed	El Paso	TX
9	Textbook Warehouse (Textbook Warehouse, LLC)	02/23/2023	No Bid	Alpharetta	GA
10	Value Payment Systems		Viewed	Brentwood	TN
11	ConstructConnect		Viewed	Cincinnati	OH
12	Net Gain Marketing, Inc.		Viewed	Collingswood	NJ
13	Smith Temporaries Inc, dba CornerStone Staffing		Viewed	Dallas	TX
14	Superior Elevator Inspections & Consulting (Superior Elevator Insp		Viewed	FENTON	MO
5	GC Services Limited Partnership	03/01/2023	Submitted	Houston	TX
16	Emeniss Call Center		Viewed	Houston	TX
17	Stantec (Stantec Consulting Services, Inc)	01/24/2023	No Bid	Plano	TX
18	Alliance One, Inc.		Unsubmitted	Plymouth Meeting	PA
19	Dale Carnegie of El Paso (Leadership Training Group, LLC)	01/26/2023	No Bid	Ripon	CA
20	Money Handling Machines, Inc	02/16/2023	No Bid	Tempe	AZ

R E S O L U T I O N

WHEREAS, there is a substantial need for the legal services to be provided pursuant to the Agreement for Delinquent Court Fines and Fees Services;

WHEREAS, these legal services cannot be adequately performed by the attorneys and supporting personnel of the City of El Paso at a reasonable cost;

WHEREAS, these legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of delinquent court fines and fees penalties provided by Texas Code of Criminal Procedure 103.0031 and because the City of El Paso does not desire to allocate the additional funds to pay the estimated amounts required under a contract only for the payment of hourly fees;

WHEREAS, Delgado Acosta Spencer Linebarger & Perez, LLP, is well qualified and competent to perform the legal services required to comply with the terms of the contract;

WHEREAS, Delgado Acosta Spencer Linebarger & Perez, LLP has provided these specialized legal services to the City of El Paso in the past and has been well satisfied with the quality and outcome of the legal services provided, and;

WHEREAS, the contract with Delgado Acosta Spencer Linebarger & Perez, LLP is the result of a procurement issued by the City of El Paso and to which Delgado Acosta Spencer Linebarger & Perez, LLP submitted a proposal to provide the requested services; and

WHEREAS, the parties agree that the contract for delinquent court fines and fees penalties is fair and reasonable.

NOW, THEREFORE, BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF EL PASO:

That after having provided adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the Agreement for Delinquent Court Fines and Fees Services, pursuant to Solicitation 2023-0282R Collection Services for Delinquent Fines and Fees - Municipal Court, is awarded to Delgado Acosta Spencer Linebarger & Perez, LLP and that the City Manager, or his designee, is authorized to execute the Agreement and any related documents with Delgado Acosta Spencer Linebarger & Perez, LLP required to effectuate this award.

(SIGNATURE PAGE FOLLOWS)

APPROVED this _____ day of _____, 2023.

THE CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
K. Nicole Cote, Managing Director
Purchasing and Strategic Sourcing

File #: 23-850, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Fire, Chief Jonathan P. Killings, (915) 493-5609

AGENDA LANGUAGE:
This is the language that will be posted to the agenda. Please use ARIAL 11 Font.
The linkage to the Strategic Plan is subsection: 2.3 - Increase public safety operational efficiency.

Discussion and action that the City Manager be authorized to sign an agreement to provide baseline physical exams services for the City's Fire Department between the City of El Paso ("City") and Occupational Health Centers of the Southwest, P.A. dba Concentra Medical Centers; contract 2023-0117R Baseline Physical Examinations for Firefighters for a three (3) year initial term estimated award of $3,523,200.00. The award is to include a two (2) year optional amount of $2,348,800.00 for a total five (5) year award from the date this Agreement is approved by the City Council, for a total amount of $5,872,000.00.

Contract Variance:
The difference based in comparison to the previous contract is as follows: An increase of $2,364,160.32 for the initial term, which represents a 203.98% increase due to rising costs for services within the health care industry.

This is a request for qualifications, requirements contract.

The Purchasing & Strategic Sourcing and the Fire Departments recommend award as indicated to Occupational Health Centers of the Southwest, P.A. dba Concentra Medical Centers, the highest ranked proposer based on the evaluation factors established for this procurement.

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

Additionally, it is requested that the City Attorney's Office review and that the City Manager be authorized to execute any related contract documents and agreements necessary to effectuate this award.

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: June 20, 2023

PUBLIC HEARING DATE: NA

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Jonathan P. Killings, Fire Chief (915) 493-5609
K. Nicole Cote, Managing Director (915) 212-1092

DISTRICT(S) AFFECTED: ALL

STRATEGIC GOAL: 2 – Set the Standard for a Safe and Secure City

SUBGOAL: 2.3 – Increase public safety operational efficiency

SUBJECT:
Discussion and action that the City Manager be authorized to sign an agreement to provide baseline physical exams services for the City's Fire Department between the City of El Paso ("City") and Occupational Health Centers of the Southwest, P.A. dba Concentra Medical Centers; contract 2023-0117R Baseline Physical Examinations for Firefighters for a three (3) year initial term estimated award of $3,523,200.00. The award is to include a two (2) year optional amount of $2,348,800.00 for a total five (5) year award from the date this Agreement is approved by the City Council, for a total amount of $5,872,000.00
.

BACKGROUND / DISCUSSION:
The Baseline Physical Exams are for uniformed fire department employees in accordance with guidelines established in the CBA, and the Fire Service Joint Labor Management Wellness-Fitness Initiative, and NFPA 1582 Standard on Comprehensive Occupational Medical Program for Fire Departments.

SELECTION SUMMARY:
Solicitation was advertised on December 20, 2022 and December 27, 2022. The solicitation was posted on City website on December 20, 2022. There were a total six (6) viewers online; Two (2) proposals were received; none from local suppliers. An Inadequate Competition Survey was conducted.

CONTRACT VARIANCE:
The difference based in comparison to the previous contract is as follows: An increase of $2,364,160.32 for the initial term, which represents a 203.98% increase due to rising costs for services within the health care industry.

PROTEST
No protest received for this requirement.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
Amount: $3,523,200.00
Funding Source: General Fund
Account: 521120-322-1000-22120-P2222

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? __X_ YES ___NO

PRIMARY DEPARTMENT: Fire Department
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

**********REQUIRED AUTHORIZATION**********

DEPARTMENT HEAD:

Jonathan P. Killings, Fire Chief

COUNCIL PROJECT FORM
(RFQ)

POSTING LANGUAGE BELOW**********************************

Please place the following item on the **REGULAR** agenda for the Council Meeting of June 6,2023.

Strategic Goal 2: Set the Standard for a Safe and Secure City

The linkage to the Strategic Plan is subsection: 2.3 – Increase public safety operational efficiency.

Discussion and action that the City Manager be authorized to sign an agreement to provide baseline physical exams services for the City's Fire Department between the City of El Paso ("City") and Occupational Health Centers of the Southwest, P.A. dba Concentra Medical Centers; contract 2023-0117R Baseline Physical Examinations for Firefighters for a three (3) year initial term estimated award of $3,523,200.00. The award is to include a two (2) year optional amount of $2,348,800.00 for a total five (5) year award from the date this Agreement is approved by the City Council, for a total amount of $5,872,000.00.

Contract Variance:
The difference based in comparison to the previous contract is as follows: An increase of $2,364,160.32 for the initial term, which represents a 203.98% increase due to rising costs for services within the health care industry.

This is a request for qualifications, requirements contract.

The Purchasing & Strategic Sourcing and the Fire Departments recommend award as indicated to Occupational Health Centers of the Southwest, P.A. dba Concentra Medical Centers, the highest ranked proposer based on the evaluation factors established for this procurement.

Additionally, it is requested that the City Attorney's Office review and that the City Manager be authorized to execute any related contract documents and agreements necessary to effectuate this award.

Committee Scoresheet

CITY OF EL PASO RFQ SCORESHEET

PROJECT: 2023-0117R Baseline Physical Examinations for Firefighters

Evaluation of Submittal

	MAX POINTS	Occupational Health Centers of the Southwest, P.A. dba Concentra Medical Centers Addison, TX	U.S. OCCMED TEXAS, PLLC dba Nova Medical Centers Dallas, TX
Factor A - Staff Experience & Qualifications			
	30	24.80	22.80
Factor B - Scope of Services			
	20	16.20	12.80
Factor C - Number of psychologists available to perform examinations			
	15	10.00	10.00
Factor D - Location and availability of facilities			
	10	2.00	2.00
Factor E – Experience – Comparable Contracts			
	15	10.40	4.80
Factor F – References			
	10	10.00	0.00
TOTAL SCORE	100	73.40	52.40
Rank		1	2

CITY OF EL PASO
REQUEST FOR QUALIFCATIONS TABULATION FORM

Bid Opening Date: February 8, 2023 **Solicitation #: 2023-0117R**

Project Name: Baseline Physical Examinations for Firefighters **Department: Fire Department Headquarters**

BIDDER'S NAME:	LOCATION:	AMENDMENT(S) ACKNOWLEDGED:
Occupational Health Centers of the Southwest, P.A. dba Concentra Medical Centers	Addison, TX	Yes
U.S. OCCMED Texas, PLLC dba Nova Medical Centers	Dallas, TX	Yes

RFQs SOLICITED: 141 LOCAL RFQs SOLICITED: 45 RFQs RECEIVED: 2 LOCAL RFQs RECEIVED: 0 NO BIDS: 12

NOTE: The information contained in this RFQ tabulation is for information only and does not constitute actual award/execution of contract.

Approved: /s/

Date:

2023-0117R Baseline Physical Examinations for Firefighters
View List

Number of Viewers	Participant Name	Response Date	Response Status	Contact	City	State
1	Nova Medical Centers (Nova Healthcare GA, LLC)	02/08/2023	Submitted	John Turner	Houston	TX
2	Concentra Medical (Occupational Health Centers of the SW)	02/06/2023	Submitted		El Paso	TX
3	Mattingly Low Vision, Inc	01/31/2023	No Bid	Elena King	El Paso	TX
4	City of El Paso Strategic Partners		Viewed	The Great Lupe	El Paso	TX
5	Deltek		Viewed	Source Management	Herndon	VA
6	Medicaleshop Inc.		Viewed	Abbas Ajmeri	New Milford	CT

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the City Manager be authorized to sign an agreement to provide baseline physical exams services for the City's Fire Department between the City of El Paso ("City") and Occupational Health Centers of the Southwest, P.A. dba Concentra Medical Centers; contract 2023-0117R Baseline Physical Examinations for Firefighters for a three (3) year initial term estimated award of $3,523,200.00. The award is to include a two (2) year optional amount of $2,348,800.00 for a total five (5) year award from the date this Agreement is approved by the City Council, for a total amount of $5,872,000.00.

APPROVED THIS _____ DAY OF _____ 2023.

CITY OF EL PASO:

_____
Oscar Leeser, Mayor

ATTEST:

_____
Laura D. Prine, City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
K. Nicole Cote, Managing Director
Purchasing & Strategic Sourcing

APPROVED AS TO CONTENT:

_____
Jonathan P. Killings, Fire Chief
El Paso Fire Department

STATE OF TEXAS)
)
COUNTY OF EL PASO)

PROFESSIONAL SERVICE AGREEMENT FOR BASELINE PHYSICAL EXAMS FOR FIREFIGHTERS FOR THE FIRE DEPARTMENT

This physical exams and drug testing screening services agreement (this "***Agreement***") is entered into this_____day of___, 20_ (the "***Effective Date***") by and between the City of El Paso, a home rule municipal corporation (the "***City***"), and Occupational Health Centers of the Southwest, P.A. dba Concentra Medical Centers a Texas professional association (the "***Company***" or '***Service Provider***").

R E C I T A L S

WHEREAS, pursuant to Article XXIV, Section lb. of the Collective Bargaining Agreement dated December 13, 2011 between the City and Local 51, International Association of Fire Fighters, Inc. the City shall provide mandatory baseline physicals for employees annually; and

WHEREAS, National Fire Protection Association's publication NFPA 1582: Standard 011 Comprehensive Occupational Medical Program for Fire Departments recommends that the schedules for baseline physicals be organized by firefighters' age groups; and

WHEREAS, the City selected Company to provide the professional services on the basis of Company's demonstrated competence and qualifications to perform the services for a fair and reasonable price for 2023-0117R; and

WHEREAS, the Service Provider possesses the qualifications, certifications, credentials, experience, and expertise to perform said baseline physical exam services for the City; and

WHEREAS, the City desires to engage the Service Provider to provide baseline physical exams for Fire Department firefighters according to the schedules provided by the City.

IN CONSIDERATION of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION I. TERM. The effective date of this Agreement is_____, 2023 and will remain in effect thereafter for (3) years from the effective date of this Agreement. City will have an additional 2-year option which City may exercise at its discretion.

SECTION II. SCOPE OF SERVICES. The Service Provider hereby agrees to perform baseline physical services in accordance with the specifications (Exhibit A) and the Proposal submitted by the Service Provider. The scope of services identified and Proposal and clarified by this Agreement shall be referred to collectively as the "Services." All services shall be performed with reasonable care, skill, and diligence as would be practiced by the medical and scientific community within the County of El Paso, Texas.

The Service Provider will devise, implement, and operate a program for performing Baseline Screenings and General Fitness Assessments for the City's Firefighters according to the schedule for examinations by age group, attached hereto as Exhibit C. The Service Provider will provide the following services to the Fire Department's firefighters as described in the specifications based on the schedule for examinations: Level I. Baseline Screenings; Level II. Comprehensive Examinations; and Level III General Fitness Assessments. The Service Provider shall also assist the Fire Department Peer Fitness Trainers for Fire Department personnel in the design, administration, and monitoring of fitness programs.

Firefighters are scheduled for their annual physicals by their respective Battalion Chiefs in the Field Operations Division and by their Division Chiefs in the 40-hour sections of the Department. This ensures that supervisors can account for full compliance with the mandatory annual baseline physicals requirement as specified in the Collective Bargaining Agreement dated December 13, 2011.

SECTION III. COMPLETION OF SERVICES. The Service Provider understands that time is of the essence in completing the Services. Failure of the Service Provider to meet the specified time for completion of Services shall be cause for termination pursuant to Section XIV of this Agreement.

SECTION IV. NON-EXCLUSIVE AGREEMENT. This Agreement is non-exclusive. The City shall be entitled to enter into other agreements for the Services with other properly selected individuals or businesses that qualify to provide the Services.

SECTION V. PRE-REQUISITE TO AGREEMENT. The Service Provider shall comply with applicable state and local licenses, certifications, and other qualification requirements as a prerequisite to entering into this Agreement.

SECTION VI. LOCATION OF PERFORMANCE. The Company shall perform the Services in the City and County of El Paso, Texas or such other place(s) as may be necessary to fulfill the terms of this Agreement.

SECTION VII. REPRESENTATIONS OF THE COMPANY. The Company represents, warrants, and agrees as follows:

A. It will comply with all applicable federal, state, and local government laws, rules, regulations and all provisions of the City of El Paso Charter and the El Paso City Code, now existing or as may be amended, in the performance of its duties under this Agreement.

B. The Service Provider, including each individual physician and all other healthcare providers employed by the Service Provider and performing the services for the City, shall at all times during the performance of this Agreement maintain the licenses, certifications required by any applicable statute, ordinance, rule or regulation of any regulatory body having jurisdiction over
the conduct of its operations hereunder. The Service Provider warrants that it is duly authorized and licensed to perform its duties hereunder in the jurisdiction in which it will act. It further warrants that its employees shall maintain all required professional licenses during the term of this Agreement. If the Service Provider receives notice from a licensing authority of a suspension or revocation of a license of the Service Provider's employee(s), the Service Provider shall immediately remove such employee from performing any further services under this Agreement until such license is reinstated and in good standing and within 72 hours, notify the City of such actions. If the Service Provider fails to maintain such licenses or fails to remove any employee who performs services under this Agreement whose license has expired or been revoked or suspended, the City shall be entitled, at its sole discretion, to immediately terminate this Agreement upon written notice to the Service Provider. It further warrants that its employees shall maintain all required professional licenses and/or certifications during the term of this Agreement. If the Service Provider receives notice from a licensing or certification authority of a suspension or revocation of a license or certification of the Service Provider’s employee(s), the Service Provider shall immediately remove such employee from performing any further services under this Agreement until such license or certification is reinstated and in good standing and within 72 hours, notify the City of such actions. If the Service Provider fails to maintain such licenses or certifications or fails to remove any employee who performs services under this Agreement whose license or certification has expired or been revoked or suspended, the City shall be entitled, at its sole discretion, to immediately terminate this Agreement upon written notice to the Service Provider.

C. All individual physicians who will perform the examination services and physiologist clinicians or healthcare providers who will administer the physical fitness program under this Agreement shall have knowledge of the fire service job requirements and fit-for-duty expectations according to Section 4.2 of the National Fire Protection Association's publication NFPA 1582: Standard on Comprehensive Occupational Medical Program/or Fire Departments and NFPA 1583: Standard on Health Related Fitness Programs for Fire Department Members. The Service Provider's Organizational Chart is attached hereto as Exhibit D. The City shall be informed of any changes to the Organizational Chart so that the City Manager may approve the qualifications of the different or additional Service Provider's personnel. Despite the City Manager's approval, the City shall in no event be obligated to any third party.

D. The Service Provider shall not in any fashion discriminate in the performance of this Agreement against any person because of race, color, religion, national origin, sex, age, disability, political belief, sexual orientation or affiliation.

SECTION VIII. COMPENSATION AND METHOD OF PAYMENT. The City shall pay the Service Provider for each test and rehabilitation session conducted at the rates set forth in the

Proposal Cost attached hereto as Exhibit B. The Service Provider services shall be limited to those services delineated in the Section III of this Agreement. It is understood and agreed that the City shall not be liable for any costs that exceed the amount of this Agreement without the prior written approval of the City Manager and compliance with applicable competitive bidding laws and City policies. Said approval must be obtained prior to the Service Provider commencing the services that will result in the cost overrun.

The parties acknowledge and agree that the award of this Agreement is dependent upon the availability of funding. In the event that funds do not become available, the Agreement may be terminated, with a 30-day written notice to the Service Provider by the City. In such an event, the City shall incur no penalty or charge.

The Service Provider shall submit a monthly invoice to the Fire Department for each month in which a baseline physical, general fitness assessments, and rehabilitation sessions are conducted according to this Agreement. Invoices shall not be submitted more frequently than once per month. The services are to be provided according to schedule in Exhibit C and Section III. All invoices shall be made in writing and shall specify the number of physicals and assessments conducted. Invoices shall be delivered to the Chief of Fire.

Compensation associated with the initial, 3-year term shall not exceed $3,523,200. Should City exercise the 2-year option; the total amount of payments for this time period shall not exceed $2,348,800. The maximum, aggregated amount of this Agreement shall not exceed $5,872,000.

SECTION IX. INDEPENDENT SERVICE PROVIDER. Nothing herein shall be construed as creating a relationship of employer and employee between the parties hereto. The Service Provider agrees to be responsible for its own acts and omissions and those of its subordinates and employees in the performance of any material services under this Agreement. The Service Provider is an independent Service Provider and nothing contained herein shall constitute or designate the Service Provider or any of his employees as employees of the City. Neither the Service Provider nor his employees shall be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

SECTION X. MEDICAL RECORDS AND CONFIDENTIALITY OF RECORDS. **The Service** Provider recognizes that all information and materials received in connection with this Agreement shall be kept in the strictest confidence. All medical screenings shall be City property for the life of this Agreement. The Service Provider shall keep the records for the life of this Agreement and shall follow the regulations according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all subsequent amendments. The Service Provider shall follow the Business Associate Agreement which attached hereto and incorporated to this Agreement through Exhibit C. Upon termination of this Agreement all records shall be transferred to the City within ten (10) business days of termination at the City's sole expense of such transfer.

SECTION XI. INSPECTIONS & AUDITS. The City shall have the right to perform, or cause to be performed: (1) audits of the books and records of the Company; and (2) inspections of all places where work is undertaken in connection with this Agreement. The Company shall be

required to keep such books and records available for such purpose for at least five (5) years after its performance under this Agreement ceases. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

SECTION XII. OWNERSHIP. All files and documents generated by Company as a result of its activity under this Agreement shall remain at all times the property of the City.

SECTION XIII. INSURANCE REQUIREMENTS. With no intent to limit the Company's liability or the indemnification provisions set forth hereinafter, the Company shall provide and maintain the following insurance in full force and effect at all times during the term of this Agreement and any extensions thereto. The City shall be provided with certificates of insurance evidencing the required insurance prior to the Effective Date of this Agreement and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

A. INSURANCES

1. **Worker's Compensation.** A third-party policy of Workers' Compensation insurance coverage providing Statutory Benefits according to the Workers Compensation Act of the State of Texas and/or any other state or federal law as may be applicable to the work and shall cover all of the persons engaged in the work.

2. **Commercial Liability, Property Damage Liability and Vehicle Liability Insurance.** The Company shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Vehicle Liability Insurance as shall protect the Company and the Company's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from services performed under this Agreement, whether such services be performed by the Company or by anyone directly employed by the Company. The minimum limits of liability and coverage shall be as follows:

a) **<u>Commercial General Liability</u> Personal Injury or Death**
$1,000,000 for each person
$1,000,000 in the aggregate

Property Damage
$1,000,000 for each occurrence
$1,000,000 in the aggregate

b) **<u>Vehicle Liability</u> Combined Single Limit**
$1,000,000 per accident

B. PROFESSIONAL MEDICAL MALPRACTICE LIABILITY INSURANCE. The Company shall procure and maintain, at the Company's sole expense, Professional Medical Malpractice Liability Insurance for the benefit of the City to cover the professional medical malpractice of the Company, its principals or officers, agents or employees in

the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS ($1,000,000) on a claims made basis.

C. **FORM OF POLICIES.** The insurance required herein may be in one or more policies of insurance, the form of which must be approved by the City's Risk Manager.

D. **ISSUERS OF POLICIES.** The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible, reputable, and have financial capability consistent with the risks covered. Each issuer shall be subject to approval by the City's Risk Manager in his sole discretion as to conformance with these requirements.

E. **INSURED PARTIES**. Each policy, except those for Workers' Compensation, Professional Medical Malpractice, and Employer's Liability, must name the City of El Paso (and their elected and appointed officials, officers, agents and employees) as Additional Insured parties on the original policy and all renewals or replacements during the term of this Agreement.

F. **MATERIAL CHANGE IN POLICY(IES).** Prior to any material change in any policy required herein, the City will be given sixty (60) days advance written notice by registered mail. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed twenty-five percent (25%) of the aggregate limits.

H. **CANCELLATION.** Each policy must expressly state that it may not be canceled or non-renewed unless sixty (60) days advance notice of cancellation or intent not to renew is given in writing to the City's Purchasing Director by the insurance company. The Company shall also give written notice to the City's Purchasing Director within fifteen (15) days of the date upon which total claims by any party against the Company reduce the aggregate amount of coverage below the amounts required by this Agreement.

I. **DELIVERY OF POLICIES.** The originals of all policies referred to above, or copies thereof certified by the agent or attorney-in-fact issuing them together with written proof that the premiums have been paid, shall be deposited by the Company with the City's Purchasing Director prior to beginning work under this Agreement, and thereafter before the beginning of each subsequent year of the term of this Agreement. Notices and Certificates required by this clause shall be provided to:

City of El Paso
Purchasing and Strategic Sourcing
Department Attn: Purchasing Director
300 N. Campbell
El Paso, Texas 79901

Notwithstanding the termination notice provisions in this Agreement, the failure of the Company to provide the City's Purchasing Director with the above proof of insurance prior to beginning work and thereafter prior to the beginning of each year of the term of

this Agreement, shall constitute a default on the part of the Company entitling the City, upon three (3) days written notice to the Company to terminate this Agreement. This default provision shall also apply to the proof of insurance requirements under circumstances where a policy is canceled or expires during a given year of the Agreement. Notwithstanding the proof of insurance requirements set forth above, it is the intention of the parties hereto that the Company, throughout the term of this Agreement, continuously and without interruption, maintain in force the required insurance coverage set forth above. Failure of the Company to comply with this requirement shall constitute a default of the Company allowing the City, at its option, to terminate this Agreement as referenced above.

SECTION XIV. INDEMNIFICATION. THE COMPANY OR ITS INSURER SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS ELECTED OFFICIALS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY OR COLLECTIVE, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH OF PROPERTY DAMAGE, MADE UPON THE CITY DIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO THE COMPANY'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACT OR OMISSION BY THE COMPANY, ITS AGENTS, EMPLOYEES OR SUBCONTRACTORS WHILE IN THE EXERCISE OF PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL, WITHOUT HOWEVER, WAIVING AND GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY PERSON OR ENTITY. WITHOUT MODIFYING THE CONDITIONS OF PRESERVING, ASSERTING, OR ENFORCING ANY LEGAL LIABILITY AGAINST THE CITY AS REQUIRED BY THE CITY CHARTER OR ANY LAW, THE CITY WILL PROMPTLY FORWARD TO THE COMPANY EVERY DEMAND, NOTICE, SUMMONS OR OTHER PROCESS RECEIVED BY THE CITY IN ANY CLAIM OR LEGAL PROCEEDING CONTEMPLATED HEREIN. IN ADDITION, THE COMPANY SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY OR THE COMPANY KNOWN TO THE COMPANY RELATED TO OR ARISING OUT OF THE COMPANY'S ACTIVITIES UNDER THIS AGREEMENT. THE COMPANY WILL: 1) INVESTIGATE OR CAUSE THE INVESTIGATION OF ACCIDENTS OR OCCURRENCES INVOLVING SUCH INJURIES OR DAMAGES; 2) NEGOTIATE OR CAUSE TO BE NEGOTIATED THE CLAIM AS THE COMPANY MAY DEEM EXPEDIENT; AND 3) DEFEND OR CAUSE TO BE DEFENDED ON BEHALF OF THE CITY ALL SUITS FOR DAMAGES, BROUGHT BECAUSE OF SUCH INJURIES OR DAMAGES RELATED TO OR ARISING OUT OF THE COMPANY'S ACTIVITIES UNDER THIS AGREEMENT. THE CITY, AT ITS ELECTION WILL HAVE THE RIGHT TO PARTICIPATE IN ANY SUCH NEGOTIATIONS OR LEGAL PROCEEDINGS TO THE EXTENT OF ITS INTEREST WITHOUT RELIEVING COMPANY OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH. THE CITY WILL NOT BE RESPONSIBLE FOR ANY LOSS OF OR DAMAGE TO THE COMPANY'S PROPERTY FROM ANY CAUSE.

SECTION XV. TERMINATION OF AGREEMENT. This Agreement may be terminated under any one of the following circumstances:

A. TERMINATION FOR CONVENIENCE: This Agreement may be terminated by City for convenience upon written notice, provided such notice specifies an effective date for cancellation of not less than thirty (30) calendar days from the date such notice is received. It is also understood and agreed that upon such notice of termination, the Company shall cease all services under this Agreement. Upon such termination, the Company shall provide a final invoice for all work completed prior to the City's notice of termination. The City shall compensate the Company in accordance with this Agreement; however, the City may withhold any payment to the Company for the purpose of set off until such time as the exact amount of damages due the City from the Company is determined. Nothing contained herein, or elsewhere in this Agreement, shall require the City to pay for any work which is unsatisfactory, incomplete or not in compliance with the terms of this Agreement and its attachments.

B. TERMINATION FOR DEFAULT: It is further understood and agreed by the Company and the City that either party may terminate this Agreement for cause. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate after thirty (30) consecutive calendar days, enumerating the failures for which the termination is being sought; b) a minimum of fifteen (15) consecutive calendar days to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination.

However, the City retains the right to immediately terminate this Agreement for default if the Company fails to maintain its licenses, certifications and other standards required to be a qualified Company pursuant and the laws of the State of Texas or violates any local, state or federal laws. In the event of termination by the City pursuant to this subsection, the City may withhold payments to the Company for the purpose of set off until such time as the exact amount of damages due the City from the Company is determined.

SECTION XVI. GENERAL PROVISIONS.

A. TIME IS OF THE ESSENCE. The Company understands and agrees that time is of the essence for all services and deliverables requested herein and that all tasks of this Agreement are to be completed as expeditiously as possible.

B. ADVERTISING. Neither party will advertise or publish, without the other party's consent, the fact that the City has entered into this contract, except to comply with proper requests for information from an authorized representative of the federal, state, or local government.

C. SUCCESSOR AND ASSIGNS. The Company shall not assign or attempt to convey an interest in this Agreement without the prior written consent of the City. This Agreement shall be terminable, at the discretion of the City, without notice to the Company if the Company shall attempt to assign without prior written consent.

D. VENUE. For purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and

shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

E. LEGAL CONSTRUCTION. Every provision of this Agreement is severable, and if any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement. Where the context of the Agreement require, the singular shall include the plural and the masculine gender shall include feminine. Any reference to the City Manager in this Agreement shall mean the City Manager of the City of El Paso or his designee.

F. COMPLIANCE WITH LAW. The Company shall comply with all Federal, State and local laws and ordinances applicable to the work contemplated herein.

G. NOTICE. Any notice, demand, request, consent or approval that either party may or is required to provide to the other party be in writing and either personally delivered or sent via certified mail, return receipt requested, postage prepaid, to the following addresses:

CITY:	City of El Paso Attn: City Manager P.O. Box 1890 El Paso, Texas 79950-1890
With Copy to:	City of El Paso Attn: Fire Chief 416 N. Stanton, Suite 200 El Paso, TX 79901-1242
COMPANY:	Occupational Health Centers of the Southwest, P.A. dba Concentra Medical Centers Attn: Bianca Barrett 6320 Gateway East El Paso, TX 79905 legalcontracts@concentra.com

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

H. FORCE MAJEURE. The Company shall not be responsible or liable for any loss, damages or delay caused by force majeure which is beyond the control of the parties to this Agreement, including but not limited to riot, insurrection, embargo, fire or explosion, the elements, acts of nature, epidemic, war, earthquake, flood or the official act of any government.

I. COMPLETE AGREEMENT. This Agreement constitutes and expresses the entire agreement between the parties hereto in reference to the services described in this Agreement for the City, and

in reference to any of the matters or things herein provided for, or hereinbefore discussed or

mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

IN WITNESS WHEREOF the parties hereto have executed this Agreement in El Paso, Texas effective as of the first date appearing heretofore.

[*Signature page to follow]*

STATE OF TEXAS)
)
COUNTY OF EL PASO)

PROFESSIONAL SERVICE AGREEMENT FOR BASELINE PHYSICAL EXAMS FOR FIREFIGHTERS FOR THE FIRE DEPARTMENT

IN WITNESS WHEREOF, the parties have hereunto set their hands this___day of _____, 2023.

CITY:
CITY OF EL PASO:

_____
Tomás González City Manager

APPROVED AS TO FORM:

Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

K. Nicole Cote, Managing Director
Purchasing & Strategic Sourcing

APPROVED AS TO CONTENT:

Jonathan Killings, Fire Chief
El Paso Fire Department

COMPANY:
Occupational Health Centers of the Southwest, P.A. dba Concentra Medical Centers

By: DocuSigned by: Robert G. Hassett, DO, MPH 6D1189CF35924C5...

Name: Robert G. Hassett, DO, MPH

Title: President, Treasurer & Corporate Secretary

EXHIBIT A

EXHIBIT B

Purchasing & Strategic Sourcing

MAYOR
Oscar Leeser

CITY COUNCIL

District 1
Brian Kennedy

District 2
Alexsandra Annello

District 3
Cassandra Hernandez

District 4
Joe Molinar

District 5
Isabel Salcido

District 6
Art Fierro

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Henry Rivera

District 8
Chris Canales

CITY MANAGER
Tommy Gonzalez

ELECTRONIC SUBMITTAL

April 27, 2023

Occupational Health Centers of the Southwest, P.A. dba Concentra Medical Centers Attn: Gary Beck
6320 Gateway East
El Paso, TX 79905

RE: Negotiation Letter – 2023-0259R Physical Examinations for Firefighters

Dear Mr. Beck,

The City of El Paso has evaluated the proposal that your company submitted in response to RFQ Number 2023-0259R Physical Examinations for Firefighters. It is my pleasure to inform you that, after the evaluation of proposals, we have selected Occupational Health Centers of the Southwest, P.A. dba Concentra Medical Centers, as the offeror to proceed to the "Negotiation Letter" phase of the contractor selection process.

Therefore, in accordance with Attribute 17 Evaluation and Award Process, Item #7 of the RFQ, we invite you to submit a Proposal Cost to the City of El Paso. Specific lists of requested items are shown on the following page. You must submit the Proposal Cost to the City of El Paso by e-mail or facsimile, on or before Friday April 28, 2023 by 5:00 p.m. MST to be considered for selection for the award of the contract.

This letter is an invitation to participate further in the RFQ process. This letter is intended to be a binding commitment to contract with your company, and the City of El Paso will be obligated in any manner until the City Council takes formal action to award a contract. Accordingly, all activities in furtherance of this process, including your compliance with the conditions set forth in this letter, are considered to be at your sole cost. Sincerely,

K. Nicole Cote
Managing Director, Purchasing & Strategic Sourcing

cc: Jesus E. Garcia, Fire Department
Bid File

(RNE:KNC)

MAYOR
Oscar Leeser

CITY COUNCIL

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CITY MANAGER
Tommy Gonzalez

May 17, 2023

RE: Negotiation Letter 2 – 2023-0117R Baseline Physical Examinations for Firefighters

PROPOSAL COST

A. Baseline Screenings and General Assessment Fitness – Level I: Contractor will devise, implement, and operate a program for performing Baseline Screenings and General Assessment for El Paso Firefighters.

ITEM #	TYPE OF SERVICE	ANNUAL ESTIMATED NUMBER OF LAB TESTS (A)	UNIT COST PER TEST (B)	TOTAL ANNUAL COST (A X B = C)
1.	Health Risk Assessment (HRA)	1000	$60	$60,000
2.	Fire Fighter Physical - Analysis of Personal and Family Health History and Lifestyle Risk Factors • Personal & Family Health History Analysis To Include "The Heart Test" ACSM Guidelines with Details and Cost on how Principles will be applied	1000	$75	$75,000
3.	Blood Test • SMAC-20 • SMAC-24 • Lipid Profile • Complete Blood Count (CBC) • CRP	1000	$130	$130,000
4.	Urinalysis (Routine)	1000	$37	$37,000

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Tommy Gonzalez

May 17, 2023

RE: Negotiation Letter 2 – 2023-0117R Baseline Physical Examinations for Firefighters

ITEM #	TYPE OF SERVICE	ANNUAL ESTIMATED NUMBER OF LAB TESTS (A)	UNIT COST PER TEST (B)	TOTAL ANNUAL COST (A X B = C)
5.	Spirometry/Lung/Function Screening (to include Physical Interpretation/ Radiologist's Interpretation) Includes OSHA Questionnaire.	1000	$70	$70,000
6.	Resting Electrocardiogram	1000	$48	$48,000
7.	Hearing Test	1000	$41.50	$41,500
8.	Colorectal Screening (Over 40)	450	$58.50	$26,325
9.	Eye Test	1000	$43	$43,000
10.	Pap Smear Counseling (Females)	15	$0.00	$0.00
	Annual Estimated Total for Part A (Level 1) (Items 1-10)			$530,825

MAYOR
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May 17, 2023

RE: Negotiation Letter 2 – 2023-0117R Baseline Physical Examinations for Firefighters

B. Comprehensive Examinations – Level II the ** on item 5-16 denotes they are to be included in the medical exam by the physician per Item 1.

ITEM #	TYPE OF SERVICE	ANNUAL ESTIMATED NUMBER OF LAB TESTS (A)	UNIT COST PER TEST (B)	TOTAL ANNUAL COST (A X B = C)
1.	Stress test-sub-maximal treadmill stress test (WFI Standard)	450	$225	$101,250
2.	Calcium Deposit	1000	$0.00	$0.00
3.	Blood test (to include PSA over age of 40)	450	$58.50	$26,325
4.	Mammogram counseling for females over 40	8	$0.00	$0.00
5.	Heavy metal blood work (per FD request)	1000	$153	$153,000
6.	TB Testing (T Spot) *** X-Ray Chest 1 view (Annual Chest X-Ray 1 View for TB Testing)***	1000 1000	$157 $59.50	$157,000
7.	**Pulse	1000	$0.00	$0.00
8.	**Respirations	1000	$0.00	$0.00

MAYOR
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Tommy Gonzalez

May 17, 2023

RE: Negotiation Letter 2 – 2023-0117R Baseline Physical Examinations for Firefighters

ITEM #	TYPE OF SERVICE	ANNUAL ESTIMATED NUMBER OF LAB TESTS (A)	UNIT COST PER TEST (B)	TOTAL ANNUAL COST (C)
9.	**Temperatures ears, eyes, nose, mouth, and throat	1000	$0.00	$0.00
10.	**Gastrointestinal system	1000	$0.00	$0.00
11.	**Respiratory System	1000	$0.00	$0.00
12.	**Cardiovascular System	1000	$0.00	$0.00
13.	**Dermatological System	1000	$0.00	$0.00
14.	**Genitourinary System	1000	$0.00	$0.00
15.	**Endocrine And Metabolic System	1000	$0.00	$0.00
16.	**Musculoskeletal System	1000	$0.00	$0.00

MAYOR
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Tommy Gonzalez

May 17, 2023

RE: Negotiation Letter 2 – 2023-0117R Baseline Physical Examinations for Firefighters Page 6 of 8

ITEM #	TYPE OF SERVICE	ANNUAL ESTIMATED NUMBER OF LAB TESTS (A)	UNIT COST PER TEST (B)	TOTAL ANNUAL COST (A X B = C)
17.	**Neurological System	1000	$0.00	$0.00
18.	**Visual Acuity And Peripheral Vision Testing	1000	$0.00	$0.00
	Annual Estimated Total for Part B (Level 2) (Items 1-18) ** (Items 7-18 are included in the Physical - Level 1, #2)** *** Chest X-Ray 1 View for TB as directed by Clinician. Cost is not included in totals.)			$437,575

C. General Fitness Assessment – Level III

ITEM #	TYPE OF SERVICE	ANNUAL ESTIMATED NUMBER OF LAB TESTS (A)	UNIT COST PER TEST (B)	TOTAL ANNUAL COST (A X B = C)
1.	Sub-maximal Exercise test	1000	$50	$50,000
2.	Muscular strength and endurance test • Push-up test • Sit-up test • Flexibility test	1000	$73	$73,000
3.	Individual Exercise Prescription	1000	$83	$83,000

MAYOR
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Tommy Gonzalez

May 17, 2023

RE: Negotiation Letter – 2023-0117R Baseline Physical Examinations for Firefighters

ITEM #	TYPE OF SERVICE	ANNUAL ESTIMATED NUMBER OF LAB TESTS (A)	UNIT COST PER TEST (B)	TOTAL ANNUAL COST (A X B = C)
4.	Body Composition Analysis (BCA)	1000	$0.00	$0.00
	Annual Estimated Sub-total for Part C (Level III) (Items 1-4)			$206,000
	Annual Estimated Total for Part A, B, and C (A+B+C)			$1,174,400

Grand Total for Initial 3 years	$3,523,200

MAYOR
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May 17, 2023

RE: Negotiation Letter 2 – 2023-0117R Baseline Physical Examinations for Firefighters

D. Rehabilitation Services (Section III – Additional Requirements, Item F)

TYPE OF SERVICE	
• Fire department physician who is familiar with job requirements and for fit-for-duty expectations. • Current treatment methods for the most frequent job-related injury or illness for uniformed personnel. • Clinicians familiar with fire service job requirements and fit-for duty expectations. • A transitional duty program. • Periodic re-evaluation prior to returning to full duty. • Personalized exercise prescription that considers job requirements and the individual's past medical history. • Comprehensive injury prevention program **(Provide any additional rehabilitation services offered on a separate sheet)**	
Cost per Session	$156.00

EXHIBIT C

EXHIBIT D

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STATE OF TEXAS)
) **HIPAA BUSINESS ASSOCIATE AGREEMENT**
COUNTY OF EL PASO)

THIS AGREEMENT is entered into on_____, 20 by and between the CITY OF EL PASO, TEXAS ("CITY"), as the Covered Entity, and Occupational Health Centers of the Southwest, P.A. dba Concentra Medical Centers, ("BUSINESS ASSOCIATE") by and through their duly authorized officials, in order to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing protected health information ("PHI") and business associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, as amended from time to time (statute and regulations hereafter collectively referred to as "HIPAA"). Covered Entity and Business Associate may be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, CITY has engaged BUSINESS ASSOCIATE to perform physical examinations and drug screenings on all police academy applicants, Police Department employees considered for reinstatement, and Police Department employees considered for admittance to the Hazardous Devices School; and

WHEREAS, CITY possesses individually identifiable health information that is defined in and protected under HIPAA, and is permitted to use or disclose such information only in accordance with HIPAA; and

WHEREAS, BUSINESS ASSOCIATE may receive such information from CITY, or create and receive such information on behalf of CITY, in order to perform certain of the services or provide certain of the goods, or both; and

WHEREAS, CITY wishes to ensure that BUSINESS ASSOCIATE will appropriately safeguard individually identifiable health information;

NOW THEREFORE, CITY and BUSINESS ASSOCIATE agree as follows:

A. HIPAA Terms

1. **Definitions**. The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear, or as provided in (1)(h) to this Section.

   a. **Agreement** shall refer to this document.

   b. **Business Associate** means Occupational Health Centers of the Southwest, P.A. dba Concentra Medical Centers

c. **HHS Privacy Regulations** shall mean the Code of Federal Regulations ("C.F.R.") at Title 45, Sections 160 and 164, in effect, or as amended.

d. **Individual** shall mean the person who is the subject of the Information, and has the same meaning as the term "individual" is defined in 45 C.F.R. 164.501.

e. **Information** shall mean any "health information" provided and/or made available by the CITY to BUSINESS ASSOCIATE, and has the same meaning as the term "health information" as defined by 45 C.F.R. 160.102.

f. **Parties** shall mean the CITY and BUSINESS ASSOCIATE.

g. **Secretary** shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.

h. **Catch-all definition:** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. Part 160 and 164, in effect, or as amended: breach, data aggregation, designated record set, disclosure, health care operations, protected health information, required by law, subcontractor, and use.

2. **Limits on Use and Disclosure Established by Terms of Agreement.** BUSINESS ASSOCIATE hereby agrees that it shall be prohibited from using or disclosing the Information provided or made available by the CITY for any other purpose other than as expressly permitted or required by this Agreement (ref. 45 C.F.R. 164.504(e)(2)(i).)

3. **Stated Purposes for which BUSINESS ASSOCIATE May Use or Disclose Information.** The Parties hereby agree that BUSINESS ASSOCIATE shall be permitted to use and/or disclose Information provided or made available from CITY for the following stated purposes: To provide public health, research, and related support services (service) to the community of the CITY for the mutual benefit and general welfare of BUSINESS ASSOCIATE and the CITY (ref. 45 C.F.R. 164.504(e)(2)(i); 65 Fed. Reg. 82505.)

4. **Use of Information for Management, Administrative and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to use Information if necessary for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE. (ref. 45 C.F.R. 164.504(e)(4)(i)(A-B)).

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5. **Disclosure of Information for Management, Administration and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to disclose Information received from CITY for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE, provided:

a. The disclosure is required by law; or

b. The BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies the BUSINESS ASSOCIATE of any instance of which it is aware in which the confidentiality of the information has been breached. (ref. 45 C.F.R. 164.504(e)(4)(ii)).

6. **Data Aggregation Services.** BUSINESS ASSOCIATE is also permitted to use or disclose Information to provide data aggregation services, as that term is defined by 45 C.F.R. 164.501, relating to the health care operations of CITY. (ref. 45 C.F.R. 164.504(e)(2)(i)(B)).

B. BUSINESS ASSOCIATE OBLIGATIONS:

a. Limits on Use and Further Disclosure Established by Agreement and Law. BUSINESS ASSOCIATE hereby agrees that the Information provided or made available by the CITY shall not be further used or disclosed other than as permitted or required by the Agreement or as required by federal law. (ref. 45 C.F.R. 164.504(e)(2)(ii)(A)).

b. Appropriate Safeguards. BUSINESS ASSOCIATE will establish and maintain appropriate safeguards to prevent any use or disclosure of the Information, other than as provided for by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(B)).

c. Reports of Improper Use or Disclosure. BUSINESS ASSOCIATE hereby agrees that it shall report to CITY **within two (2) days of discovery** any use or disclosure of Information not provided for or allowed by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(C)).

d. Subcontractors and Agents. BUSINESS ASSOCIATE hereby agrees that any time Information is provided or made available to any subcontractors or agents, BUSINESS ASSOCIATE must enter into a subcontract with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of Information as contained in this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(D)).

(i) 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2). **In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, BUSINESS ASSOCIATE** agrees to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of BUSINESS ASSOCIATE agree in writing to the same restrictions and conditions that apply through this Agreement to BUSINESS

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ASSOCIATE with respect to such Information.

e. **Right of Access to Information.** BUSINESS ASSOCIATE hereby agrees to make available and provide a right of access to Information by an Individual. This right of access shall conform with and meet all of the requirements of Section 181.102 of the Texas Health and Safety Code, requiring that not later than the 15th business day after the date of the receipt of a written request from a person for the person's electronic health record, BUSINESS ASSOCIATE shall provide the requested record to the person in electronic form unless the person agrees to accept the record in another form, and with any further requirements of 45 C.F.R. 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(E)).

f. **Correction of Health Information by Individuals.** BUSINESS ASSOCIATE shall, upon receipt of notice from the CITY, amend or correct protected health information (PHI) in its possession or under its control.

g. **Amendment and Incorporation of Amendments.** BUSINESS ASSOCIATE agrees to make Information available for amendment and to incorporate any amendments to Information in accordance with 45 C.F.R. 164.504(e)(2)(ii)(F)).

h. **Provide Accounting.** BUSINESS ASSOCIATE agrees to make Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(G)).

i. **Access to Books and Records.** BUSINESS ASSOCIATE hereby agrees to make its internal practices, books, and records relating to the use or disclosure of Information received from, or created or received by BUSINESS ASSOCIATE on behalf of the CITY, available to the Secretary or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations. (ref. 45 C.F.R. 164.504(e)(2)(ii)(H)).

j. **Return or Destruction of Information.** At the termination of this Agreement, BUSINESS ASSOCIATE hereby agrees to adhere to Section B.3. of this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(I)).

k. **Mitigation Procedures.** BUSINESS ASSOCIATE agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of Information in a manner contrary to this Agreement or the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(f)).

l. **Sanction Procedures.** BUSINESS ASSOCIATE agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement of the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(e)(1)).

m. **Subpart E of 45 C.F.R. Part 164.** To the extent BUSINESS ASSOCIATE is to carry out

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one or more of CITY'S obligations under Subpart E of 45 C.F.R. Part 164, BUSINESS ASSOCIATE shall comply with the requirements of Subpart E that apply to CITY in the performance of such obligation(s).

n. **Prohibition against the Sale of Protected Health Information.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.153, and any amendments of that section.

o. **Notice and Authorization Required for Electronic Disclosure of** PHI. The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.154, and any amendments of that section, regarding the requirement of providing notice to an Individual for whom the BUSINESS ASSOCIATE creates or receives protected health information if the Individual's PHI is subject to electronic disclosure.

p. **State Law on Medical Records Privacy.** The BUSINESS ASSOCIATE shall abide by the requirements set forth in Texas Health and Safety Code Section 181.001 et. seq., and any amendments of that chapter.

q. **Property Rights.** The Information shall be and remain the property of the CITY. BUSINESS ASSOCIATE agrees that it acquires no title or rights to the Information, including any de-identified Information, as a result of this Agreement.

r. **Modifications**. The CITY and BUSINESS ASSOCIATE agree to modify this Business Associate Agreement, in order to comply with Administrative Simplification requirements of HIPAA, as set forth in Title 45, Parts 160 and 164, (Subparts A and E the "Privacy Rule" and Subparts A and C the "Security Rule") of the Code of Federal Regulations.

s. **Automatic Amendment**. Upon the effective date of any amendment to the regulations promulgated by HHS with respect to PHI, this Business Associate Agreement shall automatically amend such that the obligations imposed on BUSINESS ASSOCIATE as a Business Associate remain in compliance with such regulations.

C. Term and Termination

a. **Term.** The Term of this Agreement shall be effective as of the date this Agreement is executed and shall remain in effect for the same term as the Professional Service Agreement with Occupational Health Centers of the Southwest, P.A. dba Concentra Medical Centers for services for the fire department or shall terminate on the date covered entity terminates for cause as authorized in paragraph (B.2.) of this Section, whichever is sooner.

b. **Termination for Cause**. Upon the CITY's knowledge of a material breach by BUSINESS ASSOCIATE, the CITY shall:

i. Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation, and terminate if BUSINESS ASSOCIATE does not cure the breach

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or end the violation within the time specified by the CITY.

ii. Immediately terminate the Business Associate Agreement if BUSINESS ASSOCIATE has breached a material term of this Business Associate Agreement and cure is not possible.

iii. Notify the Secretary of HHS if termination is not possible.

c. Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, BUSINES ASSOCIATE, with respect to protected health information received from CITY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of CITY, shall:

i. Retain only that protected health information which is necessary for BUSINESS ASSOCIATE to continue its proper management and administration or to carry out its legal responsibilities;

ii. Return to CITY, or, if agreed to by CITY, destroy, the remaining protected health information that the BUSINESS ASSOCIATE still maintains in any form and BUSINESS ASSOCIATE shall certify to the CITY that the Information has been destroyed;

iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as BUSINESS ASSOCIATE retains the protected health information;

iv. Not use or disclose the protected health information retained by BUSINESS ASSOCIATE other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section 1.e and 1.f above, which applied prior to termination; and

v. Return to CITY or, if agreed to by CITY, destroy, the protected health information retained by BUSINESS ASSOCIATE when it is no longer needed by BUSINESS ASSOCIATE for its proper management and administration or to carry out its legal responsibilities.

d. Survival. The obligations of BUSINESS ASSOCIATE under this Section shall survive the termination of this Agreement.

e. Remedies. If CITY determines that BUSINESS ASSOCIATE has breached or violated a material term of this Agreement, CITY may, at its option, pursue any and all of the following remedies:

i. Exercise any of its rights of access and inspection under Section A.7.e. of this Agreement;

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Take any other reasonable steps that CITY, in its sole discretion, shall deem necessary to cure such breach or end such violation; and/or

ii. Terminate this Agreement immediately.

f. Injunction. CITY and BUSINESS ASSOCIATE agree that any violation of the provisions of this Agreement may cause irreparable harm to CITY. Accordingly, in addition to any other remedies available to CITY at law, in equity, or under this Agreement, in the event of any violation by BUSINESS ASSOCIATE of any of the provisions of this Agreement, or any explicit threat thereof, CITY shall be entitled to an injunction or other decree of specific performance with respect to such violation or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages. The parties' respective rights and obligations under this Section C.4. shall survive termination of the Agreement.

g. Indemnification. To the extent allowed and not otherwise prohibited by Texas law, BUSINESS ASSOCIATE shall indemnify, hold harmless and defend CITY from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the acts or omissions of BUSINESS ASSOCIATE in connection with the representations, duties and obligations of BUSINESS ASSOCIATE under this Agreement. The parties' respective rights and obligations under this Section 5 shall survive termination of the Agreement.

D. Miscellaneous

1. Regulatory References. A reference in this Agreement to a HIPAA section means the section as in effect or as amended.

2. Amendment. CITY and BUSINESS ASSOCIATE agree that amendment of this Agreement may be required to ensure that CITY and BUSINESS ASSOCIATE comply with changes in state and federal laws and regulations relating to the privacy, security, and confidentiality of protected health information. CITY may terminate this Agreement upon 60 days written notice in the event that BUSINESS ASSOCIATE does not promptly enter into an amendment that CITY, in its sole discretion, deems sufficient to ensure that CITY will be able to comply with such laws and regulations. This Agreement may not otherwise be amended except by written agreement between the parties and signed by duly authorized representatives of both parties.

3. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

4. Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

CITY: City of El Paso
Attn: City Manager
P.O. Box 1890
El Paso, Texas 79950-1890

With Copy to: City of El
Paso Attn:
Fire Chief
416 N. Stanton, Suite
200 El Paso, TX 79901-
1242

BUSINESS ASSOCIATE: Occupational Health Centers of the Southwest, P.A.
dba Concentra Medical Centers
Attn: Bianca Barrett
6320 Gateway East
El Paso, TX 79905

5. **Non-Waiver.** No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.

6. **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

7. **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its principles of conflict of laws, with venue in El Paso County, Texas.

8. **Compliance with Laws.** BUSINESS ASSOCIATE agrees that its obligations pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, BUSINESS ASSOCIATE reserves the right to notify CITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.

9. **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

10. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than CITY and BUSINESS ASSOCIATE, and their respective successors and assigns, any rights, obligations, remedies or liabilities.

11. Entire Agreement; Counterparts. This Agreement constitutes the entire Agreement between CITY and BUSINESS ASSOCIATE regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.

(S*ignatures follow on next page)*

STATE OF TEXAS)
)
COUNTY OF EL PASO)

HIPAA BUSINESS ASSOCIATE AGREEMENT

Signature Page

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the_____day of_____, 20__.

CITY:

_____
Tomás González City Manager

APPROVED AS TO FORM:

Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Jonathan Killings, Fire Chief
El Paso Fire Department

BUSINESS ASSOCIATE:
Occupational Health Centers of the Southwest, P.A.
dba Concentra Medical Centers

By: DocuSigned by: Robert G. Hassett, DO, MPH 6D1189CF35924C5...

Name: Robert G. Hassett, DO, MPH

Title: President, Treasurer & Corporate Secretary

File #: 23-854, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Capital Improvement Department, Yvette Hernandez, (915) 212-1845

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

The linkage to the Strategic Plan is Subsection 3.1 - Improve the Visual Impression of the Community.

Award Summary:

Discussion and action on the award of Solicitation No. 2023-0295R Comprehensive Plan Update 2023 to CallisonRTKL, Inc., for an initial term of two (2) years, the award also includes a one (1) year option. The total amount of the contract is, including the initial term plus the option for a total of three (3) years, for an estimated amount of $1,499,618.00. This contract will allow for the update of the City's Comprehensive Plan, Plan El Paso, adopted in 2012.

Contract Variance:

Not Applicable

Department:	Capital Improvement
Vendor:	CallisonRTKL, Inc. Washington, DC
Item(s):	All
Initial Term	2 years
Option to Extend:	1 year
Total Estimated Award:	$1,499,618.00
Account No.:	2020 CIP
Funding Source:	190-4746-38290-580280-PCP20PLANDOCS
District(s):	All

This is a Request for Proposal.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to CallisonRTKL, Inc. the highest ranked offeror based on the evaluation factors established for this procurement. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: June 20, 2023
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Yvette Hernandez, City Engineer, Capital Improvement (915) 212-1845
K. Nicole Cote, Managing Director, Purchasing & Strategic Sourcing (915) 212-1092
DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 3. Promote the Visual Image of El Paso

SUBGOAL: 3.1 Improve the visual impression of the community.

SUBJECT:
Discussion and action on the award of Solicitation No.2023-0295R Comprehensive Plan Update 2023 to CallisonRTKL, Inc., for an initial term of two (2) years, the award also includes a one (1) year option. The total amount of the contract is, including the initial term plus the option for a total of three (3) years, for an estimated amount of $1,499,618.00.

BACKGROUND / DISCUSSION:
Update to the City's comprehensive plan. "Plan El Paso" was adopted in 2012 and set a 25-year horizon for implementation. 10 years post adoption the City seeks to update the plan to reflect significant changes in land use, growth, development trends, Texas legislative changes, and demographic changes in El Paso and the surrounding communities. The scope of work includes the following tasks: 1) Project Management, 2) Public Outreach and Engagement, 3) Reconnaissance and Visioning, 4) Comprehensive Update to Plan El Paso, 5) Realign Project Goals and Policies with an Equity Lens, 6) Project List and Recommendations, and 7) Final Documents and Implementation.

SELECTION SUMMARY:
Solicitation was advertised on December 20, 2022 and December 27, 2022. The solicitation was posted on City website on December 20, 2022. The email (Purmail) notification was sent out on December 20, 2022. There were a total of twenty-nine (29) viewers online; four (4) proposals were received; none from local suppliers.

CONTRACT VARIANCE:
Not Applicable

PROTEST
No protest received for this requirement.

PRIOR COUNCIL ACTION:
Not Applicable

AMOUNT AND SOURCE OF FUNDING:
Amount: 1,499,618.00
Funding Source: 2020 CIP
Account: 190-4746-38290-580280-PCP20PLANDOCS

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Capital Improvement
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

********************REQUIRED AUTHORIZATION*********************

DEPARTMENT HEAD:

Yvette Hernandez

Yvette Hernandez – City Engineer

COUNCIL PROJECT FORM
(RFP)

**********POSTING LANGUAGE BELOW**********

Please place the following item on the **REGULAR** agenda for the Council Meeting of **June 20, 2023.**

Strategic Goal 3: Promote the Visual Image of El Paso

The linkage to the strategic plan is subsection 3.1 – Improve the visual impression of the community

Award Summary:

Discussion and action on the award of Solicitation No.2023-0295R Comprehensive Plan Update 2023 to CallisonRTKL, Inc., for an initial term of two (2) years, the award also includes a one (1) year option. The total amount of the contract is, including the initial term plus the option for a total of three (3) years, for an estimated amount of $1,499,618.00. This contract will allow for the update of the City's comprehensive plan, Plan El Paso, adopted in 2012.

Contract Variance:

Not Applicable

Department:	Capital Improvement
Vendor:	CallisonRTKL, Inc. Washington, DC
Item(s):	All
Initial Term	2 years
Option to Extend:	1 year
Total Estimated Award:	$1,499,618.00
Account No.:	2020 CIP
Funding Source:	190-4746-38290-580280-PCP20PLANDOCS
District(s):	All

This is an Request for Proposal.

The Purchasing & Strategic Sourcing and Capital Improvement recommend award as indicated to CallisonRTKL, Inc. the highest ranked offeror based on the evaluation factors established for this procurement. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

**********ADDITIONAL INFO BELOW**********

Request for Proposals - BAFO

PROJECT: 2023-0295R Comprehensive Plan Update 2023

	MAX POINTS	CallisonRTKL, Inc.	HDR Architecture, Inc.	Stantec Consulting Services, Inc.
Factor A - Price	10	8.67	10.00	9.29
Factor B - Experience	20	16.00	14.50	15.25
Factor C - Personnel Qualifications & Experience	20	14.63	16.75	14.13
Factor D - Public Outreach and Engagement Methodology	20	15.50	16.50	15.50
Factor E - Project Approach	20	18.00	16.00	16.25
Factor F - Sample Comprehensive Work Plan	5	4.75	3.38	3.75
Factor G - Reference	5	1.67	1.67	1.43
Totals	100	79.22	78.80	75.60

CITY OF EL PASO
REQUEST FOR PROPOSALS TABULATION FORM

Solicitation Title: Comprehensive Plan Update 2023 **Solicitation #: 2023-0295R**

Due Date: January 25, 2023 **Department: Capital Improvement**

BIDDER'S NAME:	LOCATION:	AMENDMENT(S) ACKNOWLEDGED:
CallisonRTKL, Inc.	Washington, DC	Yes
DPZ CoDesign, LLC	Miami, FL	Yes
HDR Architecture, Inc.	Omaha, NE	Yes
Stantec Architecture, Inc.	Plano, TX	Yes

RFPs SOLICITED: 520 LOCAL RFPs SOLICITED: 171 RFPs RECEIVED: 4 LOCAL RFPs RECEIVED: 0 NO BIDS: 3

NOTE: The information contained in this RFP tabulation is for information only and does not constitute actual award/execution of contract.

1008

roved:___/s/_____
e:__2/6/2023____

2023-0295R Comprehensive Plan Update 2023
View List

No.	Participant Name	City	State
1	Wilkinson Pendergras & Associates, LP	El Paso	TX
2	UebelKorp industries	El Paso	TX
3	Advanced Security Contractors, Inc.	EL PASO	TX
4	Brian Wancho Photography	El Paso	TX
5	EMA Engineers	El Paso	TX
6	MACNEILL AND SONS GENERAL CONTRACTORS	EL PASO	TX
7	Moreno Cardenas Inc.	El Paso	TX
8	New Republic Architects (New Republic Design Co)	El Paso	TX
9	Servin, LLC	El Paso	TX
10	Sites Southwest, LLC	El Paso	TX
11	WOFFORD TRUCK PARTS (TE EL PASO,LLC)	EL PASO	TX
17	CallisonRTKL Inc.	Dallas	TX
23	DPZ CoDESIGN, LLC.	Miami	FL
25	HDR Architecture, Inc. (HDR, Inc.)	Omaha	NE
26	Stantec (Stantec Consulting Services, Inc)	Plano	TX
12	Construction Reporter	Albuquerque	NM
13	PlaceMakers, LLC (Susan Mouzon Henderson)	ALBUQUERQUE	NM
14	Souder, Miller & Associates	Albuquerque	NM
15	Acuity International LLC	Cape Canaveral	FL
16	Elwood Staffing Services	Columbus	IN
18	BofA Securities, Inc.	Dallas	TX
19	Continuum Global Solutions LLC (Continuum Government Solutions, LLC,)	Dallas	TX
20	Kimley-Horn and Associates, Inc.	Dallas	TX
21	Alexander Dubose & Jefferson (Alexander Dubose & Jefferson LLP)	Houston	TX
22	Senture, LLC	London	KY
24	Veoci Inc.	New Haven	CT
27	Halff Associates, Inc.	Richardson	TX
28	Ralph Andersen & Associates	Rocklin	CA
29	RANCO Response LLC	StatesBoro	GA



Comprehensive Plan Update

Solicitation No. 2023-0295R

JUNE 20, 2023

1010

2 2022 Strategic Plan:

SAFE + BEAUTIFUL NEIGHBORHOODS

GOALS 2·7·8

07 GOAL

ENHANCE AND SUSTAIN EL PASO'S INFRASTRUCTURE NETWORK

7.5

Set one standard for infrastructure across the city

Complete Comprehensive Master Plan update

25 BY 2025 VisionNEXT

25 BY 2025

3

REQUEST FOR PROPOSALS

- Dec. 20 – RFP Issued
- Jan. 25 – 4 Proposals Received
- Feb. 17 – Evaluations Due
- Apr. 6 – Best and Final Offer and Clarification Request
- Apr. 9. Best and Final Offers Received
- May. 8 – CID Award Recommendation to Purchasing & Strategic Sourcing
- May 22 – SBR Presentation
- June 21 – City Council – Contract Award



4 SELECTED CONSULTANT

DESIGN
ENGINEERING
MANAGEMENT



CRTKL TEAM

Project Management – CRTKL
Public Engagement – CRTKL/FM!
Land Use/Economic Analysis – CRTKL/MIG/EPS
Project List & Implementation – CRTKL/MIG

5



SCOPE OF WORK:

6 TASK ITEMS

MANAGEMENT

ENGAGEMENT

IMPLEMENTATION

- **Task 1** – Project Management
- **Task 2** – Public Outreach and Engagement
- **Task 3** – Reconnaissance and Visioning
- **Task 4** – Comprehensive Update To Plan El Paso
- **Task 5** – Realign Project Goals and Policies with an Equity Lens
- **Task 6** – Project List and Recommendations
- **Task 7** – Final Documents and Implementation



7 Task 1 - PROJECT MANAGEMENT

MANAGING
SCHEDULING
COMMUNICATING

- **Project Kickoff**
- **Project Management Plan**
  - Preliminary Schedule
- **Community Engagement Plan**
- **Bi-Weekly Project Meetings**
- **Project Administration**



8 Task 2 - PUBLIC ENGAGEMENT AND OUTREACH

PARTICIPATION
COMMUNITY
OUTREACH

- **In-Person (Project Team & Ambassadors)**
  - 16 Stakeholder/Focus Groups
  - 5 Community Workshops
  - 24 Strategic Advisor/Working Committee
- **In-Person (Ambassador) Tools**
  - 12 Pop-Up And Intercept Events
  - 50 – 1:1 Interviews
  - 20 Neighborhood/Civic Group Meetings
  - 20 Speakouts
- **Online Outreach**
  - Project Portal
  - 2 Online Surveys
  - 16 Stakeholder/Focus Groups
  - 12 Strategic Advisor/Working Committee
- **Adoption Meetings**
  - 6 Updates to CPC and CC Each



9 Task 3 - RECONNAISSANCE AND VISIONING

ZONING
DEVELOPMENT
PATTERNS

- **Policy and Goals Audit**
- Growth Factors and Peer Cities Review
- Demographic Analysis
- Parametric Model Preparation
- **Fiscal Impact Model Preparation**
- Land Suitability Analysis
- **Market Assessment and Readiness Assessment**
- Vision and Goals/Vision Framework Document



10 Task 4- COMPREHENSIVE UPDATE TO PLAN EL PASO

ECONOMIC IMPACT ANALYSIS

FINANCIAL MODEL

TRANSPORTATION

- Alternative Development Scenarios
- Future Land Use Map Update
- **Major Throughfare Plan Update**
- **Infill Policy Recommendations and Implementation**
- Housing Analysis and Strategies
- **Development Pro-Formas**
- **Parks and Recreation**
- Mobility & Transit
- **Economic Development**



11 Task 5 - REALIGN PROJECT GOALS AND POLICIES WITH AN EQUITY LENS

- **Equitable Growth Analysis**
  - Housing
  - Education
  - Accessibility
  - Income
- Realign Plan Goals with Equity Lens
- **Equity Toolkit** for Evaluating Policies and Monitoring Project Deliverables



12 Task 6 - PROJECT LIST AND RECOMMENDATIONS

REGIONAL APPROACH

COMMUNITY PRIORITIES

TARGETED INVESTMENTS

Project List

- 5 Catalyst Projects

Catalysts

- Site Boundaries/Extents
- General Characteristics
- ROM Cost Estimates – Top 3

Regulatory Reconciliation

- Development Code Amendments
- Titles 19, 20, and 21



13 Task 7 - FINAL DOCUMENTS AND IMPLEMENTATION SCHEDULE

PUBLIC REVIEW

STORY MAPS

PLAN ADOPTION

- Administrative Staff Draft Documents
  - Including exhibits
- **Implementation Strategy**
  - Recommended policies, strategies and code amendments
- **ePlan Platform**
  - Web based for mobile to desktop
- **Public Review of Draft Plan**
- Executive Summary Document
- Final Documents

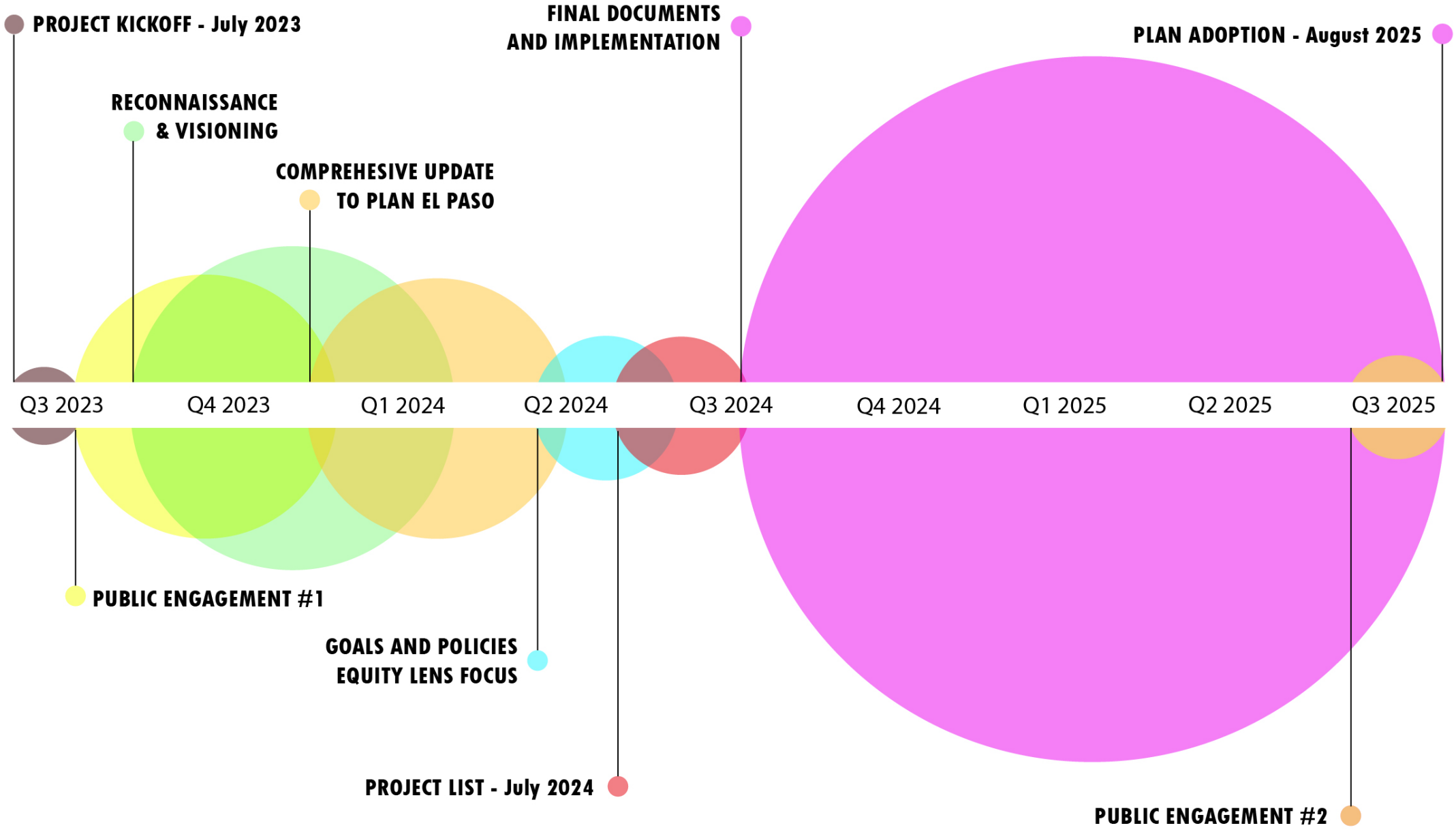


14



PROJECT SCHEDULE & COST:

15 PROJECT SCHEDULE



16 COST OF WORK

Task 1 – Project Management:	$ 163,046
Task 2 – Public Outreach and Engagement:	$ 227,194
Task 3 – Reconnaissance and Visioning:	$ 325,542
Task 4 – Comprehensive Update To Plan El Paso	$ 301,954
Task 5 – Realign Project Goals and Policies with an Equity Lens:	$ 71,306
Task 6 – Project List and Recommendations	$ 58,736
Task 7 – Final Documents and Implementation	$ 249,340
Reimbursable Expenses:	$ 102,500
TOTAL:	$ 1,499,618



17 STAFF RECOMMENDATION:

That the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and CRTKL for the project known as the 2023 Comprehensive Plan Update for an amount not to exceed $1,499,618.00.



QUESTIONS ?

File #: 23-885, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

The linkage to the Strategic Plan is subsection 6.6 - Ensure continued financial stability and accountability through sound financial management, budgeting and reporting.

Award Summary:

Discussion and action on the award of Solicitation 2023-0028R Disparity Study to Keen Independent Research, LLC for a one (1) year term for an estimated amount of $329,940.00. This contract will conduct Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE) and Airport Concession Disadvantaged Business Enterprise (ACDBE) disparity studies.

Contract Variance:

No variance, new contract.

Department:	Purchasing & Strategic Sourcing
Vendor:	Keen Independent Research, LLC
	Denver, CO
Item(s):	All
Term:	1 Year
Total Estimated Award:	$329,940.00
Account No.:	215-522150-4930-16010-P22ROPSDISPSTU
Funding Source:	Capital Projects - Internal
District(s):	All

This is a Request for Proposal, service contract.

The Purchasing & Strategic Sourcing Department recommend award as indicated to Keen Independent

Research, LLC the highest ranked proposer based on evaluation factors established for this procurement.

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: June 20, 2023

PUBLIC HEARING DATE: NA

CONTACT PERSON(S) NAME AND PHONE NUMBER:
K. Nicole Cote, Managing Director, Purchasing & Strategic Sourcing, (915) 212-1092

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 6 – Set the Standard for Sound Governance and Fiscal Management

SUBGOAL: 6.6 Ensure continued financial stability and accountability through sound financial management, budgeting and reporting

SUBJECT:
Discussion and action on the award of solicitation 2023-0028R Disparity Study to Keen Independent Research LLC for a one (1) year term for an estimated amount of $329,940.00. This contract will conduct Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Disadvantaged Business Enterprise (DBE) and Airport Concession Disadvantaged Business Enterprise (ACDBE) disparity studies.

BACKGROUND / DISCUSSION:
This contract is to assess the level of MBE/WBE/DBE/ACDBE participation to adequately address or reassess goals in light of changing market conditions in its current practice of procurement of goods and services.

SELECTION SUMMARY:
Solicitation was advertised on November 1, 2022 and November 8, 2022. The solicitation was posted on City website on November 1, 2022. There were a total of eighteen (18) viewers online; six (6) proposals were received, one (1) being a local vendor.

CONTRACT VARIANCE:
No variance, new contract.

PROTEST
No protest received for this requirement.

PRIOR COUNCIL ACTION:
NA

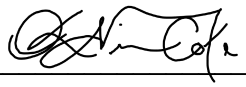
AMOUNT AND SOURCE OF FUNDING:
Amount: $329,940.00
Funding Source: 215 – 522150 – 4930 – 16010 – P22ROPSDISPSTU
Account: Capital Projects - Internal

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X__ YES ___NO

PRIMARY DEPARTMENT: Purchasing & Strategic Sourcing
SECONDARY DEPARTMENT: NA

********************REQUIRED AUTHORIZATION*********************

DEPARTMENT HEAD:



K. Nicole Cote, Managing Director

PROJECT FORM
(RFP)

****

Please place the following item on the **REGULAR** agenda for the Council Meeting of **June 20, 2023**.

STRATEGIC GOAL 6 – Set the Standard for Sound Governance and Fiscal Management

The linkage to the Strategic Plan is subsection 6.6 – Ensure continued financial stability and accountability through sound financial management, budgeting and reporting

Award Summary:

Discussion and action on the award of solicitation 2023-0028R Disparity Study to Keen Independent Research, LLC for a one (1) year term for an estimated amount of $329,940.00. This contract will conduct Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Disadvantaged Business Enterprise (DBE) and Airport Concession Disadvantaged Business Enterprise (ACDBE) disparity studies.

Contract Variance:

No variance, new contract.

Department:	Purchasing & Strategic Sourcing
Vendor:	Keen Independent Research, LLC Denver, CO
Item(s):	All
Term:	1 Year
Total Estimated Award:	$329,940.00
Account No.:	215 – 522150 – 4930 – 16010 – P22ROPSDISPSTU
Funding Source:	Capital Projects - Internal
District(s):	All

This is a Request for Proposal, service contract.

The Purchasing & Strategic Sourcing Department recommend award as indicated to Keen Independent Research, LLC the highest ranked proposer based on evaluation factors established for this procurement.

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

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Committee Scoresheet

CITY OF EL PASO RFP SCORESHEET

PROJECT: 2023-0028R Disparity Study

Evaluation of Submittal

	MAX POINTS	Keen Independent Research LLC Denver, CO	Griffin &Strong, P.C. Atlanta, GA	MGT of America, LLC dba MGT of America Consulting, LLC Tampa, FL	Miller3 Consulting, Inc. Atlanta, GA	Mason Tillman Associates, Ltd. Oakland, CA	Carlos Gonzalez-Rivera dba UebelKorp Industries LLC El Paso, TX
Factor A - Proposal Cost							
	35	$ 329,940.00	$ 380,348.00	$ 416,436.38	$ 401,025.00	$ 650,000.00	$ 312,750.40
		33.18	28.78	26.29	27.30	16.84	35.00
Factor B - Experience – Comparable Contracts							
	15	14.60	14.00	13.80	11.00	14.00	0.00
Factor C - References							
	10	10.00	6.67	10.00	3.33	10.00	0.00
Factor D - Personnel Experience and Qualifications							
	25	22.00	21.20	19.00	23.00	23.60	0.40
Factor E - Proposed Methodology							
	15	13.20	13.80	11.80	14.00	13.40	1.80
TOTAL SCORE	100	92.98	84.45	80.88	78.63	77.84	37.20
Rank		1	2	3	4	5	6

CITY OF EL PASO
REQUEST FOR PROPOSALS TABULATION FORM

Bid Opening Date: December 14, 2022 **Solicitation #: 2023-0028R**

Project Name: Disparity Study **Department: Purchasing & Strategic Sourcing**

VENDOR'S NAME:	LOCATION:	AMENDMENT(S) ACKNOWLEDGED:
Griffin & Strong, P.C.	Atlanta, GA	Yes
Keen Independent Research LLC	Denver, CO	Yes
Mason Tillman Associates, Ltd.	Oakland, CA	Yes
MGT of America, LLC dba MGT of America Consulting, LLC	Tampla, FL	Yes
Miller3 Consulting, Inc.	Atlanta, GA	Yes
Carlos Gonzalez-Rivera dba UebelKorp Industries, LLC.	El Paso, TX	Yes

RFPs SOLICITED: 339 LOCAL RFPs SOLICITED: 115 RFPs RECEIVED: 6 LOCAL RFPs RECEIVED: 1 NO BIDS: 4

NOTE: The information contained in this RFP tabulation is for information only and does not constitute actual award/execution of contract.

Approved: /s/
Date: 12/20/2022

2023-0028R Disparity Study
Viewers List

	Participant Name	Response Status	City	State
1	Griffin & Strong, P.C.	Submitted	Atlanta	GA
2	Miller3 Consulting, Inc	Submitted	Atlanta	GA
3	Lakeshore Learning Materials, LLC	No Bid	Carson	CA
4	Eaton Corporation	No Bid	Chicago	IL
5	UebelKorp industries	Submitted	El Paso	TX
6	The Outsource Connection, Inc	No Bid	El Paso	TX
7	WOFFORD TRUCK PARTS (TE EL PASO,LLC)	No Bid	EL PASO	TX
8	CultureSpan Marketing (The Laster Group, Inc.)	Viewed	El Paso	TX
9	In*situ Architecture	Viewed	El Paso	TX
10	Moreno Cardenas Inc.	Viewed	El Paso	TX
11	Servin, LLC	Viewed	El Paso	TX
12	Superior Elevator Inspections & Consulting (Superior Elevator Inspections, LLC)	Viewed	FENTON	MO
13	Deltek	Viewed	Herndon	VA
14	Mason Tillman Associates, Ltd.	Submitted	Oakland	CA
15	Keen Independent Research LLC	Submitted	Phoenix	AZ
16	Colette Holt & Associates (Colette Holt)	Viewed	San Antonio	TX
17	Endeavors (Family Endeavors, Inc)	Viewed	San Antonio	TX
18	MGT of America, LLC	Submitted	Tampa	FL



Disparity Study

City Council June 20, 2023

Focus on Inclusive Procurement

Accelerator Program established the Roadmap:

1.) Identify and develop the infrastructure needed to establish a certification program

2.) Ensure requirements in the bidding process are well understood to support a sustainable and respectful bidding environment for small, medium, large, and local businesses.

First Step…

Disparity Study will analyze whether a disparity exists between the number of available Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Disadvantaged Business Enterprise (DBE) and Airport Concession Disadvantaged Business Enterprise (ACDBE) disparity studies-owned businesses' in the City's geographic and product markets and the number being utilized on City contracts.

Disparity Study

- Progress reports based upon completion of milestones, including, when appropriate, progress of deliverables, summaries of meetings, analyses and assessments in progress or completed, and upcoming items.
- A draft of the Contractor's final report for review and comment by the City, and a final version of all relevant reports, including, but not necessarily limited to, an executive summary, an overview of relevant case law, the Disparity Study with detailed discussion of the Contractor's methodology and analysis, and recommendations based on Contractor's findings.
- A final report revised based on feedback by the City on the draft report, on the Disparity Study, including an executive summary, an overview of relevant case law, the Disparity Study with detailed discussion of the of the Contractor's methodology and analysis, and recommendations based on Contractor's findings. The final report shall be written in clear and concise language using consistent terms; easy to understand; organized in a logical manner; fully illustrated with relevant examples; and consistent with widely accepted methodology.
- The final report and all data and records developed in conjunction with the final report and Disparity Study shall be submitted to the City as two hard copies and one electronic copy to permit future use by the City of El Paso. All data, records, and reports will be property of the City of El Paso for future use.
- Present Disparity Study findings to relevant City Departments, relevant Boards and Commissions, and the City Council, and otherwise cooperate with the City in facilitating dissemination of the Disparity Study results to the City and the public.

Supply El Paso

Aspen Institute, Drexel University & Rockefeller Foundation

Mayor Leeser's Kick-off on June 12, 2023

A unique collaboration and initiative with the goal of Supply El Paso to make the City of El Paso a national leader in inclusive procurement practices that can leverage new federal investments for small business development and economic growth.

Supply El Paso will lean on the current influx of federal infrastructure spending as the basis for that growth looking towards sustainability projects.

The project will involve the following components:

1. An examination of current spending patterns across local purchasers, federal spending that appears locally, and features of the El Paso small business ecosystem,
2. Cataloging existing supplier diversity best practices, challenges faced by small, local suppliers, and the role of small business development programs and networks in procurement. The initiative will also seek to identify examples of scalable local firms, and define what makes a small business ready to take on larger projects.
3. An analysis of locally contracted projects to focus on how purchasers, suppliers, prime contractors and subcontractors, support organizations, and lenders interact to enhance the specificity and practicality of recommendations.

MISSION



Deliver exceptional services to support a high quality of life and place for our community

VISION



Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

VALUES

Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople

File #: 23-852, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Streets and Maintenance, Richard J. Bristol, (915) 212-7000

AGENDA LANGUAGE:
This is the language that will be posted to the agenda. Please use ARIAL 11 Font.
The linkage to the Strategic Plan is subsection 7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life.

Award Summary:
Discussion and action on the award of Solicitation 2023-0258 Collector and above Street Resurfacing 2023 to International Eagle Enterprises, Inc. for an estimated amount of $18,285,400.00 for a total term of seven hundred thirty (730) consecutive calendar days. This program will provide a new asphaltic riding surface to the project locations, including Street Rights of Way as needed, as well as repair of damaged concrete parkway structures and ancillary items such as roadway striping and markings as needed.

Department	Streets and Maintenance
Award To:	International Eagle Enterprises Inc. El Paso, TX
Item(s):	All
Initial Term:	730 Consecutive Calendar Days
Total Estimated Award:	$18,285,400.00
Funding Sources:	Street Maintenance Funds 2022 Community Progress Bond Top 50 Arterials 2022 Community Progress Bond Residentials General Funds
Accounts:	532-2560-32120-522270-PCP23STY4RES 190-4825-29110-580270-PCP23STMSTRART 190-4825-29110-522270-PCP23STMSTRRES 532-1000-32040-522270-P3230
District(s):	All

This is Competitive Sealed Proposal, a unit price contract.

The Purchasing & Strategic Sourcing, Streets, and Maintenance Departments recommend an award as indicated to International Eagle Enterprises Inc, the highest-ranked offeror.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of this award.

Work under this unit price contract is only an estimated value and will be ordered, performed, invoiced, and paid by measured quantity. The actual cost of this contract may be higher or lower than the total estimated value and will be the sum total of unit prices at the end of the contract term.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes that are necessary for the proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: June 20, 2023
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Richard J Bristol, Director of Streets and Maintenance (915) 212-7000
K. Nicole Cote, Managing Director (915) 212-1092
DISTRICT(S) AFFECTED: ALL

STRATEGIC GOAL: No. 7 - Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: 7.2 Improve competitiveness through infrastructure improvements impacting the quality of life

SUBJECT:
Discussion and action on the award of solicitation 2023-0258 Collector and above Street Resurfacing 2023 to International Eagle Enterprises, Inc. for an estimated amount of $18,285,400.00 for a total term of Seven hundred thirty (730) consecutive calendar days.

BACKGROUND / DISCUSSION:
This program will provide a new asphaltic riding surface to the project locations, to include Street Rights of Way as needed, as well as repair of damaged concrete parkway structures and ancillary items such as roadway striping and markings as needed.

SELECTION SUMMARY:
Solicitation was advertised on December 13, 2022 and December 20, 2022. The solicitation was posted on City website on December 13, 2022. The email (Purmail) notification was sent out on December 15, 2022. There were a total Fifty (50) viewers online; Three (3) proposals were received; Three (3) from local suppliers.

CONTRACT VARIANCE:
N/A

PROTEST
A protest was received for this requirement and it was denied.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
Amount: $18,285,400.00
Funding Source: Street Maintenance Funds
2022 Community Progress Bond Top 50 Arterials
2022 Community Progress Bond Residentials
General Funds

Account: 532-522270-2560-32120-PCP23STY4RES
190-580270-4825-29110-PCP23STMSTRART
190-522270-4825-29110-PCP23STMSTRRES
532-522270-1000-32040-P3230

2023-0258 Collector and above Street Resurfacing 2023

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? __X_ YES ___NO

PRIMARY DEPARTMENT: Streets and Maintenance
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

**********REQUIRED AUTHORIZATION**********

DEPARTMENT HEAD:

CPRE

Richard J Bristol, Director of Streets and Maintenance

COUNCIL PROJECT FORM
(Competitive Sealed Proposal)

**********POSTING LANGUAGE BELOW**********

Please place the following item on the **REGULAR AGENDA** for the Council Meeting of **June 20, 2023**.

STRATEGIC GOAL 7 – Enhance and Sustain El Paso's Infrastructure Network

The linkage to the Strategic Plan is subsection 7.2 – Improve competitiveness through infrastructure improvements impacting the quality of life.

Award Summary:
Discussion and action on the award of solicitation 2023-0258 Collector and above Street Resurfacing 2023 to International Eagle Enterprises, Inc. for an estimated amount of $18,285,400.00 for a total term of seven hundred thirty (730) consecutive calendar days. This program will provide a new asphaltic riding surface to the project locations, to include Street Rights of Way as needed, as well as repair of damaged concrete parkway structures and ancillary items such as roadway striping and markings as needed.

Department	Streets and Maintenance
Award To:	International Eagle Enterprises Inc. El Paso, TX
Item(s):	All
Initial Term:	730 Consecutive Calendar Days
Total Estimated Award:	$18,285,400.00
Funding Sources:	Street Maintenance Funds 2022 Community Progress Bond Top 50 Arterials 2022 Community Progress Bond Residentials General Funds
Accounts:	532-2560-32120-522270-PCP23STY4RES 190-4825-29110-580270-PCP23STMSTRART 190-4825-29110-522270-PCP23STMSTRRES 532-1000-32040-522270-P3230
District(s):	All

This is Competitive Sealed Proposal, unit price contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to International Eagle Enterprises Inc, the highest ranked offeror.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

Work under this unit price contract is only an estimated value and will be ordered, performed, invoiced, and paid by measured quantity. The actual cost of this contract may be higher or lower than the total estimated value and will be the sum total of unit prices at the end of the contract term.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.

COMPETITIVE SEALED PROPOSAL (CSP) EVALUATION

2023-0258 Collector and above Streets Resurfacing 2023

Evaluation Factors	Maximum Points	International Eagle Enterprises, Inc	ZTEX Construction, Inc.	Jordan Foster Construction, LLC
Factor A - Offeror's Proposed Price	40	$ 18,435,400.00 40.00	$ 22,522,666.00 32.74	$ 23,947,000.00 30.79
Factor B - Offeror's Experience & Reputation	10	8.55	8.19	5.96
Factor C - Experience of Key Personnel	10	8.60	9.13	8.80
Factor D - Offeror's Production Capability	20	16.50	16.00	15.50
Factor E - Quality Control Program for this Project	5	4.28	3.75	4.25
Factor F - Offeror's Experience and Knowledge of Local Conditions	5	3.88	3.13	4.13
Factor G - Project Planning/Scheduling/Completion Methodology	10	7.38	6.75	6.88
Total Points	**100**	**89.19**	**79.69**	**76.31**
	Ranking	**1**	**2**	**3**

APPROVED: Yvette Hernandez 2/27/23

City Engineer Date

APPROVED: 2/24/2023

Purchasing & Strategic Sourcing Managing Director Date

CITY OF EL PASO

PRICE TABULATION

BID TITLE:	**Collector and above Street Resurfacing 2023**		**BID NO: 2023-0258**
BID DATE:	**January 11, 2023**		**DEPARTMENT: Streets and Maintenance**

				International Eagle Enterprices, Inc. El Paso, TX Bidder 1 of 3		**Jordan Foster Constsruction, LLC. El Paso, TX Bidder 2 of 3**		**ZTEX CONSTRUCTION, INC. El Paso, TX Bidder 3 of 3**	
ITEM NO.	**ESTIMATED QUANTITY**	**UNIT**	**Line Item Name**	**Unit Price**	**Quantity X Unit Price**	**Unit Price**	**Quantity X Unit Price**	**Unit Price**	**Quantity X Unit Price**
1	20	Each (EA)	MILLING MOBILIZATION	$ 5,000.00	$ 100,000.00	$ 1,000.00	$ 20,000.00	$ 834.00	$ 16,680.00
2	16,000,000	Square Foot per Inch (SF/IN)	MILLING	$ 0.16	$ 2,560,000.00	$ 0.10	$ 1,600,000.00	$ 0.09	$ 1,440,000.00
3	50,000	Cubic Yard (CY)	MILLINGS to be RETAINED BY CONTRACTOR	$ 2.00	$ 100,000.00	$ 1.00	$ 50,000.00	$ (1.00)	$ (50,000.00)
4	10	Each (EA)	HEATER SCARIFYING MOBILIZATION	$ 5,000.00	$ 50,000.00	$ 1,700.00	$ 17,000.00	$ 1,667.00	$ 16,670.00
5	200,000	Square Foot (SF)	HEATER SCARIFYING	$ 0.50	$ 100,000.00	$ 0.50	$ 100,000.00	$ 0.48	$ 96,000.00
6	2,000	Gallon (GAL)	REJUVENATING OIL	$ 10.00	$ 20,000.00	$ 6.00	$ 12,000.00	$ 5.90	$ 11,800.00
7	20	Each (EA)	PAVING MOBILIZATION	$ 1,000.00	$ 20,000.00	$ 2,500.00	$ 50,000.00	$ 695.00	$ 13,900.00
8	100,000	Ton	HMA	$ 88.00	$ 8,800,000.00	$ 134.00	$ 13,400,000.00	$ 144.00	$ 14,400,000.00
9	1,000	Square Foot (SF)	MARKINGS REMOVAL	$ 20.00	$ 20,000.00	$ 14.00	$ 14,000.00	$ 13.95	$ 13,950.00
10	300,000	Square Foot (SF)	H.A.T.P. REFLECTIVE PAVEMENT EXTRUDED RIBBON	$ 3.50	$ 1,050,000.00	$ 3.00	$ 900,000.00	$ 3.20	$ 960,000.00
11	40,000	Square Foot (SF)	H.A.T.P. REFLECTIVE PAVEMENT Pre-Formed Stop bar / Crosswalk	$ 15.00	$ 600,000.00	$ 13.00	$ 520,000.00	$ 13.20	$ 528,000.00
12	10,000	Square Foot (SF)	H.A.T.P. REFLECTIVE PAVEMENT Pre-Formed BIKE BOX	$ 40.00	$ 400,000.00	$ 17.00	$ 170,000.00	$ 17.40	$ 174,000.00
13	1,000	Each (EA)	H.A.T.P. REFLECTIVE PAVEMENT Pre-Formed SYMBOL	$ 450.00	$ 450,000.00	$ 275.00	$ 275,000.00	$ 264.00	$ 264,000.00

1048

Approved By: C G
Date: 1/18/2023

CITY OF EL PASO

PRICE TABULATION

BID TITLE:	Collector and above Street Resurfacing 2023	BID NO: 2023-0258
BID DATE:	January 11, 2023	DEPARTMENT: Streets and Maintenance

				International Eagle Enterprices, Inc. El Paso, TX Bidder 1 of 3		Jordan Foster Constsruction, LLC. El Paso, TX Bidder 2 of 3		ZTEX CONSTRUCTION, INC. El Paso, TX Bidder 3 of 3	
ITEM NO.	ESTIMATED QUANTITY	UNIT	Line Item Name	Unit Price	Quantity X Unit Price	Unit Price	Quantity X Unit Price	Unit Price	Quantity X Unit Price
14	200	Each (EA)	H.A.T.P. REFLECTIVE PAVEMENT Pre-Formed WORD	$ 500.00	$ 100,000.00	$ 350.00	$ 70,000.00	$ 348.00	$ 69,600.00
15	2,000	Linear Foot (LF)	3 INCH PVC, OPEN TRENCH	$ 21.00	$ 42,000.00	$ 60.00	$ 120,000.00	$ 48.00	$ 96,000.00
16	2,000	Linear Foot (LF)	2 INCH PVC, OPEN TRENCH	$ 25.00	$ 50,000.00	$ 52.00	$ 104,000.00	$ 44.00	$ 88,000.00
17	2,000	Linear Foot (LF)	3 INCH PVC, BORE	$ 70.00	$ 140,000.00	$ 55.00	$ 110,000.00	$ 57.00	$ 114,000.00
18	2,000	Linear Foot (LF)	2 INCH PVC, BORE	$ 70.00	$ 140,000.00	$ 42.00	$ 84,000.00	$ 49.00	$ 98,000.00
19	50	Each (EA)	TYPE A GROUND BOX	$ 1,500.00	$ 75,000.00	$ 1,500.00	$ 75,000.00	$ 1,499.00	$ 74,950.00
20	200	Each (EA)	TYPE C GROUND BOX	$ 700.00	$ 140,000.00	$ 2,000.00	$ 400,000.00	$ 1,890.00	$ 378,000.00
21	20	Each (EA)	CONCRETE MOBILIZATION	$ 1,000.00	$ 20,000.00	$ 1,700.00	$ 34,000.00	$ 512.00	$ 10,240.00
22	100	Each (EA)	RELOCATION AND INSTALLATION OF STREET NAME/ STOP SIGNS	$ 1,000.00	$ 100,000.00	$ 700.00	$ 70,000.00	$ 350.00	$ 35,000.00
23	1,600	Cubic Foot (CF)	STEM WALL	$ 32.00	$ 51,200.00	$ 30.00	$ 48,000.00	$ 22.73	$ 36,368.00
24	3,000	Linear Foot (LF)	STANDARD CURB	$ 20.00	$ 60,000.00	$ 30.00	$ 90,000.00	$ 24.00	$ 72,000.00
25	1,000	Linear Foot (LF)	TxDOT PINNED CURB	$ 25.00	$ 25,000.00	$ 33.00	$ 33,000.00	$ 9.10	$ 9,100.00
26	20,000	Linear Foot (LF)	CURB AND GUTTER	$ 20.00	$ 400,000.00	$ 34.00	$ 680,000.00	$ 29.00	$ 580,000.00

1049

Approved By: C G
Date: 1/18/2023

CITY OF EL PASO

PRICE TABULATION

BID TITLE: Collector and above Street Resurfacing 2023 — **BID NO:** 2023-0258

BID DATE: January 11, 2023 — **DEPARTMENT:** Streets and Maintenance

				International Eagle Enterprices, Inc. El Paso, TX Bidder 1 of 3		Jordan Foster Constsruction, LLC. El Paso, TX Bidder 2 of 3		ZTEX CONSTRUCTION, INC. El Paso, TX Bidder 3 of 3	
ITEM NO.	ESTIMATED QUANTITY	UNIT	Line Item Name	Unit Price	Quantity X Unit Price	Unit Price	Quantity X Unit Price	Unit Price	Quantity X Unit Price
27	2,000	Linear Foot (LF)	6" ROLLED CURB	$ 22.00	$ 44,000.00	$ 35.00	$ 70,000.00	$ 14.78	$ 29,560.00
28	2,000	Linear Foot (LF)	4" ROLLED CURB	$ 22.00	$ 44,000.00	$ 34.00	$ 68,000.00	$ 14.78	$ 29,560.00
29	2,000	Linear Foot (LF)	DRIVEWAY CURB	$ 22.00	$ 44,000.00	$ 33.00	$ 66,000.00	$ 24.00	$ 48,000.00
30	60,000	Square Foot (SF)	4" SIDEWALK	$ 4.00	$ 240,000.00	$ 10.00	$ 600,000.00	$ 7.00	$ 420,000.00
31	20,000	Square Foot (SF)	6" SIDEWALK	$ 4.50	$ 90,000.00	$ 11.00	$ 220,000.00	$ 6.23	$ 124,600.00
32	1,000	Square Foot (SF)	CONCRETE RIP RAP	$ 10.00	$ 10,000.00	$ 11.00	$ 11,000.00	$ 5.20	$ 5,200.00
33	1,000	Square Foot (SF)	ROCK RIP RAP	$ 5.00	$ 5,000.00	$ 13.00	$ 13,000.00	$ 2.30	$ 2,300.00
34	2,000	Square Foot (SF)	CONCRETE TINT	$ 8.00	$ 16,000.00	$ 2.00	$ 4,000.00	$ 2.28	$ 4,560.00
35	2,000	Square Foot (SF)	STAMPED COLORED CONCRETE	$ 7.00	$ 14,000.00	$ 15.00	$ 30,000.00	$ 7.40	$ 14,800.00
36	4,000	Square Foot (SF)	RESIDENTIAL DRIVEWAY	$ 8.30	$ 33,200.00	$ 11.00	$ 44,000.00	$ 7.10	$ 28,400.00
37	20,000	Square Foot (SF)	COMMERCIAL DRIVEWAY	$ 8.30	$ 166,000.00	$ 13.00	$ 260,000.00	$ 6.46	$ 129,200.00
38	20,000	Square Foot (SF)	ADA CURB CUT	$ 6.00	$ 120,000.00	$ 17.00	$ 340,000.00	$ 8.10	$ 162,000.00
39	400	Each (EA)	PREFORMED TACTILE WARNING TILE	$ 200.00	$ 80,000.00	$ 285.00	$ 114,000.00	$ 268.00	$ 107,200.00

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Approved By: CG

Date: 1/18/2023

CITY OF EL PASO

PRICE TABULATION

BID TITLE:	Collector and above Street Resurfacing 2023	BID NO: 2023-0258
BID DATE:	January 11, 2023	DEPARTMENT: Streets and Maintenance

				International Eagle Enterprices, Inc. El Paso, TX Bidder 1 of 3		Jordan Foster Constsruction, LLC. El Paso, TX Bidder 2 of 3		ZTEX CONSTRUCTION, INC. El Paso, TX Bidder 3 of 3	
ITEM NO.	ESTIMATED QUANTITY	UNIT	Line Item Name	Unit Price	Quantity X Unit Price	Unit Price	Quantity X Unit Price	Unit Price	Quantity X Unit Price
40	20	Each (EA)	BUS PAD	$ 13,000.00	$ 260,000.00	$ 20,000.00	$ 400,000.00	$ 11,958.00	$ 239,160.00
41	3,000	Cubic Yard (CY)	FLOWABLE FILL	$ 120.00	$ 360,000.00	$ 200.00	$ 600,000.00	$ 134.00	$ 402,000.00
42	3,000	Square Foot (SF)	DRAINAGE FLUME	$ 15.00	$ 45,000.00	$ 24.00	$ 72,000.00	$ 10.00	$ 30,000.00
43	3,000	Square Foot (SF)	DRAINAGE FLUME WITH STEEL PLATE	$ 40.00	$ 120,000.00	$ 38.00	$ 114,000.00	$ 10.00	$ 30,000.00
44	3,000	Linear Foot (LF)	TRIPPING HAZARD REMOVAL	$ 4.00	$ 12,000.00	$ 13.00	$ 39,000.00	$ 3.00	$ 9,000.00
45	300	Each (EA)	APRONS FOR UTILITY VALVES	$ 200.00	$ 60,000.00	$ 210.00	$ 63,000.00	$ 74.00	$ 22,200.00
46	5,000	Hour (HR)	SPECIAL TRAFFIC CONTROL	$ 80.00	$ 400,000.00	$ 165.00	$ 825,000.00	$ 114.00	$ 570,000.00
47	300	Each (EA)	APRONS FOR UTILITY MANHOLES	$ 250.00	$ 75,000.00	$ 350.00	$ 105,000.00	$ 228.00	$ 68,400.00
48	100	Each (EA)	MAN HOLE RING RISER	$ 200.00	$ 20,000.00	$ 265.00	$ 26,500.00	$ 99.00	$ 9,900.00
49	100	Each (EA)	ADJUST TO GRADE UTILITY BOX	$ 200.00	$ 20,000.00	$ 500.00	$ 50,000.00	$ 216.00	$ 21,600.00
50	500	Each (EA)	ADJUST TO GRADE MANHOLE	$ 300.00	$ 150,000.00	$ 500.00	$ 250,000.00	$ 262.00	$ 131,000.00
51	50	Each (EA)	ADJUST TO GRADE MONUMENT	$ 300.00	$ 15,000.00	$ 250.00	$ 12,500.00	$ 228.00	$ 11,400.00
52	500	Each (EA)	ADJUST TO GRADE WATER VALVE	$ 100.00	$ 50,000.00	$ 300.00	$ 150,000.00	$ 143.00	$ 71,500.00

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Approved By: C G
Date: 1/18/2023

CITY OF EL PASO

PRICE TABULATION

BID TITLE: Collector and above Street Resurfacing 2023 — **BID NO:** 2023-0258

BID DATE: January 11, 2023 — **DEPARTMENT:** Streets and Maintenance

ITEM NO.	ESTIMATED QUANTITY	UNIT	Line Item Name	International Eagle Enterprices, Inc. El Paso, TX Bidder 1 of 3		Jordan Foster Constsruction, LLC. El Paso, TX Bidder 2 of 3		ZTEX CONSTRUCTION, INC. El Paso, TX Bidder 3 of 3	
				Unit Price	Quantity X Unit Price	Unit Price	Quantity X Unit Price	Unit Price	Quantity X Unit Price
53	20	Each (EA)	BASE COURSE REPAIR MOBILIZATION	$ 1,200.00	$ 24,000.00	$ 1,300.00	$ 26,000.00	$ 4,546.00	$ 90,920.00
54	60,000	Cubic Foot (CF)	BASE COURSE REPAIR	$ 3.00	$ 180,000.00	$ 4.00	$ 240,000.00	$ 1.60	$ 96,000.00
55	300,000	Linear Foot (LF)	HERBICIDE	$ 0.25	$ 75,000.00	$ 0.20	$ 60,000.00	$ 0.13	$ 39,000.00
56	10	Each (EA)	PAVEMENT STRIPPING AND MARKING MOBILIZATION	$ 5,000.00	$ 50,000.00	$ 2,800.00	$ 28,000.00	$ 2,894.80	$ 28,948.00
			Sumtotal – Base Bid (Items 1-56)	**$**	**18,435,400.00**	**$**	**23,947,000.00**	**$**	**22,522,666.00**
OPTION TO EXTEND THE TERM OF THE CONTRACT **The City at its sole discretion, may exercise any option to purchase an additional quantity of items by giving the contractor written notice within the time period noted on the selected options. The term of this contract shall be based on one of the selections below and under the same terms and conditions. The City Manager or designee may exercise the option to extend.**									
Bidder offers the City the option to extend the term for the contract, up to one hundred percent (100%) of the original contract quantities for one (1) term of 730 Consecutive Calendar Days.								X	
No Option Offered				X		X			
Bid Bond				**YES**		**YES**		**YES**	
Amendments Acknowledged				**YES**		**YES**		**YES**	

NOTE: The information contained in this tabulation is for information only and does not constitute actual award/execution of contract.

1052

Approved By: C G

Date: 1/18/2023

Online Views

	Name	Company
1	Aburime, Anthony	
2	Allen, Miguel	Allen Concrete, Inc.
3	Alshouse, Aaron	Dustrol Inc.
4	Austin, Fork	Wayne Enterprises
5	Baca, Ismael	CID-City of El Paso
6	Balai, Rakesh	i- Sourcing Technolo
7	Bid, Judge	BidJudge.com
8	Bjornsson, Ron	Smartprocure
9	CAVAZOS, RICARDO	RICKS PAVING And SEA
10	Concha, David	CEA Group
11	Construction, Ztex	Ztex Construction
12	De Stefano, Luis Rene	Horizone Const. 1 LT
13	Dittmar, Mark	Access Communication
14	Doe, John	Pacific Inc
15	Dominguez, Luis	Enotsyek
16	Gallegos, Mari	Abescape
17	Garcia, Charlie	CBG DEVELOPMENT
18	Guillen, Francisco	Keystone GC, LLC.
19	Gutierrez, Sandra	Parkhill Smith And C
20	HARRISON, MIKE	DEL MAR CONTRACTING,
21	Hernandez, Cecilia	The PlanIt Room
22	HESSNEY, STEVE	PMI Pavement Marking
23	Hudson, Brad	Direx Construction,
24	James, Hardison	
25	Jones, Kim	Prime Vendor Inc.
26	Leos, Joaquin	International Eagle
27	Loganathan, Jayalakshmi	Dodge Data And Analy
28	Lopez, Rafael	MIRADOR Enterprises,
29	Luna, Hector	Black Stallion Contr
30	Management, Source	Deltek
31	Medina, Steve	GRV IES
32	Motta, Alejandro	Tri-State Electric,
33	Olguin, Jeannette	Vitual Builders Exch
34	ortiz, abel	allied paving
35	Palma, Jesus	
36	Paredes, Raul	Jobe Materials
37	Perez Campos, Martin	CMD Endeavors, Inc.
38	Rivas, Fernando	GCC Sun City Materia
39	Rugh, John	AMTEK
40	Satarain, Joe	Satarain Constructio
41	Soto, Daniel	DRS Rock Materials,
42	Soto, Lorena	El Paso Sanitation S
43	STINSON, MORGAN	ConstructConnect
44	Swartzwelder, Jeremy	Great American Insur

45	Testing, this_out	contract testing
46	Valdespino, Carlos	RCPM, LLC
47	Valdez, Angel	West Texas General C
48	Villa, Mayble	Jordan Foster Constr
49	Watson, Frank	
50	Wood, Jane	Construction Reporte

Collector and above Street Resurfacing 2023

Solicitation 2023-0258

Richard Bristol, Director, Streets and Maintenance

June 20, 2023





Strategic Plan Goal:

7: Enhance and Sustain El Paso's Infrastructure Network

7.2: Improve competitiveness through infrastructure improvements impacting the quality of life



2

Purpose of Initial Procurement

- The purpose of the contract is to provide a tool for the resurfacing of **Collector and above streets** within the City of El Paso; this includes milling, paving, repair of concrete elements, and removal of architectural barriers and installation of assessable curb cut ramps throughout the City at selected resurfacing street sites.

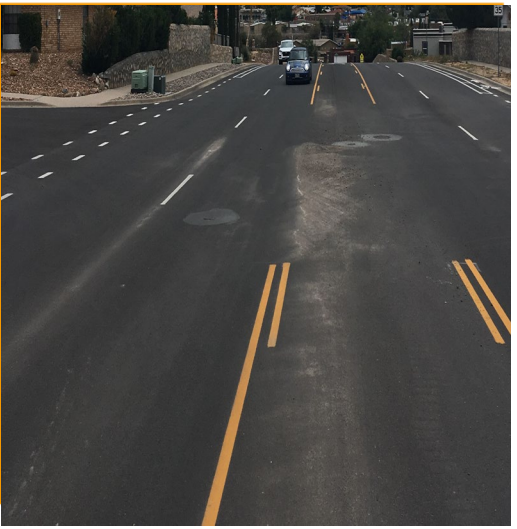
- This contract provides labor, materials, equipment and traffic control necessary to repair and/or maintain paved structures such as project streets, alleys, parking lots or other paved surfaces necessary to enhance and improve El Paso's street infrastructure Citywide.





2023-0258 Collector and above Street Resurfacing 2023 Contract





Contractor	**International Eagle Enterprises, Inc.**
Term & Contract Amount Award	Seven Hundred Thirty (730) Consecutive Calendar Days; Contract Amount; $18,285,400.00 (negotiated) based on unit prices on estimated quantities; with NO offer to extend original contract amount at the original unit prices and quantities - Bid Tabulation Total $18,435,000.00
Funding Source	Public Access Maintenance Contracts • Street Maintenance Funds • 2022 Community Progress Bond Top 50 Arterials • 2022 Community Progress Bond Residentials • General Funds





4

Mission

Deliver exceptional services to support a high quality of life and place for our community

Values

Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople

Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

File #: 23-853, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Purchasing and Strategic Sourcing, K. Nicole Cote (915) 212-1092
Streets and Maintenance, Richard J. Bristol, (915) 212-7000

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

The linkage to the Strategic Plan is subsection 7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life.

Award Summary:
Discussion and action on the award of Solicitation 2023-0267 Residential Street Resurfacing to ALLIED PAVING CO. OF EL PASO, INC. dba Allied Paving Company for a total estimated award of $15,766,286.60. The contract will provide a new asphaltic riding surface to the project Residential Streets, as well as repair of damaged concrete structures and other ancillary items such as roadway striping and markings as needed.

Department	Streets and Maintenance
Award To:	ALLIED PAVING CO. OF EL PASO, INC. dba Allied Paving Company El Paso, TX
Item(s):	All
Initial Term:	730 Consecutive Calendar Days
Base Bid:	$15,766,286.60
Total Estimated Award:	$15,766,286.60
Funding Source:	Street Maintenance Funds 2022 Community Progress Bond Top 50 Arterials 2022 Community Progress Bond Residentials General Funds
Account:	522270-532-2560-32120-PCP23STY4RES 580270-190-4825-29110-PCP23STMSTRART 522270-190-4825-29110-PCP23STMSTRRES 522270-532-1000-32040-P3230
District(s):	All

This is Competitive Sealed Proposal, unit price contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to ALLIED PAVING CO. OF EL PASO, INC. dba Allied Paving Company, the highest ranked offeror.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

Work under this unit price contract is only an estimated value and will be ordered, performed, invoiced, and paid by measured quantity. The actual cost of this contract may be higher or lower than the total estimated value and will be the sum total of unit prices at the end of the contract term.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: June 20, 2023
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Richard J. Bristol, Streets and Maintenance Director, (915) 212-7000
K. Nicole Cote, Managing Director (915) 212-1092

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 7 – Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: 7.2 – Improve competitiveness through infrastructure improvements impacting the quality of life

SUBJECT:
Discussion and action on the award of Solicitation 2023-0267 Residential Street Resurfacing 2023 to ALLIED PAVING CO. OF EL PASO, INC. dba Allied Paving Company, for a term of seven hundred thirty (730) consecutive calendar days for an estimated total amount of $15,766,286.60.

BACKGROUND / DISCUSSION:
Residential Street Resurfacing 2023 contract will provide a new asphaltic riding surface to the project Residential Streets, as well as repair of damaged concrete structures and other ancillary items such as roadway striping and markings as needed.

SELECTION SUMMARY:
Solicitation was advertised on December 13, 2022 and December 20, 2022. The solicitation was posted on City website on December 13, 2022. There was a total of fifty-three (53) viewers online; four (4) proposals were received; All being from local suppliers.

CONTRACT VARIANCE:
N/A

PROTEST
A protest was received for this requirement and it was denied.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
Amount: $15,766,286.60
Funding Source: Street Maintenance Funds
2022 Community Progress Bond Top 50 Arterials
2022 Community Progress Bond Residentials
General Funds

Account: 522270-532-2560-32120-PCP23STY4RES
580270-190-4825-29110-PCP23STMSTRART
522270-190-4825-29110-PCP23STMSTRRES
522270-532-1000-32040-P3230

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Streets & Maintenance
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

**********REQUIRED AUTHORIZATION**********

DEPARTMENT HEAD:

Richard J. Bristol, Streets and Maintenance Director

COUNCIL PROJECT FORM
(Competitive Sealed Proposal)

**********POSTING LANGUAGE BELOW**********

Please place the following item on the **REGULAR AGENDA** for the Council Meeting of **June 20, 2023**.

STRATEGIC GOAL 7 – Enhance and Sustain El Paso's Infrastructure Network

The linkage to the Strategic Plan is subsection 7.2 – Improve competitiveness through infrastructure improvements impacting the quality of life.

Award Summary:
Discussion and action on the award of solicitation 2023-0267 Residential Street Resurfacing to ALLIED PAVING CO. OF EL PASO, INC. dba Allied Paving Company for a total estimated award of $15,766,286.60. The contract will provide a new asphaltic riding surface to the project Residential Streets, as well as repair of damaged concrete structures and other ancillary items such as roadway striping and markings as needed.

Department	Streets and Maintenance
Award To:	ALLIED PAVING CO. OF EL PASO, INC. dba Allied Paving Company El Paso, TX
Item(s):	All
Initial Term:	730 Consecutive Calendar Days
Base Bid:	$15,766,286.60
Total Estimated Award:	$15,766,286.60
Funding Source:	Street Maintenance Funds 2022 Community Progress Bond Top 50 Arterials 2022 Community Progress Bond Residentials General Funds
Account:	522270-532-2560-32120-PCP23STY4RES 580270-190-4825-29110-PCP23STMSTRART 522270-190-4825-29110-PCP23STMSTRRES 522270-532-1000-32040-P3230
District(s):	All

This is Competitive Sealed Proposal, unit price contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to ALLIED PAVING CO. OF EL PASO, INC. dba Allied Paving Company, the highest ranked offeror.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

Work under this unit price contract is only an estimated value and will be ordered, performed, invoiced, and paid by measured quantity. The actual cost of this contract may be higher or lower than the total estimated value and will be the sum total of unit prices at the end of the contract term.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.

Contact person:
Purchasing & Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Streets and Maintenance, Richard Bristol, (915) 212-7000

COMPETITIVE SEALED PROPOSAL (CSP) EVALUATION

2023-0267 Residentential Streets Resurfacing 2023

Evaluation Factors	Maximum Points	Allied Paving	ZTEX Construction, Inc.	Jordan Foster Construction, LLC	Allen Contrete LLC
Factor A - Offeror's Proposed Price	40	$ 15,766,286.60 40.00	$ 20,192,740.00 31.23	$ 22,457,300.00 28.08	$ 18,187,100.00 34.68
Factor B - Offeror's Experience & Reputation	15	3.76	12.63	9.33	0.00
Factor D - Experience of Key Personnel	10	9.43	9.13	9.35	8.10
Factor D - Offeror's Production Capability	20	15.00	15.75	15.50	15.75
Factor E - Quality Control Program for this Project	10	8.25	7.75	9.00	8.75
Factor F - Offeror's Experience and Knowledge of Local Conditions	5	3.93	3.55	4.55	4.25
Total Points	**100**	**80.37**	**80.04**	**75.81**	**71.53**
	Ranking	**1**	**2**	**3**	**4**

APPROVED: Yvette Hernandez 2/27/23
City Engineer Date

APPROVED: 2/24/2023
Purchasing & Strategic Sourcing Managing Director Date

CITY OF EL PASO
PRICE TABULATION

BID TITLE: Residential Street Resurfacing 2023 — **BID NO:** 2023-0267

BID DATE: January 11, 2023 — **DEPARTMENT:** Streets and Maintenance

ITEM NO.	ESTIMATED QUANTITY	UNIT	Line Item Name	ALLEN CONCRETE, LLC El Paso, TX Bidder 1 of 4		ALLIED PAVING COMPANY El Paso, TX Bidder 2 of 1		Jordan Foster Constsruction, LLC. El Paso, TX Bidder 3 of 4		ZTEX CONSTRUCTION, INC. El Paso, TX Bidder 4 of 4	
				Unit Price	Total Amount Quantity X Unit Price	Unit Price	Total Amount Quantity X Unit Price	Unit Price	Total Amount Quantity X Unit Price	Unit Price	Total Amount Quantity X Unit Price
1	200	Each (EA)	MILLING MOBILIZATION	$ 900.00	$ 180,000.00	$ 795.00	$ 159,000.00	$ 1,000.00	$ 200,000.00	$ 834.00	$ 166,800.00
2	15,000,000	Square Foot per Inch (SF/IN)	MILLING	$ 0.15	$ 2,250,000.00	$ 0.15	$ 2,250,000.00	$ 0.10	$ 1,500,000.00	$ 0.09	$ 1,350,000.00
3	40,000	Cubic Yard (CY)	MILLINGS to be RETAINED BY CONTRACTOR	$ (0.10)	$ (4,000.00)	$ (0.40)	$ (16,000.00)	$ 1.00	$ 40,000.00	$ (1.00)	$ (40,000.00)
4	20	Each (EA)	HEATER SCARIFYING MOBILIZATION	$ 1,800.00	$ 36,000.00	$ 1,575.00	$ 31,500.00	$ 1,600.00	$ 32,000.00	$ 1,667.00	$ 33,340.00
5	300,000	Square Foot (SF)	HEATER SCARIFYING	$ 0.52	$ 156,000.00	$ 0.44	$ 132,000.00	$ 0.50	$ 150,000.00	$ 0.45	$ 135,000.00
6	3,000	Gallon (GAL)	REJUVENATING OIL	$ 6.30	$ 18,900.00	$ 5.51	$ 16,530.00	$ 6.00	$ 18,000.00	$ 5.90	$ 17,700.00
7	200	Each (EA)	PAVING MOBILIZATION	$ 850.00	$ 170,000.00	$ 945.00	$ 189,000.00	$ 2,500.00	$ 500,000.00	$ 695.00	$ 139,000.00
8	100,000	Ton	HMA	$ 118.00	$ 11,800,000.00	$ 93.90	$ 9,390,000.00	$ 142.00	$ 14,200,000.00	$ 144.00	$ 14,400,000.00
9	200	Square Foot (SF)	MARKINGS REMOVAL	$ 17.00	$ 3,400.00	$ 16.05	$ 3,210.00	$ 16.00	$ 3,200.00	$ 16.67	$ 3,334.00
10	2,000	Square Foot (SF)	H.A.T.P. REFLECTIVE PAVEMENT EXTRUDED RIBBON	$ 4.02	$ 8,040.00	$ 3.94	$ 7,880.00	$ 4.00	$ 8,000.00	$ 4.20	$ 8,400.00
11	14,000	Square Foot (SF)	H.A.T.P. REFLECTIVE PAVEMENT Pre-Formed Stop bar / Crosswalk	$ 14.30	$ 200,200.00	$ 13.07	$ 182,980.00	$ 13.00	$ 182,000.00	$ 13.90	$ 194,600.00
12	1,000	Square Foot (SF)	H.A.T.P. REFLECTIVE PAVEMENT Pre-Formed BIKE BOX	$ 19.00	$ 19,000.00	$ 17.33	$ 17,330.00	$ 17.00	$ 17,000.00	$ 18.40	$ 18,400.00
13	200	Each (EA)	H.A.T.P. REFLECTIVE PAVEMENT Pre-Formed SYMBOL	$ 300.00	$ 60,000.00	$ 262.50	$ 52,500.00	$ 275.00	$ 55,000.00	$ 278.00	$ 55,600.00
14	50	Each (EA)	H.A.T.P. REFLECTIVE PAVEMENT Pre-Formed WORD	$ 550.00	$ 27,500.00	$ 346.50	$ 17,325.00	$ 350.00	$ 17,500.00	$ 367.00	$ 18,350.00
15	400	Linear Foot (LF)	3 INCH PVC, OPEN TRENCH	$ 50.00	$ 20,000.00	$ 46.68	$ 18,672.00	$ 60.00	$ 24,000.00	$ 48.00	$ 19,200.00
16	400	Linear Foot (LF)	2 INCH PVC, OPEN TRENCH	$ 46.00	$ 18,400.00	$ 42.52	$ 17,008.00	$ 52.00	$ 20,800.00	$ 44.00	$ 17,600.00

1066

Approved By: C G
Date: 1/18/2023

CITY OF EL PASO
PRICE TABULATION

BID TITLE: Residential Street Resurfacing 2023 — **BID NO:** 2023-0267

BID DATE: January 11, 2023 — **DEPARTMENT:** Streets and Maintenance

ITEM NO.	ESTIMATED QUANTITY	UNIT	Line Item Name	ALLEN CONCRETE, LLC El Paso, TX Bidder 1 of 4		ALLIED PAVING COMPANY El Paso, TX Bidder 2 of 1		Jordan Foster Constsruction, LLC. El Paso, TX Bidder 3 of 4		ZTEX CONSTRUCTION, INC. El Paso, TX Bidder 4 of 4	
				Unit Price	Total Amount Quantity X Unit Price	Unit Price	Total Amount Quantity X Unit Price	Unit Price	Total Amount Quantity X Unit Price	Unit Price	Total Amount Quantity X Unit Price
17	400	Linear Foot (LF)	3 INCH PVC, BORE	$ 62.00	$ 24,800.00	$ 56.32	$ 22,528.00	$ 55.00	$ 22,000.00	$ 57.00	$ 22,800.00
18	400	Linear Foot (LF)	2 INCH PVC, BORE	$ 52.00	$ 20,800.00	$ 47.53	$ 19,012.00	$ 42.00	$ 16,800.00	$ 49.00	$ 19,600.00
19	10	Each (EA)	TYPE A GROUND BOX	$ 1,800.00	$ 18,000.00	$ 1,648.57	$ 16,485.70	$ 1,500.00	$ 15,000.00	$ 1,499.00	$ 14,990.00
20	20	Each (EA)	TYPE C GROUND BOX	$ 2,200.00	$ 44,000.00	$ 2,078.25	$ 41,565.00	$ 2,000.00	$ 40,000.00	$ 1,890.00	$ 37,800.00
21	200	Each (EA)	CONCRETE MOBILIZATION	$ 750.00	$ 150,000.00	$ 192.60	$ 38,520.00	$ 1,200.00	$ 240,000.00	$ 512.00	$ 102,400.00
22	100	Each (EA)	RELOCATION AND INSTALLATION OF STREET NAME/ STOP SIGNS	$ 850.00	$ 85,000.00	$ 747.46	$ 74,746.00	$ 700.00	$ 70,000.00	$ 350.00	$ 35,000.00
23	2,000	Cubic Foot (CF)	STEM WALL	$ 15.50	$ 31,000.00	$ 18.43	$ 36,860.00	$ 30.00	$ 60,000.00	$ 22.73	$ 45,460.00
24	2,000	Linear Foot (LF)	STANDARD CURB	$ 13.00	$ 26,000.00	$ 18.39	$ 36,780.00	$ 30.00	$ 60,000.00	$ 24.00	$ 48,000.00
25	1,000	Linear Foot (LF)	TxDOT PINNED CURB	$ 11.50	$ 11,500.00	$ 15.00	$ 15,000.00	$ 33.00	$ 33,000.00	$ 9.10	$ 9,100.00
26	30,000	Linear Foot (LF)	CURB AND GUTTER	$ 13.65	$ 409,500.00	$ 20.51	$ 615,300.00	$ 34.00	$ 1,020,000.00	$ 29.00	$ 870,000.00
27	1,000	Linear Foot (LF)	6" ROLLED CURB	$ 16.50	$ 16,500.00	$ 20.53	$ 20,530.00	$ 35.00	$ 35,000.00	$ 14.78	$ 14,780.00
28	2,000	Linear Foot (LF)	4" ROLLED CURB	$ 13.00	$ 26,000.00	$ 20.53	$ 41,060.00	$ 34.00	$ 68,000.00	$ 14.78	$ 29,560.00
29	6,000	Linear Foot (LF)	DRIVEWAY CURB	$ 7.00	$ 42,000.00	$ 12.38	$ 74,280.00	$ 33.00	$ 198,000.00	$ 24.00	$ 144,000.00
30	80,000	Square Foot (SF)	4" SIDEWALK	$ 4.50	$ 360,000.00	$ 7.24	$ 579,200.00	$ 10.00	$ 800,000.00	$ 7.00	$ 560,000.00
31	2,000	Square Foot (SF)	6" SIDEWALK	$ 6.00	$ 12,000.00	$ 8.65	$ 17,300.00	$ 11.00	$ 22,000.00	$ 6.23	$ 12,460.00
32	2,000	Square Foot (SF)	CONCRETE RIP RAP	$ 7.00	$ 14,000.00	$ 6.86	$ 13,720.00	$ 11.00	$ 22,000.00	$ 5.20	$ 10,400.00

1067

Approved By: C G
Date: 1/18/2023

CITY OF EL PASO
PRICE TABULATION

BID TITLE: Residential Street Resurfacing 2023 — **BID NO:** 2023-0267

BID DATE: January 11, 2023 — **DEPARTMENT:** Streets and Maintenance

ITEM NO.	ESTIMATED QUANTITY	UNIT	Line Item Name	ALLEN CONCRETE, LLC El Paso, TX Bidder 1 of 4		ALLIED PAVING COMPANY El Paso, TX Bidder 2 of 1		Jordan Foster Constsruction, LLC. El Paso, TX Bidder 3 of 4		ZTEX CONSTRUCTION, INC. El Paso, TX Bidder 4 of 4	
				Unit Price	Total Amount Quantity X Unit Price	Unit Price	Total Amount Quantity X Unit Price	Unit Price	Total Amount Quantity X Unit Price	Unit Price	Total Amount Quantity X Unit Price
33	2,000	Square Foot (SF)	ROCK RIP RAP	$ 8.00	$ 16,000.00	$ 5.63	$ 11,260.00	$ 13.00	$ 26,000.00	$ 3.00	$ 6,000.00
34	2,000	Square Foot (SF)	CONCRETE TINT	$ 2.96	$ 5,920.00	$ 1.65	$ 3,300.00	$ 2.00	$ 4,000.00	$ 3.00	$ 6,000.00
35	2,000	Square Foot (SF)	STAMPED COLORED CONCRETE	$ 12.00	$ 24,000.00	$ 9.02	$ 18,040.00	$ 15.00	$ 30,000.00	$ 8.00	$ 16,000.00
36	3,000	Square Foot (SF)	RESIDENTIAL DRIVEWAY	$ 5.00	$ 15,000.00	$ 8.70	$ 26,100.00	$ 11.00	$ 33,000.00	$ 8.00	$ 24,000.00
37	2,000	Square Foot (SF)	COMMERCIAL DRIVEWAY	$ 5.85	$ 11,700.00	$ 10.23	$ 20,460.00	$ 13.00	$ 26,000.00	$ 7.00	$ 14,000.00
38	10,000	Square Foot (SF)	ADA CURB CUT	$ 5.50	$ 55,000.00	$ 9.13	$ 91,300.00	$ 17.00	$ 170,000.00	$ 8.00	$ 80,000.00
39	250	Each (EA)	PREFORMED TACTILE WARNING TILE	$ 240.00	$ 60,000.00	$ 187.55	$ 46,887.50	$ 275.00	$ 68,750.00	$ 268.00	$ 67,000.00
40	6	Each (EA)	BUS PAD	$ 11,660.00	$ 69,960.00	$ 13,737.90	$ 82,427.40	$ 20,000.00	$ 120,000.00	$ 11,958.00	$ 71,748.00
41	1,000	Cubic Yard (CY)	FLOWABLE FILL	$ 152.00	$ 152,000.00	$ 146.30	$ 146,300.00	$ 200.00	$ 200,000.00	$ 134.00	$ 134,000.00
42	1,000	Square Foot (SF)	DRAINAGE FLUME	$ 17.05	$ 17,050.00	$ 11.98	$ 11,980.00	$ 24.00	$ 24,000.00	$ 10.00	$ 10,000.00
43	1,000	Square Foot (SF)	DRAINAGE FLUME WITH STEEL PLATE	$ 66.15	$ 66,150.00	$ 29.19	$ 29,190.00	$ 38.00	$ 38,000.00	$ 10.00	$ 10,000.00
44	2,000	Linear Foot (LF)	TRIPPING HAZARD REMOVAL	$ 4.89	$ 9,780.00	$ 2.75	$ 5,500.00	$ 13.00	$ 26,000.00	$ 3.00	$ 6,000.00
45	150	Each (EA)	APRONS FOR UTILITY VALVES	$ 200.00	$ 30,000.00	$ 158.20	$ 23,730.00	$ 210.00	$ 31,500.00	$ 74.00	$ 11,100.00
46	2,000	Hour (HR)	SPECIAL TRAFFIC CONTROL	$ 123.00	$ 246,000.00	$ 115.31	$ 230,620.00	$ 160.00	$ 320,000.00	$ 114.00	$ 228,000.00
47	600	Each (EA)	APRONS FOR UTILITY MANHOLES	$ 250.00	$ 150,000.00	$ 259.90	$ 155,940.00	$ 350.00	$ 210,000.00	$ 228.00	$ 136,800.00
48	50	Each (EA)	MAN HOLE RING RISER	$ 150.00	$ 7,500.00	$ 135.60	$ 6,780.00 Contractor's Price: $8136.00	$ 250.00	$ 12,500.00	$ 99.00	$ 4,950.00

1068

Approved By: C G
Date: 1/18/2023

CITY OF EL PASO
PRICE TABULATION

BID TITLE: Residential Street Resurfacing 2023 — **BID NO:** 2023-0267

BID DATE: January 11, 2023 — **DEPARTMENT:** Streets and Maintenance

ITEM NO.	ESTIMATED QUANTITY	UNIT	Line Item Name	ALLEN CONCRETE, LLC El Paso, TX Bidder 1 of 4		ALLIED PAVING COMPANY El Paso, TX Bidder 2 of 1		Jordan Foster Constsruction, LLC. El Paso, TX Bidder 3 of 4		ZTEX CONSTRUCTION, INC. El Paso, TX Bidder 4 of 4	
				Unit Price	Total Amount Quantity X Unit Price	Unit Price	Total Amount Quantity X Unit Price	Unit Price	Total Amount Quantity X Unit Price	Unit Price	Total Amount Quantity X Unit Price
49	50	Each (EA)	ADJUST TO GRADE UTILITY BOX	$ 350.00	$ 17,500.00	$ 203.40	$ 10,170.00	$ 465.00	$ 23,250.00	$ 216.00	$ 10,800.00
50	600	Each (EA)	ADJUST TO GRADE MANHOLE	$ 450.00	$ 270,000.00	$ 115.50	$ 69,300.00 Contractor's Price: $5,775.00	$ 465.00	$ 279,000.00	$ 262.00	$ 157,200.00
51	200	Each (EA)	ADJUST TO GRADE MONUMENT	$ 200.00	$ 40,000.00	$ 220.00	$ 44,000.00	$ 240.00	$ 48,000.00	$ 228.00	$ 45,600.00
52	600	Each (EA)	ADJUST TO GRADE WATER VALVE	$ 400.00	$ 240,000.00	$ 170.50	$ 102,300.00	$ 290.00	$ 174,000.00	$ 143.00	$ 85,800.00
53	100	Each (EA)	BASE COURSE REPAIR MOBILIZATION	$ 1,100.00	$ 110,000.00	$ 880.00	$ 88,000.00	$ 1,300.00	$ 130,000.00	$ 512.00	$ 51,200.00
54	30,000	Cubic Foot (CF)	BASE COURSE REPAIR	$ 3.00	$ 90,000.00	$ 3.12	$ 93,600.00	$ 4.00	$ 120,000.00	$ 2.60	$ 78,000.00
55	240,000	Linear Foot (LF)	HERBICIDE	$ 0.20	$ 48,000.00	$ 0.24	$ 57,600.00	$ 0.20	$ 48,000.00	$ 0.13	$ 31,200.00
56	40	Each (EA)	PAVEMENT STRIPPING AND MARKING MOBILIZATION	$ 1,800.00	$ 72,000.00	$ 1,575.00	$ 63,000.00	$ 1,600.00	$ 64,000.00	$ 1,666.70	$ 66,668.00
57	10,000	Linear Foot (LF)	HEADER CURB STRUCTURE PLACEMENT (EXPANSIVE SOILS)	$ 9.50	$ 95,000.00	$ 17.88	$ 178,800.00	$ 42.00	$ 420,000.00	$ 29.00	$ 290,000.00
58	1,000	Linear Foot (LF)	HEADER CURB STRUCTURE PLACEMENT (ROCKY TERRAIN)	$ 14.00	$ 14,000.00	$ 17.88	$ 17,880.00	$ 122.00	$ 122,000.00	$ 37.00	$ 37,000.00
			Sumtotal – Base Bid (Items 1-58)	**$**	**18,187,100.00**	**$**	**15,766,286.60**	**$**	**22,457,300.00**	**$**	**20,192,740.00**
						Contractor's Price :	**$15,704,117.60**				

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Approved By: C G
Date: 1/18/2023

CITY OF EL PASO
PRICE TABULATION

BID TITLE: Residential Street Resurfacing 2023 — **BID NO:** 2023-0267

BID DATE: January 11, 2023 — **DEPARTMENT:** Streets and Maintenance

ITEM NO.	ESTIMATED QUANTITY	UNIT	Line Item Name	ALLEN CONCRETE, LLC El Paso, TX Bidder 1 of 4		ALLIED PAVING COMPANY El Paso, TX Bidder 2 of 1		Jordan Foster Constsruction, LLC. El Paso, TX Bidder 3 of 4		ZTEX CONSTRUCTION, INC. El Paso, TX Bidder 4 of 4	
				Unit Price	Total Amount Quantity X Unit Price	Unit Price	Total Amount Quantity X Unit Price	Unit Price	Total Amount Quantity X Unit Price	Unit Price	Total Amount Quantity X Unit Price
			OPTION TO EXTEND THE TERM OF THE AGREEMENT The City at its sole discretion, may exercise any option to purchase an additional quantity of items by giving the contractor written notice within the time period noted on the selected options. The term of this contract shall be based on one of the selections below and under the same terms and conditions. The City Manager or designee may exercise the option to extend.								
			Bidder offers the City the option to extend the term for the contract, up to one hundred percent (100%) of the original contract quantities for one (1) term of 730 Consecutive Calendar Days.							X	
			No Option Offered	X		X		X			
			Bid Bond	YES		YES		YES		YES	
			Amendments Acknowledged	YES		YES		YES		YES	

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

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Approved By: C G
Date: 1/18/2023

Residential Street Resurfacing 2023
2023-0267
Online Views

	Name	Company
1	Gallegos, Mari	Abescape
2	Dittmar, Mark	Access Communication
3	Magdaleno, Jesus	Allen Concrete Inc.
4	Chacon, Salvador	Allied Paving Compan
5	Rugh, John	AMTEK
6	Bid, Judge	BidJudge.com
7	Luna, Hector	Black Stallion Contr
8	Aguilar, Francisco	BURMAN CONSTRUCTION
9	Concha, David	CEA Group
10	Perez Campos, Martin	CMD Endeavors, Inc.
11	STINSON, MORGAN	ConstructConnect
12	Wood, Jane	Construction Reporte
13	Testing, this_out	contract testing
14	HARRISON, MIKE	DEL MAR CONTRACTING,
15	Management, Source	Deltek
16	Hudson, Brad	Direx Construction,
17	Loganathan, Jayalakshmi	Dodge Data And Analy
18	Soto, Daniel	DRS Rock Materials,
19	Samaniego, Christian	Dumond Group, LLC.
20	Alshouse, Aaron	Dustrol Inc.
21	Soto, Lorena	El Paso Sanitation S
22	Dominguez, Luis	Enotsyek
23	Rivas, Fernando	GCC Sun City Materia
24	Fritsche, Brian	Geveko Markings
25	Medina, Steve	GRV IES
26	Olivas, Hugo	H-Olivas Constructio
27	Andres, Daher	Horizone Constructio
28	Gilcrease, Paul	HUB
29	Balai, Rakesh	i- Sourcing Technolo
30	Carla, Moreno	International Eagle
31	Paredes, Raul	Jobe Materials
32	Villa, Mayble	Jordan Foster Constr
33	Guillen, Francisco	Keystone GC, LLC.
34	Construction, Lesna	Lesna Construction
35	McMillan, Terry	McMillan And Associa
36	Lopez, Rafael	MIRADOR Enterprises,
37	Doe, John	Pacific Inc
38	Gutierrez, Sandra	Parkhill Smith And C
39	HESSNEY, STEVE	PMI Pavement Marking
40	Jones, Kim	Prime Vendor Inc.
41	Morales, Jose	Raxis Engineering LL
42	Valdespino, Carlos	RCPM, LLC
43	CAVAZOS, RICARDO	RICKS PAVING And SEA

44	Satarain, Joe	Satarain Constructio
45	Bjornsson, Ron	Smartprocure
46	Hernandez, Cecilia	The PlanIt Room
47	Enriquez, Angelita	Traffic Barricade Se
48	Motta, Alejandro	Tri-State Electric,
49	Olguin, Jeannette	Vitual Builders Exch
50	Austin, Fork	Wayne Enterprises
51	Valdez, Angel	West Texas General C
52	Yvellez, Ricardo	WHITE CAP
53	Royo, Joaquin	ZTEX Construction I

Residential Street Resurfacing 2023
Solicitation 2023-0267

Richard Bristol, Director, Streets and Maintenance

June 20, 2023





Strategic Plan Goal:

7: Enhance and Sustain El Paso's Infrastructure Network

7.2: Improve competitiveness through infrastructure improvements impacting the quality of life



Purpose of Initial Procurement

- The purpose of the contract is to provide a tool for the resurfacing of **residential** streets within the City of El Paso; this includes milling, paving, repair of concrete elements, and removal of architectural barriers and installation of assessable curb cut ramps throughout the City at selected resurfacing sites.

- This contract provides labor, materials, equipment and traffic control necessary to repair and/or maintain paved structures such as project streets, alleys, parking lots or other paved surfaces necessary to enhance and improve El Paso's street infrastructure Citywide.





2023-0267 Residential Street Resurfacing 2023 Contract





Contractor	**ALLIED PAVING CO. of EL PASO, Inc.** **dba Allied Paving Company**
Term & Contract Amount Award	Seven Hundred Thirty (730) Consecutive Calendar Days; Contract Amount; $15,766,286.60 based on unit prices on estimated quantities; with NO offer to extend original contract amounts at the original unit prices and quantities
Funding Source	Public Access Maintenance Contracts • Street Maintenance Funds • 2022 Community Progress Bond Top 50 Arterials • 2022 Community Progress Bond Residentials • General Funds





Mission

Deliver exceptional services to support a high quality of life and place for our community

Values

Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople

Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

File #: 23-889, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Streets and Maintenance, Richard J. Bristol, (915) 212-7000

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

The linkage to the strategic plan is subsection 7.2 - Improve Competitiveness Through Infrastructure Improvements Impacting the Quality of Life.

Award Summary:

Discussion and action on the request that the Managing Director of Purchasing & Strategic Sourcing Department be authorized to issue Purchase Order(s) to H.D. Industries, Inc., the sole and authorized distributor for the 2023-0539 Pro Patch Proprietary Parts, for a term of three (3) years for an estimated amount of $120,000.00, with a stipulation that H.D. Industries, Inc. provides an updated sole source letter and affidavit each year. This contract will allow for the purchase of all parts for the Pro Patch Asphalt Pothole Patcher used by the Streets and Maintenance Department.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of $20,000.00 per year, which represents a 33.33% increase due to increased parts prices.

Department:	Streets and Maintenance
Award To:	H.D. Industries, Inc. Jacksonville, TX
Initial Term:	3 Years
Annual Estimated Amount:	$40,000.00
Total Estimated Amount:	$120,000.00
Account No.:	532-3600-531210-37020-P3701 (Parts)
Funding Source:	Internal Service Fund
District(s):	All

This is a Sole Source contract in accordance with Texas Local Government Code 252.022(a)(7)(a).

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to H.D. Industries, Inc., the sole and authorized distributor.

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: June 20, 2023
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Richard J. Bristol, Streets and Maintenance Director, (915) 212-7000 K. Nicole Cote, Managing Director, (915) 212-1092

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 7 – Enhance and Maintain the City's Infrastructure Network

SUBGOAL: 7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life

SUBJECT:
Discussion and action on the request that the Managing Director of Purchasing & Strategic Sourcing Department be authorized to issue Purchase Order(s) to H.D. Industries, Inc., the sole and authorized distributor for the 2023-0539 Pro Patch Proprietary Parts, for a term of three (3) years for an estimated amount of $120,000.00, with a stipulation that H.D. Industries, Inc. provides an updated sole source letter and affidavit each year.

BACKGROUND / DISCUSSION:
This contract will allow for the purchase of all parts for the Pro Patch Asphalt Pothole Patcher used by the Streets and Maintenance Department.

SELECTION SUMMARY:
General Exemption under Texas Local Government Code Section 252.022 Part 7 (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies. H.D. Industries, Inc. is the sole manufacturer and distributor of Pro Patch proprietary parts necessary to ensure compliance with original manufacturer standards.

CONTRACT VARIANCE:
The difference based in comparison to the previous contract is as follows: An increase of $20,000.00 per year, which represents a 33.33% increase due to increased parts prices.

PROTEST
N/A

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
Amount: $120,000.00
Funding Source: Internal Service Fund
Account: 532 – 3600 – 531210 – 37020 – P3701 (Parts)

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X__ YES ___NO

PRIMARY DEPARTMENT: Streets and Maintenance
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

**********REQUIRED AUTHORIZATION**********

DEPARTMENT HEAD:

6-5-23

Richard J. Bristol – Streets and Maintenance Director

COUNCIL PROJECT FORM
(SOLE SOURCE)

**********POSTING LANGUAGE BELOW**********

Please place the following item on the **REGULAR** agenda for the Council Meeting of **June 20, 2023.**

Strategic Goal 7: Enhance and Sustain El Paso's Infrastructure Network

The linkage to the strategic plan is subsection 7.2 – Improve Competitiveness Through Infrastructure Improvements Impacting the Quality of Life.

Award Summary:

Discussion and action on the request that the Managing Director of Purchasing & Strategic Sourcing Department be authorized to issue Purchase Order(s) to H.D. Industries, Inc., the sole and authorized distributor for the 2023-0539 Pro Patch Proprietary Parts, for a term of three (3) years for an estimated amount of $120,000.00, with a stipulation that H.D. Industries, Inc. provides an updated sole source letter and affidavit each year. This contract will allow for the purchase of all parts for the Pro Patch Asphalt Pothole Patcher used by the Streets and Maintenance Department.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of $20,000.00 per year, which represents a 33.33% increase due to increased parts prices.

Department:	Streets and Maintenance
Award To:	H.D. Industries, Inc.
	Jacksonville, TX
Initial Term:	3 Years
Annual Estimated Amount:	$40,000.00
Total Estimated Amount:	$120,000.00
Account No.:	532 – 3600 – 531210 – 37020 – P3701 (Parts)
Funding Source:	Internal Service Fund
District(s):	All

This is a Sole Source contract in accordance with Texas Local Government Code 252.022(a)(7)(a).

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to H.D. Industries, Inc., the sole and authorized distributor.

**********ADDITIONAL INFO BELOW**********

PURCHASING & STRATEGIC SOURCING DEPARTMENT

SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Brad Dillingham. I am over the age of 18, have never been of a convicted crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: H.D. Industries, Inc
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s): All Parts, Services, and Consumables required for the Operation and Maintenance of Pro-Patch Asphalt Patching Hot Boxes.
4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. **Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuation of any/all business with the City of El Paso.**

Signature

SUBSCRIBED AND SWORN to before me on this 27 day of APRIL 2023

TINA D. FORRY
Notary Public, State of Texas
Comm. Expires 10-13-2024
Notary ID 119703

Tina D. Forry
NOTARY PUBLIC

TINA D FORRY
PRINTED NAME

10-13-2024
MY COMMISSION EXPIRES

COMPANY NAME: H.D. Industries, Inc
ADDRESS, CITY, S TATE & ZIP CODE PO Box 8250, JACKSONVILLE, TX, 75766
PHONE: 903-586-6126 FAX NUMBER: N/A
CONTACT NAME AND TITLE: BRAD DILLINGHAM, VICE PRESIDENT
WEB ADDRESS: pro-patch.com EMAIL: brad@pro-patch.com
FEDERAL TAX ID NUMBER: 75-2117282 TEXAS SALES TAX NUMBER: N/A

H.D. Industries, Inc.

Pro-Patch Pothole Patcher

P.O. Box 8250 / Jacksonville, TX 75766 / (903) 586-6126 / www.pro-patch.com

April 27, 2023

To whom it may concern:

H.D. Industries, Inc. is the sole manufacturer of the ***Pro-Patch*** Asphalt Pothole Patcher, and all related equipment parts. We are the sole source and distributor for the Pro-Patch parts and we have the exclusive territory for the state of Texas.

Features include:

Dry Radiant Heat System, U.S. Patent# 5988935

- The body has a dry radiant heat chamber heated by 2 each 150,000 BTU retort tube propane burners with vertical exhaust stacks.

Exhaust Stack Dampener system, U.S. Patent# 6681761

- Exhaust stacks have an automatic electronic dampener that opens when burners are fired and closes when burners shut off to prevent heat loss.

Hydraulic Door safety System, U.S. Patent# 7037034

- Hydraulic valve has an internal or external safety design that will protect the operator by not allowing the screw conveyor or asphalt agitator to operate when the doors are open.

Emulsion Rejuvenation System, US Patent# 16597547

- **The tank is equipped with and automatic rejuvenation system, that will help keep the emulsion oil from separating which will prevent pump and lines from clogging up and eliminate sludge and build-up in the tank.**

Heat Riser Plates, US Patent# **10676877**

- **The Asphalt Heat Riser Plates are thermostat controlled, low density 500 watt heat riser plates that run parallel in the upper part of the asphalt hopper to keep the entire load of asphalt hot and eliminate bridging.**

For any further information, please call me at (903) 586-6126 or visit our web site at www.pro-patch.com.

Harold Dillingham
President

2023-0539 Pro Patch Proprietary Parts

Richard Bristol, Director, Streets and Maintenance

June 20, 2023





Strategic Plan Goal:

7: Enhance and Sustain El Paso's Infrastructure Network

7.5: Set One Standard for Infrastructure Across the City



2

Purpose of Procurement

- Purchase Pro Patch Proprietary parts
- These parts are for the Pro Patch units that are used for pot hole patching throughout the City
- Parts are necessary for maintenance and/or repairs of the equipment so that they operate efficiently and safely
- This is a Sole Source procurement through HD Industries who is the manufacturer of the Pro Patch equipment









2023-0539 Pro Patch Proprietary Parts

Contractor	**HD Industries, Inc**
Initial Term & Award	$120,000 (3 Years)
Option	N/A
Funding Source	Internal Service Fund
Account No.	532-531210-37020-3600-P3702



4

Mission

Deliver exceptional services to support a high quality of life and place for our community

Values

Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople

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Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

File #: 23-891, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Streets and Maintenance, Richard J. Bristol (915) 212-7000

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

The linkage to the strategic plan is subsection 7.2 - Improve Competitiveness Through Infrastructure Improvements Impacting the Quality of Life.

Award Summary:

Discussion and action on the award of Solicitation 2023-0410 Preformed Street Markings to Geveko Markings, Inc. for a total term of three (3) years for an estimated amount of $1,205,104.80. Preformed Street Markings materials are essential in order to provide the public with safe roadways, bike lanes, and crosswalks.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of $580,768.20 for the initial term, which represents a 93.02% increase due to an additional item added to the contract.

Department:	Streets and Maintenance
Vendor:	Geveko Markings, Inc. Gainesville, GA
Item(s):	All
Total Term:	3 Years
Annual Estimated Amount:	$401,701.60
Total Estimated Award:	$1,205,104.80 (3 Years)
Account No.:	532 - 1000 - 531220 - 32020 - P3254
Funding Source:	General Fund
District(s):	All

This is a Low Bid, Unit Price Contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Geveko Markings, Inc., the lowest, responsive, and responsible bidder.

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: June 20, 2023
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Richard J. Bristol, Streets & Maintenance Director, (915) 212-7000
K. Nicole Cote, Managing Director (915) 212-1092

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 7 – Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: 7.2 – Improve Competitiveness Through Infrastructure Improvements Impacting the Quality of Life

SUBJECT:
Discussion and action on the award of solicitation 2023-0410 Preformed Street Markings to Geveko Markings, Inc. for a total term of three (3) years for an estimated amount of $1,205,104.80.

BACKGROUND / DISCUSSION:
Preformed Street Markings materials are essential in order to provide the public with safe roadways, bike lanes, and cross walks.

SELECTION SUMMARY:
Solicitation was advertised on March 21, 2023 and March 28, 2023. The solicitation was posted on City website on March 21, 2023. The email (Purmail) notification was sent out on March 21, 2023. There were a total of twenty three (23) viewers online; two (2) bids were received; none being from local suppliers. An Inadequate Competition Survey was conducted.

CONTRACT VARIANCE:
The difference based in comparison to the previous contract is as follows: An increase of $580,768.20 for the initial term, which represents a 93.02% increase due to an additional item added to the contract.

PROTEST
No protest received for this requirement.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
Amount: $1,205,104.80
Funding Source: General Fund
Account: 532 – 1000 – 531220 – 32020 – P3254

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X__ YES ___NO

PRIMARY DEPARTMENT: Streets & Maintenance
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

**********REQUIRED AUTHORIZATION**********

DEPARTMENT HEAD:

5-23-23

Richard J. Bristol, Streets & Maintenance Director

COUNCIL PROJECT FORM
(LOW BID)

**********POSTING LANGUAGE BELOW**********

Please place the following item on the **REGULAR** agenda for the Council Meeting of **June 20, 2023.**

Strategic Goal 7: Enhance and Sustain El Paso's Infrastructure Network

The linkage to the strategic plan is subsection 7.2 – Improve Competitiveness Through Infrastructure Improvements Impacting the Quality of Life.

Award Summary:

Discussion and award on the award of solicitation 2023-0410 Preformed Street Markings to Geveko Markings, Inc. for an total term of three (3) years for an estimated amount of $1,205,104.80. Preformed Street Markings materials are essential in order to provide the public with safe roadways, bike lanes, and cross walks.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of $580,768.20.00 for the initial term, which represents a 93.02% increase due to an additional item added to the contract.

Department:	Streets and Maintenance
Vendor:	Geveko Markings, Inc.
	Gainesville, GA
Item(s):	All
Total Term:	3 Years
Annual Estimated Amount:	$401,701.60
Total Estimated Award:	$1,205,104.80 (3 Years)
Account No.:	532 – 1000 – 531220 – 32020 – P3254
Funding Source:	General Fund
District(s):	All

This is a Low Bid, Unit Price Contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Geveko Markings, Inc., the lowest, responsive and responsible bidder.

**********ADDITIONAL INFO BELOW**********

CITY OF EL PASO
BID TABULATION (REVISED)

BID TITLE: PREFORMED STREET MARKINGS — **BID NO: 2023-0410**

BID DATE: APRIL 26, 2023 — **DEPARTMENT: STREETS AND MAINTENANCE**

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	APPRXIMATE / ESTIMATE QUANTITY	ENNIS - FLINT, INC. Greensboro, NC — Bidder 1 of 2			GEVEKO MARKINGS, INC. Gainesville, GA — Bidder 2 of 2		
				PRICE (B)	YEARLY TOTAL C = AXB (C)	3 YEAR TOTAL D = CX3 (D)	PRICE (B)	YEARLY TOTAL C = AXB (C)	3 YEAR TOTAL D = CX3 (D)
GROUP 1									
Mast Arm Poles									
1	8' Right Turn Arrow	Each	100	$ 86.1080	$ 8,610.80	$ 25,832.40	$ 58.43	$ 5,843.00	$ 17,529.00
2	9'10" Straight Arrow	Each	50	$ 74.2500	$ 3,712.50	$ 11,137.50	$ 50.40	$ 2,520.00	$ 7,560.00
3	4" x 1' White	Each	600	$ 0.9152	$ 549.12	$ 1,647.36	$ 0.66	$ 396.00	$ 1,188.00
4	24" x 1' White	Each	5,000	$ 5.4868	$ 27,434.00	$ 82,302.00	$ 3.94	$ 19,700.00	$ 59,100.00
5	16" x 1' White	Each	30,000	$ 3.6740	$ 110,220.00	$ 330,660.00	$ 2.61	$ 78,300.00	$ 234,900.00
6	8' "ONLY" Lettering	Each	100	$ 123.2880	$ 12,328.80	$ 36,986.40	$ 83.65	$ 8,365.00	$ 25,095.00
7	4'x2' Bike Symbol	Each	50	$ 51.2512	$ 2,562.56	$ 7,687.68	$ 34.80	$ 1,740.00	$ 5,220.00
8	6' x 2' Bike Lane Straight Arrow	Each	50	$ 31.9440	$ 1,597.20	$ 4,791.60	$ 21.68	$ 1,084.00	$ 3,252.00
9	24" Yield Lane (Shark's Teeth)	Each	100	$ 10.5820	$ 1,058.20	$ 3,174.60	$ 7.18	$ 718.00	$ 2,154.00
10	5" x 5" BUNDY RPM Adhesive White	Each	1,400	$ 0.4752	$ 665.28	$ 1,995.84	$ 0.34	$ 476.00	$ 1,428.00
11	5" x 5" BUNDY RPM Adhesive Yellow	Each	1,400	$ 0.4752	$ 665.28	$ 1,995.84	$ 0.34	$ 476.00	$ 1,428.00
12	48" x 48" Handicap Symbol White on Blue	Each	20	$ 81.71	$ 1,634.16	$ 4,902.48	$ 58.73	$ 1,174.60	$ 3,523.80
13	8' "AHEAD" Lettering	Each	10	$ 171.12	$ 1,711.16	$ 5,133.48	$ 116.12	$ 1,161.20	$ 3,483.60

1095

Approved by: /s/

Date Approved: 05/18/2023

CITY OF EL PASO
BID TABULATION (REVISED)

BID TITLE: PREFORMED STREET MARKINGS **BID NO: 2023-0410**

BID DATE: APRIL 26, 2023 **DEPARTMENT: STREETS AND MAINTENANCE**

				ENNIS - FLINT, INC. Greensboro, NC			GEVEKO MARKINGS, INC. Gainesville, GA		
				Bidder 1 of 2			Bidder 2 of 2		
14	8' "STOP" Lettering	Each	10	$ 122.23	$ 1,222.32	$ 3,666.96	$ 82.98	$ 829.80	$ 2,489.40
15	6'6" x 20' RXR (Railroad Crossing)	Each	10	$ 236.02	$ 2,360.16	$ 7,080.48	$ 169.81	$ 1,698.10	$ 5,094.30
16	13'2" x 11'6" Combination Left/ Straight / Right Arrow	Each	10	$ 191.00	$ 1,910.04	$ 5,730.12	$ 137.43	$ 1,374.30	$ 4,122.90
17	8'2" x 11'6" Combination Left/ Right / Straight Arrow	Each	15	$ 159.19	$ 2,387.88	$ 7,163.64	$ 114.54	$ 1,718.10	$ 5,154.30
18	Shared Lane Symbol	Each	25	$ 96.03	$ 2,400.75	$ 7,202.25	$ 69.10	$ 1,727.50	$ 5,182.50
19	24" x 36" 90 mil Light Green	Each	20,000	$ 33.39	$ 667,800.00	$ 2,003,400.00	$ 13.62	$ 272,400.00	$ 817,200.00
			Yearly Total		**$ 850,830.21**	**$ 2,552,490.63**		**$ 401,701.60**	**$ 1,205,104.80**

1096

Approved by: /s/

Date Approved: 05/18/2023

CITY OF EL PASO
BID TABULATION (REVISED)

BID TITLE: PREFORMED STREET MARKINGS		**BID NO: 2023-0410**
BID DATE: APRIL 26, 2023		**DEPARTMENT: STREETS AND MAINTENANCE**
	ENNIS - FLINT, INC. Greensboro, NC	**GEVEKO MARKINGS, INC. Gainesville, GA**
	Bidder 1 of 2	**Bidder 2 of 2**
OPTION TO EXTEND THE TERM OF THE AGREEMENT **THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.** **BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:**		
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S), IF THE OPTION IS EXERCISED PRIOR	**X**	**** **LEFT BLANK BY VENDOR**
NO OPTION OFFERED		**** **LEFT BLANK BY VENDOR**
AMENDMENTS ACKNOWLEDGED:	**Yes**	**Yes**

BIDS SOLICITED: 394 LOCAL BIDS SOLICITED: 161 BIDS RECEIVED: 2 LOCAL BIDS RECEIVED: 0 NO BID: 5

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

1097

Approved by: /s/

Date Approved: 05/18/2023

2023-0410 Preformed Street Markings Online Views

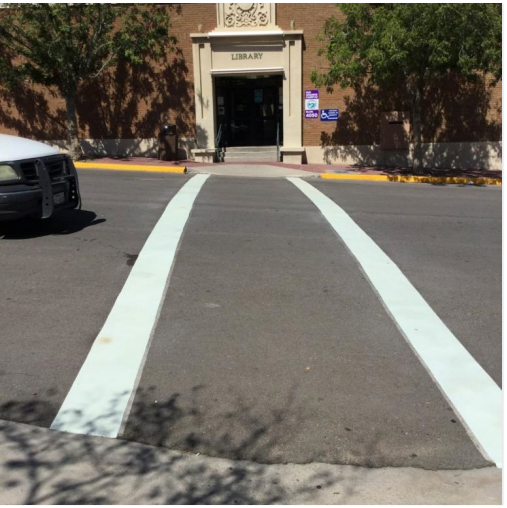
	Participant Name	Response Date	Response Status	City	State
1	3-C TECHNOLOGY, LLC	04/17/2023	No Bid	LANCASTER	TX
2	ARSPEC (Armendariz)		Viewed	EL PASO	TX
3	Casillas Signs Shop (Casillas Group Inc)	04/25/2023	No Bid	El Paso	TX
4	Construction Reporter		Viewed	Albuquerque	NM
5	El Paso Reprographics LLC		Viewed	El Paso	TX
6	El Roi Construction Inc.		Viewed	El Paso	TX
7	Ennis-Flint, Inc.	04/25/2023	Submitted	Greensboro	NC
8	Exhibit Incorporation LLC		Viewed	El Paso	TX
9	Freddy G International Security LLC		Viewed	El Paso	TX
10	Geveko Markings	04/25/2023	Submitted	Gainsville	GA
11	International Eagle Enterprises		Viewed	El Paso	TX
12	JSR Construction & Remodeling LLC		Viewed	Santa Teresa	NM
13	LD Products, Inc.	03/21/2023	No Bid	Dallas	TX
14	Mattingly Low Vision, Inc	04/17/2023	No Bid	El Paso	TX
15	Mean Clean LLC		Viewed	El Paso	TX
16	Mlssis & Me		Viewed	El Paso	TX
17	Sign Solutions USA LLC		Viewed	Fargo	ND
18	Sunset Survival & First Aid Inc		Viewed	Huntington Beach	CA
19	Texas Boombox Factory (Texas boombox Factory)		Viewed	El Paso	TX
20	The PlanIt Room		Viewed	El Paso	TX
21	Virtual Builders Exchange		Viewed	San Antonio	TX
22	WOFFORD TRUCK PARTS (TE EL PASO,LLC)	03/21/2023	No Bid	EL PASO	TX
23	Xcessories Squared Development & Mfg., Inc.		Viewed	Auburn	IL

2023-0410 Preformed Street Markings

Richard Bristol, Director, Streets and Maintenance

June 20, 2023





Strategic Plan Goal:

7: Enhance and Sustain El Paso's Infrastructure Network

7.5: Set One Standard for Infrastructure Across the City

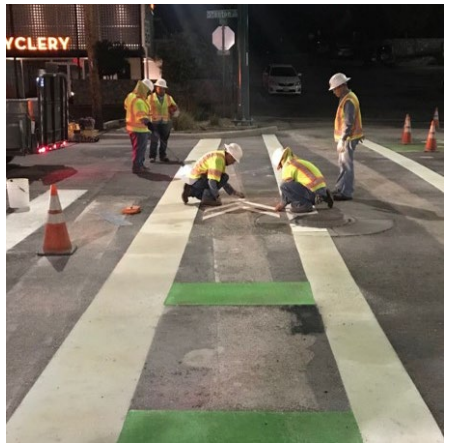


2

Purpose of Procurement

- Purchase various preformed markings used to maintain installed street markings Citywide
- Will be used for new installations
- Preform markings are an essential materials used by the Streets and Maintenance Department to maintain safe public roadways
- Contract allows the City to purchase green preformed markings that are used within the City's Bike Paths







2023-0410 Preformed Street Markings

Contractor	**Geveko Markings, Inc**
Initial Term & Award	$1,205,104 (3 years)
Option	N/A
Funding Source	General Fund
Account No.	532-531220-1000-32020-P3254



4

Mission

Deliver exceptional services to support a high quality of life and place for our community

Values

Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople

Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

File #: 23-887, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Public Health, Hector I. Ocaranza, (915) 212-0200

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

The linkage to the Strategic Plan is subsection 8.1 Deliver prevention, intervention, and mobilization services to promote a healthy, productive, and safe community.

Discussion and action to request that the Managing Director of the Purchasing & Strategic Sourcing Department be authorized to issue a Purchase Order(s) to Hologic Sales and Services, LLC, the sole distributor for the Hologic Testing Supplies for Public Health Department for a term of three (3) years for an estimated amount of $225,000.00, with the stipulation that the vendor provides an updated sole source letter and affidavit each year. This contract will allow the Public Health Department to purchase associated kits, assays, and reagents for their Panther instrument system.

Contract Variance:
There is no variance, the estimated amount remains the same.

Department:	Public Health
Vendor:	Hologic Sales and Services, LLC Marlborough, MA
Initial Term:	3 years
Annual Estimated Award:	$75,000.00 (1 year)
Total Estimated Award:	$225,000.00 (3 years)
Account No.:	531120-341-1000-41130
Funding Source:	General Fund
District(s):	All
Reference No.	2023-0520

The Purchasing & Strategic Sourcing and the Public Health Departments recommend award as indicated to Hologic Sales and Services, LLC the sole distributor for Hologic Testing Supplies.

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: June 20, 2023
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Hector I. Ocaranza, MD, - Interim Director/Health Authority (915)212-0200
K. Nicole Cote, Managing Director (915) 212-1092

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 8 - Nurture and Promote a Healthy, Sustainable Community

SUBGOAL: 8.1 Deliver prevention, intervention and mobilization services to promote a healthy, productive and safe community

SUBJECT:
Request that the Managing Director of the Purchasing & Strategic Sourcing Department be authorized to issue a Purchase Order(s) to Hologic Sales and Services, LLC, the sole distributor for the Hologic Testing Supplies for Public Health Department for a term of three (3) years for an estimated amount of $225,000.00, with the stipulation that the vendor provides an updated sole source letter and affidavit each year. This contract will allow the Public Health Department to purchase associated kits, assays and reagents for their Panther instrument system.

BACKGROUND / DISCUSSION:
The items in this request are necessary to carry out diagnostic testing for all divisions and programs within Public Health. This testing is conducted in compliance with the guidelines and regulations established by the Centers for Disease Control (CDC) and the Texas Department of State Health Sciences (DSHS). The Department of Public Health requires specific items for diagnostic testing purposes. These items could include medical equipment, laboratory supplies, or other resources necessary to conduct tests accurately and efficiently. These diagnostic tests aim to assess individuals' health conditions within different divisions of Public Health and across the city and county of El Paso.

SELECTION SUMMARY:
Hologic, Inc is the sole source for the Panther instrument system supplies. The assays have been validated for use with the Panther system. The firmware in the Panther system is necessary and unique to Hologic the sole source of this firmware. Hologic does not sell through dealers or distributors in the U.S. All sales are made directly to end users.

CONTRACT VARIANCE:
There is no variance, estimated amount remains the same.

PROTEST
N/A

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
Amount: $225,000.00
Funding Source: General Fund
Account: 531120-341-1000-41130

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___NO

PRIMARY DEPARTMENT: Public Health Department

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

**********REQUIRED AUTHORIZATION**********

DEPARTMENT HEAD:



Hector I. Ocaranza, MD, - Interim Director/Health Authority

COUNCIL PROJECT FORM
(Sole Source)

**********POSTING LANGUAGE BELOW**********

Please place the following item on the **CONSENT AGENDA** for the Council Meeting of **June 20, 2023.**

STRATEGIC GOAL: No. 8: Nurture and Promote a Healthy, Sustainable Community

The linkage to the Strategic Plan is subsection 8.1 Deliver prevention, intervention and mobilization services to promote a healthy, productive and safe community.

Request that the Managing Director of the Purchasing & Strategic Sourcing Department be authorized to issue a Purchase Order(s) to Hologic Sales and Services, LLC, the sole distributor for the Hologic Testing Supplies for Public Health Department for a term of three (3) years for an estimated amount of $225,000.00, with the stipulation that the vendor provides an updated sole source letter and affidavit each year. This contract will allow the Public Health Department to purchase associated kits, assays and reagents for their Panther instrument system.

Contract Variance:
There is no variance, estimated amount remains the same.

Department:	Public Health
Vendor:	Hologic Sales and Services, LLC Marlborough, MA
Initial Term:	3 years
Annual Estimated Award:	$75,000.00 (1 year)
Total Estimated Award:	$225,000.00 (3 years)
Account No.:	531120-341-1000-41130
Funding Source:	General Fund
District(s):	All
Reference No.	2023-0520

This is a Sole Source, unit price contract.

The Purchasing & Strategic Sourcing and the Public Health Departments recommend award as indicated to Hologic Sales and Services, LLC the sole distributor for Hologic Testing Supplies.

1108

PURCHASING & STRATEGIC SOURCING DEPARTMENT

SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Peter P. Dunne. I am over the age of 18, have never been of a convicted crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Hologic Sales and Service, LLC
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s): Supply Program for Molecular Testing Reagents and Supplies
4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. **Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuation of any/all business with the City of El Paso.**

See Attached.

Signature

SUBSCRIBED AND SWORN to before me on this _____ day of _____

NOTARY PUBLIC

PRINTED NAME

MY COMMISSION EXPIRES

COMPANY NAME: Hologic Sales and Service, LLC

ADDRESS, CITY, S TATE & ZIP CODE 10210 Genetic Center Drive, San Diego, CA 92121

PHONE: 800-442-9892 FAX NUMBER: 800-409-7591

CONTACT NAME AND TITLE: Steve Veit, Account Executive

WEB ADDRESS: www.hologic.com EMAIL: steve.veit@hologic.com

FEDERAL TAX ID NUMBER: 54-2074352 TEXAS SALES TAX NUMBER:

1109

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)

On May 17, 2023 before me, Tracy R. Koetter,
Date *Here Insert Name and Title of the Officer*

personally appeared Peter P. Dunne,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

TRACY R. KOETTER
Notary Public - California
San Diego County
Commission # 2320824
My Comm. Expires Feb 8, 2024

Signature Tracy R. Koetter
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Sole Source Affidavit Document Date: 5-17-2023
Number of Pages: 1 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Peter P. Dunne	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General IRC
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☒ Other: _____	☐ Other: _____
Signer Is Representing: Hologic	Signer Is Representing: _____

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May 4, 2023

To Whom It May Concern:

This letter is to verify that Hologic Sales and Service, LLC ("Hologic") is the sole source of the instrument system, assay kits, and associated kits and reagents listed below.

Instrument System

Cat. #303095 Panther® System

Assay Kits for Use on the Instrument System

Cat. #303094/PRD-05571 Aptima Combo 2® Assay Kit – Panther System (250 test kit) and Cat. #302923/PRD-05576 Aptima Combo 2 Assay Kit – Panther System (100 test kit) for the detection of *Chlamydia trachomatis and Neisseria gonorrhoeae*
Cat. #303585 Aptima HPV Assay Kit – Panther System (250 test kit) and Cat. #303570 Aptima HPV Assay Kit – Panther System (100 test kit) for the detection of human papillomavirus (HPV)
Cat. #303537 Aptima *Trichomonas vaginalis* Assay Kit – Panther System (250 test kit) and Cat. #303536 Aptima *Trichomonas vaginalis* Assay Kit – Panther System (100 test kit) for the detection of *T. vaginalis*
Cat. #PRD-04037-D Aptima Zika Virus Assay, Kit – Panther System (1000 test kit)*
Cat. #PRD-03565 Aptima HIV-1 Quant DX Assay, Kit – Panther System (100 test kit)
Cat. #PRD-03705 Aptima HCV Quant DX Assay, Kit – Panther System (100 test kit)
Cat. #PRD-03568 Aptima HSV 1 & 2 Assay, Kit – Panther System (100 test kit)
Cat. #PRD-03868 Aptima HBV Quant Assay, Kit – Panther System (100 test kit)
Cat. #PRD-03919 Aptima Mycoplasma genitalium Assay, Kit, Panther System (100 test kit)
Cat. #PRD-05186 Aptima BV Assay, Kit – Panther System (100 test kit)
Cat. #PRD-05189 Aptima CV/TV Assay Kit – Panther System (100 test kit)
Cat. #PRD-06419 Aptima SARS-CoV-2 Assay Kit—Panther System (250 test kit)**
Cat. #PRD-06815 Aptima SARS-CoV-2/Flu Assay Kit – Panther System (250 test kit)±

The Aptima assays have been validated for use with the Panther system. The firmware in the Panther system is necessary for running the Aptima assays and is unique to Hologic. Hologic is the sole source of this firmware.

Kits and Reagents Associated with the Assay Kits

The following kits and reagents were developed and qualified to be used with the Aptima assays and may include proprietary technology. Hologic is the sole source of these kits and reagents.

Cat. #301040 Aptima Urine Specimen Collection Kit for Male and Female Urine Specimens
Cat. #301041 Aptima Unisex Swab Specimen Collection Kit for Endocervical and Urethral Swab Specimens
Cat. #PRD-03546 Aptima Multi-test Swab Specimen Collection Kit

Cat. #105575 Aptima Urine Specimen Transport Tubes for Male and Female Urine Specimens
Cat. #301154C Aptima Specimen Transfer Kit
Cat. #301048 Aptima Auto Detection Reagent Kit
Cat. #301110 Aptima Controls Kit
Cat. #303001 Aptima Assay Fluids Kit
Cat. #303000 Aptima Auto Detect Kit
Cat. #303096 Panther System Run Kit
Cat. #303085 Advanced Cleaning Solution
Cat. #303099 Panther System Start-Up kit
Cat. #PRD-03455 Panther Run Kit for Real Time Assays (for real time assays only)
Cat. #PRD-06420 Aptima SARS-CoV-2 Assay Controls
Cat. #PRD-03836 Universal Panel A
Cat. #PRD-06506 Aptima SARS-CoV-2 Assay Panel C
Cat. #PRD-04339 Specimen Lysis Tube Bag
Cat. #PRD-06554 Solid Cap Specimen Lysis Tube Bag
Cat. #PRD-06997 Direct Load Tube
Cat. #PRD-06952 Direct Load Capture with Floq Swab
Cat. #PRD-06816 Aptima SARS-CoV-2/Flu Assay Controls
Cat. #PRD-06817 Aptima SARS-CoV-2/Flu Panel B

Hologic does not sell through dealers or distributors in the U.S. All sales are made directly to end users.

U.S. patents covering the Panther system and associated assay kits, reagents, and consumables can be found at https://www.hologic.com/IP.

If you have any questions or require additional information, please call Hologic Customer Service at 1.800.442.9892.

Sincerely,



Jennifer Schneiders, PhD
President, Diagnostic Solutions
Diagnostic Solutions

**The U.S. Food and Drug Administration (FDA) has issued an Emergency Use Authorization (EUA) to authorize the use of the Aptima Zika Virus Assay on the Panther System for the in vitro qualitative detection of RNA from Zika virus in human serum and plasma specimens. This EUA will terminate when the Secretary of Health and Human Services' declaration terminates unless the FDA revokes the EUA sooner. The Customer acknowledges and agrees that the Aptima Zika Virus Assay is only available for sale and use while the EUA is in effect. Hologic reserves the right to discontinue the Aptima Zika Virus Assay product at any time.*

*** The U.S. Food and Drug Administration (FDA) has issued an Emergency Use Authorization (EUA) to authorize the use of the Aptima SARS CoV-2 assay on the Panther System by authorized laboratories for the detection of nucleic acid from SARS-CoV-2 virus only and not for any other viruses or pathogens. The Aptima SARS CoV-2 assay is only authorized for the duration of the declaration that circumstances exist justifying the authorization of emergency use of in vitro diagnostic tests for detection and/or diagnosis of COVID-19 under Section 564(b)(1) of the Act, 21 U.S.C. § 360bbb-3(b)(1), unless the authorization is terminated or revoked sooner. The Aptima SARS CoV-2 assay has not been FDA cleared or approved. The Customer acknowledges and agrees that the Aptima SARS CoV-2 assay is only available for sale and use while the EUA is in effect. Hologic reserves the right to discontinue the Aptima SARS CoV-2 assay product at any time.*

±The U.S. Food and Drug Administration (FDA) has issued an Emergency Use Authorization (EUA) to authorize the use of the Aptima SARS CoV-2/Flu assay on the Panther and/or Panther Fusion System. This product has not been FDA cleared or approved, but has been authorized for emergency use by FDA under an EUA for use by authorized laboratories. This product has been authorized only for the detection of nucleic acid from SARS-CoV-2, Flu A, and/or Flu B, not for any other viruses or pathogens. The emergency use of this product is only authorized for the duration of the declaration that circumstances exist justifying the authorization of emergency use of in vitro diagnostics for detection and/or diagnosis of COVID-19 under Section 564(b)(1) of the Federal, Food, Drug, and Cosmetic Act, 21 U.S.C. § 360bbb-3(b)(1), unless the declaration is terminated or authorization is revoked sooner. The Customer acknowledges and agrees that the Aptima SARS CoV-2/Flu assay product and pricing is only available for sale and use while the EUA is in effect. Hologic reserves the right to discontinue the Aptima SARS CoV-2/Flu assay product at any time.

File #: 23-899, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

All Districts
City Manager's Office, Mario D'Agostino, (915) 212-1063

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action on an Emergency Ordinance extending Emergency Ordinance No. 019333 authorizing the City Manager to assign personnel and resources to assist in addressing the humanitarian and public safety crisis resulting from a mass migration through El Paso.

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: **June 20, 2023**
PUBLIC HEARING DATE: **June 20, 2023**

CONTACT PERSON NAME AND PHONE NUMBER: DCM, Mario M. D'Agostino, (915) 212-1069

DISTRICT(S) AFFECTED: **All Districts**

STRATEGIC GOAL: Goal 2. Set the Standard for a Safe and Secure City
SUBGOAL: 2.1 Maintain standing as one of the nation's top safest cities

SUBJECT:
Discussion and action on an Emergency Ordinance extending Emergency Ordinance No. 019333 authorizing the City Manager to assign personnel and resources to assist in addressing the humanitarian and public safety crisis resulting from a mass migration through El Paso.

BACKGROUND / DISCUSSION:
On December 27, 2022 the United States Supreme Court issued an order allowing the injunction to remain in place until further review of the case can be carried out. The Biden administration ended the COVID-19 public health emergency on May 11, 2023 ending all use of Title 42 as a mechanism to control the border.

PRIOR COUNCIL ACTION:
On May 23, 2022, the Mayor and City Council of the City of El Paso (the "City") passed an Emergency Ordinance No. 019333 "Authorizing the City Manager to Assign Personnel and Resources to Assist in Addressing the Humanitarian and Public Safety Crisis Resulting from a Mass Migration through the City of El Paso".

AMOUNT AND SOURCE OF FUNDING:
None.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐NO

PRIMARY DEPARTMENT: **City Manager's Office**

SECONDARY DEPARTMENT: **Fire**

*********************REQUIRED AUTHORIZATION*********************

DEPARTMENT HEAD:



ORDINANCE NO. _____

AN EMERGENCY ORDINANCE EXTENDING EMERGENCY ORDINANCE NO. 019333 AUTHORIZING THE CITY MANAGER TO ASSIGN PERSONNEL AND RESOURCES TO ASSIST IN ADDRESSING THE HUMANITARIAN AND PUBLIC SAFETY CRISIS RESULTING FROM A MASS MIGRATION THROUGH EL PASO

WHEREAS, on May 23, 2022, the Mayor and City Council of the City of El Paso (the "City") passed an Emergency Ordinance No. 019333 "Authorizing the City Manager to Assign Personnel and Resources to Assist in Addressing the Humanitarian and Public Safety Crisis Resulting from a Mass Migration through the City of El Paso"; and

WHEREAS, thousands of migrants from Latin America gathered at or near the U.S.-Mexico border in hopes that President Biden would ease immigration restrictions that will make it easier to enter the United States; and

WHEREAS, the Biden administration ended the COVID-19 public health emergency on May 11, 2023 ending all use of Title 42 as a mechanism to control the border; and

WHEREAS, on the eve of the expiration of Title 42, there were an estimated 152,000 migrants in northern Mexico with approximately 60,000 in the State of Chihuahua, and 35,000 in Ciudad Juarez according to U.S. federal statistical records; and

WHEREAS, the Southwest had 182,114 land border encounters in the month of April, 2023; and

WHEREAS, the El Paso sector of U.S. Customs and Border Patrol ("CBP") had 41,894 land border encounters in the month of April, 2023 and a total of 307,463 encounters for federal fiscal year 2023; and

WHEREAS, when the CBP Central Processing Center is over capacity and the non-governmental organizations (NGOs) space is unavailable, that is when the potential for street releases arises; and

WHEREAS, CBP has released many migrants onto downtown streets leaving many migrants without shelter; and

WHEREAS, in the month of May 2023, approximately 2,612 migrants have been released into the community weekly; and

WHEREAS, in response to the street releases, the El Paso City-County Office of Emergency Management ("OEM") reallocated twenty-nine COVID-19 Operations staff to assist

as migrant shelter surge staff, and on May 17, 2022, this staff began orientation training at Casa del Refugiado, the NGO's largest hospitality site; and

WHEREAS, OEM has created a job specification, for general disaster operations to include humanitarian relief duties to hire and assign staff to assist with NGO capacity with over 40 staff currently assigned; and

WHEREAS, beginning in late August 2022, the El Paso sector experienced a surge of over 2,000 migrants presenting themselves daily to CBP, primarily made up of unsponsored single adults from Venezuela, resulting in over 1,000 street releases by CBP; and

WHEREAS, in the Fall of 2022, the City expended significant resources to create and staff a Welcome Center to assist with transportation assistance, providing long-distance charter services and over 39,000 meals to over 19,300 migrants through October 20, 2022; and

WHEREAS, due to this high volume, the number of refugees and asylum seekers released to the NGO and the City's Migrant Welcome Center, was over 1,000 on a daily basis; and

WHEREAS, on September 7, 2022, the City and OEM stood up a migrant Welcome Center to assist with transportation assistance providing services and meals to over 19,300 migrants through October 20, 2022, and

WHEREAS, the release of mass groups of people without access to potable water, food, or shelter exposes the migrants and El Paso residents to the origination and spread of potential and actual disease; and

WHEREAS, in response to the number of migrants arriving at the border, on January 5, 2023, the Department of Homeland Security created a humanitarian parole program for migrants from Cuba, Haiti, and Nicaragua similar to the program already available to Venezuelans; and

WHEREAS, on January 8, 2023, President Biden visited the border to assess the situation in part because the number of migrants has gained the attention of the media and national leadership; and

WHEREAS, there are significant public safety and security concerns related to the wave of migration, including but not limited to the risk to injury or loss of life with migrants in El Paso streets with little or no resources on days that reach hot or cold temperatures and the inherent risks that come with increased demand on local shelters; and

WHEREAS, on March 12, 2023, border officials barricaded and closed down the Paso

del Norte bridge due to a breach of public safety involving hundreds of migrants present on the bridge due to rumors about the relaxation of immigration restrictions circulated on social media sites; and

WHEREAS, for these reasons, the City is faced with the imminent threat of widespread injury or loss of life resulting from a surge in transient migrants traveling to the region; and

WHEREAS, there is the potential for loss of property for both residents and migrants due to those who would take financial advantage of this wave of migrants; and

WHEREAS, the Director of Aviation has the authority, as granted by the El Paso City Council, to manage the day-to-day operation of the El Paso International Airport ("EPIA") and to ensure that those operations are conducted in compliance with the rules and regulations regarding airports under Title 14 of the Code of Federal Regulations, Chapter 22 of the Texas Transportation Code, and Title 14 of the El Paso City Code, as well as federal, state, and local health and safety regulations to ensure the health, safety, and welfare of all occupants and travelers making use of EPIA facilities; and

WHEREAS, EPIA in recent past, became saturated with migrants awaiting air travel and could need to take measures to preserve the health and safety of its customers, employees and the public, as well as measures to secure its facilities as the demand for air travel increases exponentially; and

WHEREAS, the City of El Paso is home to 4 international ports of entry between Texas and Mexico; and

WHEREAS, based on mass migration events in the recent past, the City anticipates significant delays at the international ports-of-entry to include trade; and

WHEREAS, the encampment of large groups of migrants on City rights of way, parks and other City property has led to street closure and cessation of the streetcar service; and

WHEREAS, in awaiting the due support of the federal government, the City finds that the expenditure of public funds for staff to coordinate resources and supplies, serve as shelter surge staff and transport migrants released in the City of El Paso accomplishes a valid public purpose of protecting public infrastructure, and protecting the health, safety and welfare of the citizens of El Paso; and

WHEREAS, in order to protect the health of persons in the municipality, the City Council wishes to continue to assist the local NGO with surge staff, coordination of resources and

supplies, and transportation in light of the continued high number of community releases; and

WHEREAS, OEM and the City have and will continue to prepare and evaluate the need for mass emergency sheltering thanks to the expiration of Title 42 and other regional migration surges that may impact the El Paso region; and

WHEREAS, the El Paso City Charter Section 3.10, allows for the adoption of one or more emergency ordinances to meet a public emergency affecting life, health, property, or the public peace; and

WHEREAS, Section 121.003 of the Texas Health & Safety Code states that a municipality may enforce any law that is reasonably necessary to protect public health; and

WHEREAS, Section 122.006 of the Texas Health & Safety Code provides home-rule municipalities express authority to adopt rules to protect the health of persons in the municipality, including quarantine rules to protect the residents against communicable disease; and

WHEREAS, this Ordinance shall remain in effect until otherwise terminated, re-enacted, superseded by a conflicting ordinance, El Paso Local Health Authority Ordinance, state or federal law, or repealed automatically as of the 31st day following the date on which it was adopted unless re-enacted pursuant to City Charter Section 3.10.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. That the Emergency Ordinance No. 019333 passed and adopted by the City Council of the City of El Paso on May 23, 2022 is hereby re-enacted and shall continue for thirty (30) days unless re-enacted in accordance with City Charter Section 3.10 or until terminated by City Council, whichever is sooner.

2. This ordinance is adopted as an emergency measure with the unanimous vote of the City Council Representatives present and the consent of the Mayor and pursuant to City Charter Section 3.10.

(Signature begin on Following Page)

PASSED AND ADOPTED, this ___ day of June, 2023.

THE CITY OF EL PASO, TEXAS

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Karla M. Nieman
City Attorney

APPROVED AS TO CONTENT:

Mario M. D'Agostino, Deputy City Manager
Public Health & Safety



Migration Update

Ongoing Efforts

EPA TX
CITY OF EL PASO

1120

2022-2023 Community Release Statistics

Month	Daily	Weekly	Month
August	300-350	2,500	9,226
Sept	600-900	6,100+	21,610
Oct	300-1,200	3,600-6,800	21,832
Nov	600-1,000	5,400+	22,270
Dec	500-1,700	3,500-10,000	30,600
Jan	200	1,400	5,980
February	200	1,400	5,671
March	200	1,400	5,966
April	250	1,750	7,588
May	200-1,100	1,400-4,500	13,108
June	200	1,400	2,400

Migrant Crisis – T42 Incident Action Planning

3

1. Coordination
2. Sheltering
3. Transportation
4. Public Health
5. Healthcare System
6. Public Information
7. Security and Intelligence
8. Cost Recovery

Cost Recovery

	Estimated Costs	Advancement/ Reimbursement Status	Total Pending Reimbursement
3rd Quarter (July - Sept)	$5.13 million	$3.76 million Submitted on 11/4/2022 Received on 12/21/2022	$1.37 million
4th Quarter (through Dec 31)	$5.2 million	$2 million (received on 10/12/2022) $6 million (received on 12/30/2022)	Completed
1st Quarter (Jan – Mar)	$1.5 million	$4.4 million (received on 1/11/2023) $600K (received on 1/11/23) $9.56 million (received on 3/21/2023)	Pending
2nd Quarter (Apr – June)	$51K	$12.5 million (notified on 5/5/2023)	Pending
Total	$11.88 million	$39.0 million	$1.37 million

4 *All costs provided are estimates until expenses have been finalized as part of a reimbursement application/final report.

Mission

Deliver exceptional services to support a high quality of life and place for our community

Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

Values

Integrity, Respect, Excellence, Accountability, People

File #: 23-900, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

All Districts
City Manager's Office, Mario D'Agostino, (915) 212-1069

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action on an Emergency Ordinance extending Emergency Ordinance No. 019485 due to a humanitarian, security, and economic crisis resulting from a mass migration through El Paso.

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: **June 20, 2023**
PUBLIC HEARING DATE: **June 20, 2023**

CONTACT PERSON NAME AND PHONE NUMBER: DCM, Mario M. D'Agostino, (915) 212-1069

DISTRICT(S) AFFECTED: **All Districts**

STRATEGIC GOAL: Goal 2. Set the Standard for a Safe and Secure City
SUBGOAL: 2.1 Maintain standing as one of the nation's top safest cities

SUBJECT:
Discussion and action on an Emergency Ordinance extending Emergency Ordinance No. 019485 due to a humanitarian, security, and economic crisis resulting from a mass migration through El Paso.

BACKGROUND / DISCUSSION:
On May 11, 2023 Title 42 was lifted and the Federal Government continues to anticipate a significant increase in the flow of migrants through our area. The City of El Paso has determined that extraordinary measures must be taken to protect all people in and coming through the City. Pursuant to City Charter Section 3.10, every emergency ordinance shall stand repealed automatically as of the 31st day following the date on which it was adopted, but may be re-enacted to continue a Disaster Declaration.

PRIOR COUNCIL ACTION:
On May 8, 2023 the El Paso City Council of passed Emergency Ordinance No. 019485 "Due to a Humanitarian, Security, and Economic Crisis Resulting from a Mass Migration through the City of El Paso (the "City").

AMOUNT AND SOURCE OF FUNDING:
None.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐NO

PRIMARY DEPARTMENT: **City Manager's Office**

SECONDARY DEPARTMENT: **Fire**

*********************REQUIRED AUTHORIZATION*********************

DEPARTMENT HEAD:



ORDINANCE NO. _____

AN EMERGENCY ORDINANCE
EXTENDING EMERGENCY ORDINANCE NO. 019485 DUE TO A HUMANITARIAN, SECURITY, AND ECONOMIC CRISIS RESULTING FROM A MASS MIGRATION THROUGH EL PASO

WHEREAS, on May 8, 2023 the El Paso City Council of passed Emergency Ordinance No. 019485 "Due to a Humanitarian, Security, and Economic Crisis Resulting from a Mass Migration through the City of El Paso (the "City"); and

WHEREAS, for federal fiscal year 2023, Southwest encounters were at 1,234,930 of which 500,130 were Title 42; and

WHEREAS, the El Paso sector of CBP had 41,894 land border encounters in the month of April, 2023; and

WHEREAS, thousands of migrants from Latin America gathered at or near the U.S.- Mexico border awaiting processing after Title 42, which is a COVID-19 era mechanism, ended along with the expiration of the Public Health Emergency for COVID-19; and

WHEREAS, prior to the expiration of Title 42, there were an estimated 152,000 migrants in northern Mexico with approximately 60,900 in the State of Chihuahua, and 35,000 in Ciudad Juarez according to U.S. federal statistical records; and

WHEREAS, DHS has created an immigration benefit through which migrants from certain nations can request asylum and be paroled into the country; and

WHEREAS, upon the migrants' arrival into the United States, they are held by CBP who processes, sets for hearing and then releases migrants onto El Paso streets with little to no resources; and

WHEREAS, the number of migrants in need of shelter has exceeded the shelter space available through local, state, and federal partnerships; and

WHEREAS, the City lacks an extensive transportation infrastructure to facilitate the movement of migrants out of the region further increasing demand on shelters; and

WHEREAS, state and federal infrastructure and support is critical to support local efforts to effectively and safely care for mass groups of migrants entering the City; and

WHEREAS, U.S. Customs and Border Protection (CBP) has surged its personnel and resources along the southern border to increase processing capacity to ensure a humane environment for those being processed; and

WHEREAS, the primary challenge for the non-governmental organizations (NGOs) assisting in the effort is that the NGO's do not have the volunteer base to sustain or increase current capacity at their current hospitality sites; and

WHEREAS, the Office of Emergency Management has created a job specification, for general disaster operations to include humanitarian relief duties to hire and assign staff to assist with migrant operations; and

WHEREAS, in the Fall of 2022, the City expended significant resources to create and staff a Welcome Center to assist with transportation assistance, providing long-distance charter services and over 39,000 meals to over 19,300 migrants through October 20, 2022; and

WHEREAS, the number of migrants released into the community has been as high as 1,700 in a single day; and

WHEREAS, the volume of migrants at the border and released into the United States has gained the attention of international and national media; and

WHEREAS, there are significant public safety and security concerns related to the wave of migration, including but not limited to the risk to injury or loss of life with migrants in El Paso streets with little or no resources on days that reach extremely high or freezing low temperatures and the inherent risks that come with increased demand on local shelters; and

WHEREAS, donations to the migrants from the public are best received at the assisting NGOs and shelters in lieu of delivery to spaces where migrants gather; and

WHEREAS, additional shelter space is being prepared for the thousands of migrants released into the community; and

WHEREAS, camping in public spaces is prohibited under Section 48.05 of the Texas Penal Code; and

WHEREAS, the City is faced with the imminent threat of widespread injury or loss of life resulting from a surge in transient migrants traveling to the region; and

WHEREAS, there is potential for loss of property for both residents and migrants due to those who would take advantage of this wave of migrants; and

WHEREAS, in recent months, the El Paso International Airport became saturated with migrants awaiting air travel and shelter, and the City of El Paso may need to take measures to preserve the health and safety of its

customers, employees and the public, as well as measures to secure, clean and comply with all related legal requirements regarding its facilities as the demand for air travel can increase exponentially; and

WHEREAS, the City of El Paso is home to 4 of the 28 international ports of entry between Texas and Mexico; and

WHEREAS, based on mass migration events in the recent past including protests and closures of the international bridges, the City has experienced several significant delays at the international ports-of-entry to include trade delays; and

WHEREAS, the City of El Paso has determined that extraordinary measures must be taken to protect all people in and coming through the City; and

WHEREAS, City Charter Section 3.10 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, pursuant to City Charter Section 3.10, every emergency ordinance shall stand repealed automatically as of the 31st day following the date on which it was adopted, but may be re-enacted to continue a Disaster Declaration; and

WHEREAS, the condition necessitating the declaration of a state of disaster continues to exist.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF EL PASO, TEXAS:

1. That an emergency exists as described in clear and specific terms in the recitals above, which are incorporated herein.
2. That the state of disaster proclaimed for the City of El Paso by the Mayor on May 8, 2023 and extended by unanimous vote of City Council shall continue for thirty (30) days unless re-enacted in accordance with City Charter Section 3.10 or until terminated by order of the City Council, whichever is sooner.
3. This ordinance is adopted as an emergency measure with the unanimous vote of the City Council Representatives present and the consent of the Mayor and pursuant to City Charter Section 3.10 and is effective upon adoption.

(Signatures begin on Following Page)

PASSED AND ADOPTED, this ____ day of June, 2023.

THE CITY OF EL PASO, TEXAS

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Karla M. Nieman
City Attorney

APPROVED AS TO CONTENT:

Mario M. D'Agostino, Deputy City Manager
Public Health & Safety

ORDINANCE NO. _____
HQ: #23-679-Fire | TRAN495071 | Emergency Ordinance extending Emergency ORD No. 019485 (June)/May 2023 Migrant Crisis/JF/CLA

File #: 23-716, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Economic and International Development, Karina Brasgalla, (915) 212-1570
Economic and International Development, Elizabeth Triggs, (915) 212-0094

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance amending Title 20 (Zoning), Chapter 20.02 (General Provisions and Definitions), Article II (Definitions); Title 20 (Zoning), Chapter 20.16 (Screening and Fencing), 20.16.030 (Permitted Walls), Subsection B; Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 4.00 (Office & Research Services); Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 5.00 (Manufacturing, Processing & Assembling); Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 11.00 (Recreation, Amusement & Entertainment); Title 20 (Zoning), Appendix C (Table of Parking Requirements and Standards), Table 4.00 (Office & Research Services); Title 20 (Zoning), Appendix C (Table of Parking Requirements and Standards) of the El Paso City Code to establish definitions for uses; clarify requirements; update the table of permissible uses; update the table of parking requirements and standards.

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: May 23, 2023
PUBLIC HEARING: June 21, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER: Karina Brasgalla, (915) 212-1570; Elizabeth Triggs, (915) 212- 0094

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 1 - Create an Environment Conducive to Strong, Sustainable Economic Development.

SUBGOAL: 1.6 Provide business-friendly permitting and inspection processes

SUBJECT:
An Ordinance amending Title 20 (Zoning), Chapter 20.02 (General Provisions and Definitions), Article II (Definitions); Title 20 (Zoning), Chapter 20.16 (Screening and Fencing), 20.16.030 (Permitted Walls), Subsection B; Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 4.00 (Office & Research Services); Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 5.00 (Manufacturing, Processing & Assembling); Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 11.00 (Recreation, Amusement & Entertainment); Title 20 (Zoning), Appendix C (Table of Parking Requirements and Standards), Table 4.00 (Office & Research Services); Title 20 (Zoning), Appendix C (Table of Parking Requirements and Standards) of the El Paso City Code to establish definitions for uses; clarify requirements; update the table of permissible uses; update the table of parking requirements and standards.

BACKGROUND / DISCUSSION:
The Economic and International Development Department, in coordination with Planning and Inspections, proposes several amendments to Title 20 – Zoning of the El Paso City Code. These Code amendments will support key Economic Development Initiatives in the focus areas of Advanced Manufacturing, Advanced Logistics, Destination Entertainment, and Redevelopment. The proposed changes will clarify existing regulations and policies, fill in gaps and overall improve speed to market.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
N/A

*********************REQUIRED AUTHORIZATION**********************

DEPARTMENT HEAD: _____

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Revised 04/09/2021

Economic & International Development

MAYOR
Oscar Leeser

CITY COUNCIL

District 1
Brian Kennedy

District 2
Alexsandra Annello

District 3
Cassandra Hernandez

District 4
Joe Molinar

District 5
Isabel Salcido

District 6
Art Fierro

District 7
Henry Rivera

District 8
Chris Canales

CITY MANAGER
Tommy Gonzalez

May 4, 2023

Members of the City Plan Commission,

The Economic and International Development Department, in coordination with Planning and Inspections, proposes several amendments to Title 20 – Zoning of the El Paso City Code. These Code amendments will support key Economic Development Initiatives in the focus areas of Advanced Manufacturing, Advanced Logistics, Destination Entertainment, and Redevelopment. The proposed changes will clarify existing regulations and policies, fill in gaps and overall improve speed to market.

Background – Advanced Manufacturing
Plastics manufacturing is not an activity well fleshed out in our zoning code. A classification of "Plastic products manufacturing" exists beginning at M-2 but has no definition applied to it, which results in no differentiation in intensities. The Advanced Manufacturing District will require a level of plastics manufacturing, anticipated specifically with additive manufacturing processes taking a controlled amount of base material directly into a final product. The 601 Corridor will likely find interest in plastics finishing or assemblage.

Proposed Changes

- Provide a definition to the existing use "Plastic products manufacturing" which is currently only available beginning in M-2
- Differentiate between an intensive and less intensive application, by adding a new "Plastic products finishing" use
- Update Appendix A to add the heavier "Plastic products manufacturing" by Special Permit in M-1
- Update Appendix A to add the lighter "Plastic products finishing" by right in M-1
- Remove "Computer electronic product assembly" from Appendix A, as it conflicts with the identical "Computer product manufacturing"

Background – Advanced Logistics
Texas is a growing data center market and El Paso is well-positioned to attract this type of investment. Research of comparable markets shows that relatively few local zoning codes define and regulate data centers. According to the American Planning Association (APA), some localities lack the process to allow, or issue a permit for, data centers altogether. The APA proposes making data centers a distinct use in order to ensure clearly defined zoning requirements among City staff, Council, and stakeholders. Unclear zoning requirements can result in ad hoc use determinations and slow down the application/review process. The current definition for Data processing center does not capture the scale or intensity of the contemporary industry model. To prevent confusion and inappropriate

Economic & International Development

MAYOR
Oscar Leeser

CITY COUNCIL

District 1
Brian Kennedy

District 2
Alexsandra Annello

District 3
Cassandra Hernandez

District 4
Joe Molinar

District 5
Isabel Salcido

District 6
Art Fierro

District 7
Henry Rivera

District 8
Chris Canales

CITY MANAGER
Tommy Gonzalez

Proposed Changes

- Provide a definition for “Data processing center (hyperscale)” to reflect current industry standards and differentiate this higher intensity use
- Add definition for Security fence
- Add Section 20.16.030.B.3 to specify that Security fences shall not exceed twelve feet (12’) in height
- Update Appendix A to allow “Data processing center (hyperscale)” by right in C-4, M-1, M-2; via MZP in IM-U
- Revise parking calculations to reflect best practices and the unique configuration potential of hyperscale data center uses

Background – Destination Entertainment

As part of the City’s commitment to support a high quality of life and provide exceptional recreational and cultural activities, we have developed an attraction strategy for the Destination Entertainment sector. Destination entertainment venues provide an economic benefit to their communities and can be used in concert with reinvestment strategies to spur growth. Aquariums provide family-friendly activities that double as centers for animal rescue, care and rehabilitation, scientific research, education and conservation.

Proposed Changes

- Provide a definition for “Aquarium”
- Update Appendix A to add “Aquarium” by right in C-3, C-4, and C-5; via MZP in GM-U

Background - Redevelopment

Currently “Brewery” is listed in Appendix A, but has no stand-alone definition, instead being lumped under “Food products manufacturing (other)”. This is confusing for business owners and proprietors. In addition, the use of Brewery in the zoning code is meant for larger scale industrial operations, where the majority of sales are related to production and distribution. Most brewery operations are closer to what the industry refers to as a “brewpub”, a hybrid restaurant-brewery that typically produces beer for sale in an on-site restaurant and bar. Having these uses clearly defined will make it easier for potential businesses to identify permissibility and site restrictions. This will also better align City standards with those of the Texas Alcohol and Beverage Commission.

Proposed Changes

- Provide a definition for “Brewery”
- Provide a definition for “Brewpub”
- Update Appendix A to allow “Brewpub” by right in C-1, C-2, C-3, C-4, C-5; via DSDP in S-D, P-C, and P-I; via MZP in GM-U and IM-U to match the permissibility of bar/restaurant

Karina X Brasgalla
Karina Brasgalla, AICP, CNU-A
Assistant Director, Economic and International Development

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 20 (ZONING), CHAPTER 20.02 GENERAL PROVISIONS AND DEFINITIONS), ARTICLE II (DEFINITIONS); TITLE 20 (ZONING), CHAPTER 20.16 (SCREENING AND FENCING), 20.16.030 (PERMITTED WALLS), SUBSECTION B; TITLE 20 (ZONING), APPENDIX A (TABLE OF PERMISSIBLE USES), TABLE 4.00 (OFFICE & RESEARCH SERVICES); TITLE 20 (ZONING), APPENDIX A (TABLE OF PERMISSIBLE USES), TABLE 5.00 (MANUFACTURING, PROCESSING & ASSEMBLING); TITLE 20 (ZONING), APPENDIX A (TABLE OF PERMISSIBLE USES), TABLE 11.00 (RECREATION, AMUSEMENT & ENTERTAINMENT); TITLE 20 (ZONING), APPENDIX C (TABLE OF PARKING REQUIREMENTS AND STANDARDS), TABLE 4.00 (OFFICE & RESEARCH SERVICES); TITLE 20 (ZONING), APPENDIX C (TABLE OF PARKING REQUIREMENTS AND STANDARDS) OF THE EL PASO CITY CODE TO ESTABLISH DEFINITIONS FOR USES; CLARIFY REQUIREMENTS; UPDATE THE TABLE OF PERMISSIBLE USES; UPDATE THE TABLE OF PARKING REQUIREMENTS AND STANDARDS

THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, the City strives to continuously improve development practices and services to reduce speed-to-market; and,

WHEREAS, the proposed amendment will support key Economic Development Initiatives in the focus areas of Advanced Manufacturing, Advanced Logistics, Destination Entertainment, and Redevelopment; and,

WHEREAS, the proposed amendment will add definitions for heretofore undefined uses, clarify existing regulations, eliminate redundancy, calibrate permissible uses and parking calculations to align with best practices; and,

WHEREAS, a public hearing regarding the proposed amendment was held before the City Plan Commission, and the Commission recommended approval of the amendment; and,

WHEREAS, the El Paso City Council has determined that this amendment is in the best interest of the public and will promote the public health, safety and welfare of the City;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

SECTION 1. Title 20 (Zoning), Chapter 20.02 (General Provisions and Definitions), Article II (Definitions) is amended to add new Sections to read as follows:

20.02.109 Aquarium. "Aquarium" means an establishment primarily engaged in the preservation and exhibition of live plant and aquatic animal life displays for the benefit of the public.

20.02.1481 Brewpub. "Brewpub" (also taproom) sells 25 percent or more of its beer on-site and may include significant food services and assembly uses. The beer is brewed primarily for sale in the restaurant and bar, and is often dispensed directly from the brewery's storage tanks. Where allowed by law, brewpubs often sell beer to-go and/or distribute to off-site accounts.

20.02.1482 Brewery. "Brewery" or microbrewery means an operator that sells 75 percent or more of its beer off-site. Microbreweries sell to the public by one or more of the following methods: the traditional three-tier system (brewer to wholesaler to retailer to consumer); the two-tier system (brewer acting as wholesaler to retailer to consumer); and directly to the consumer through carry-outs and/or on-site taproom or restaurant sales.

20.02.2881 Data processing center (hyperscale). "Data processing center (hyperscale)" or "Data center (hyperscale)" means one or more data centers and/or other facilities used to house, and in which are operated, maintained and replaced from time to time, computer systems and associated components, such as telecommunications and storage systems, cooling systems, power supplies and systems for managing property performance (including generators and mechanical and electrical yards), and equipment used for the transformation, transmission, distribution and management of electricity (including private substations), internet-related equipment, data communications connections, private communication towers, environmental controls and security devices, structures and site features, as well as certain accessory uses or buildings located on the land and other related or associated uses, buildings or structures such as utility buildings; private utility facilities; office; buildings for support staff; warehousing for logistics, storage and/or other similar uses; cafeteria; guardhouse; diesel storage tanks; fuel storage for emergency generators; water storage tanks; security fencing; and other structures, improvements and appurtenants.

20.02.7241 Plastics products finishing. "Plastics products finishing" includes the production of plastics or rubbers from an intermediate product into a final product, often characterized by a process of additive manufacturing, 3D printing, thermoforming, stamping, polishing, or final assembly.

20.02.7242 Plastics products manufacturing. "Plastics products manufacturing" means the processing of bulk synthetic or organic polymers, rubbers and urethanes into an intermediate or final form but excludes the recycling or remanufacturing of such products.

20.02.8521 Security fence. "Security fence" means a fence not to exceed twelve feet (12') in height and made of decorative aluminum or steel to provide site security around a property and/or to elements within a property.

SECTION 2. Title 20 (Zoning), Chapter 20.16 (Screening and Fencing), 20.16.030 (Permitted walls), Subsection B of the El Paso City Code is amended to add a new subsection 3 that reads as follows:

3. Notwithstanding Subsection B.1, security fences not in excess of twelve feet (12') in height may be erected along or behind any lot line.

SECTION 3. Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 4.00 (Office & research services), is amended as follows:

Add Section 4.055 Data processing center (hyperscale). Use shall be Permitted by right (P) in the C-4, M-1, M-2 districts. Master zoning plan required (Z) in the IM-U district. Use not allowed (X) in all other districts.

SECTION 4. Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 5.00 (Manufacturing, processing & assembling) is amended to delete Section 5.10 (Computer electronic product assembly) in its entirety.

SECTION 5. Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 5.00 (Manufacturing, processing & assembling) is amended as follows:

Add Section 5.065 Brewpub. Use shall be Permitted by right (P) in the C-1, C-2, C-3, C-4 and C-5 districts. Detailed site plan approval required (D) in the S-D, P-C, and P-I districts. Master zoning plan required (Z) in the GM-U and IM-U districts. Use not allowed (X) in all other districts.

SECTION 6. Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 5.00 (Manufacturing, processing & assembling) is amended as follows:

Add Section 5.235 Plastics products finishing. Use shall be Permitted by right (P) in the M-1, M-2, and M-3 districts. Use not allowed (X) in all other districts.

SECTION 7. Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 5.00 (Manufacturing, processing & assembling) Section 5.24 (Plastics products manufacturing) is amended as follows:

Add Special permit required (S) in M-1 districts.

SECTION 8. Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 11.00 (Recreation, amusement & entertainment) is amended as follows:

Add Section 11.055 Aquarium. Use shall be Permitted by right (P) in the C-3, C-4, and C-5 districts. Master zoning plan required (Z) in the GM-U district. Use not allowed (X) in all other districts

SECTION 9. Title 20 (Zoning), Appendix C (Table of Parking Requirements and Standards), Table 4.00 (Office & Research Services), Section 4.05 (Data processing center), Automobile & Light Truck calculations be deleted in their entirety and amended as follows:

Automobile & Light Truck Minimum: 1/150,000 sf GFA Warehouse, plus 1/1,000 sf GFA Office (NOTE 4)

Automobile & Light Truck Maximum: 1/75,000 sf GFA Warehouse, plus 1/500 sf GFA Office (NOTE 4)

SECTION 10. Title 20 (Zoning), Appendix C (Table of Parking Requirements and Standards), be amended to add Note 4 to read as follows:

> **NOTE 4:** For accessory buildings, the minimum required spaces for Warehouse use shall be 1/7,200 sf GFA and the maximum shall be 1/5,000 sf GFA; the minimum required spaces for Office use shall be 1/250 sf GFA and the maximum shall be 1/125 sf GFA

SECTION 11. Except as expressly herein amended, Title 20, Zoning, of the El Paso City Code shall remain in full force and effect.

ADOPTED This ____ day of _____, 2023.

CITY OF EL PASO:

ATTEST:

_____
Oscar Leeser, Mayor

_____
Laura Prine, City Clerk

APPROVED AS TO FORM:

_____
Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Philip Etiwe, Director
Planning and Inspections Department

20.02.109 Aquarium

“Aquarium” means an establishment primarily engaged in the preservation and exhibition of live plant and aquatic animal life displays for the benefit of the public.

20.02.1481 Brewpub

“Brewpub” (also taproom) sells 25 percent or more of its beer on-site and may include significant food services and assembly uses. The beer is brewed primarily for sale in the restaurant and bar, and is often dispensed directly from the brewery’s storage tanks. Where allowed by law, brewpubs often sell beer to-go and/or distribute to off-site accounts.

20.02.1482 Brewery

“Brewery” or microbrewery means an operator that sells 75 percent or more of its beer off-site. Microbreweries sell to the public by one or more of the following methods: the traditional three-tier system (brewer to wholesaler to retailer to consumer); the two-tier system (brewer acting as wholesaler to retailer to consumer); and directly to the consumer through carry-outs and/or on-site taproom or restaurant sales.

20.02.2881 Data processing center (hyperscale).

“Data processing center (hyperscale)”or “Data center (hyperscale)” means one or more data centers and/or other facilities used to house, and in which are operated, maintained and replaced from time to time, computer systems and associated components, such as telecommunications and storage systems, cooling systems, power supplies and systems for managing property performance (including generators and mechanical and electrical yards), and equipment used for the transformation, transmission, distribution and management of electricity (including private substations), internet-related equipment, data communications connections, private communication towers, environmental controls and security devices, structures and site features, as well as certain accessory uses or buildings located on the land and other related or associated uses, buildings or structures such as utility buildings; private utility facilities; office; buildings for support staff; warehousing for logistics, storage and/or other similar uses; cafeteria; guardhouse; diesel storage tanks; fuel storage for emergency generators; water storage tanks; security fencing; and other structures, improvements and appurtenants.

20.02.7241 Plastics products finishing

“Plastics products finishing” includes the production of plastics or rubbers from an intermediate product into a final product, often characterized by a process of additive manufacturing, 3D printing, thermoforming, stamping, polishing, or final assembly.

20.02.7242 Plastics products manufacturing

“Plastics products manufacturing” means the processing of bulk synthetic or organic polymers, rubbers and urethanes into an intermediate or final form but excludes the recycling or remanufacturing of such products.

20.02.8521 Security fence.

“Security fence” means a fence not to exceed twelve feet (12’) in height and made of decorative aluminum or steel to provide site security around a property and/or to elements within a property.

20.16.030 Permitted walls.

A. In residential or apartment districts or for residential or apartment uses in other districts, a screening wall or fence not in excess of eight feet high may be erected around that part of the lot behind the front wall of the main building or behind the front yard line whenever the main building is located further back. A screening wall or fence not in excess of forty-two inches high may be erected in that part of a lot in front of the front line of the main building, except that no screening wall or fence may be more than thirty-six inches high within twenty feet of a street intersection or where visibility of vehicle or pedestrian traffic might be impeded as specified in Section 20.16.060 of this chapter.

For the purposes of this regulation, a wall or fence may exceed the heights set forth in this subsection up to a total height of ten feet, except within twenty feet of a street intersection or where vehicle or pedestrian traffic might be impeded as specified in Section 20.16.060 of this chapter. This provision applies when the vertical surface of the wall or fence above the eight feet or forty-two inches, whichever applies, is not less than seventy-five percent open, and which does not otherwise impede the vision clearance for motor vehicle or pedestrian traffic at intersections or driveway exits. The wall or fence may include wrought-iron fences with or without masonry columns, chain link, picket, split rail and other similar type fences not otherwise prohibited.

B. In commercial, manufacturing and industrial districts.

1. Where storage is a permitted accessory use with screening, and where not otherwise prohibited, a screening wall or fence not in excess of eight feet high may be erected along or behind any lot line; provided, that the following conditions are met:

    a. Where any access driveway is located, the height of such wall or fence shall not exceed forty-two inches in height within ten feet of the street lot line;

    b. The wall or fence shall not exceed forty-two inches in height for visual clearance at other locations as determined by the traffic engineer; and,

c. No screening wall or fence shall be more than thirty-six inches high within twenty feet of a street intersection as specified in Section 20.16.060 of this chapter. 2. Upon written application from the property owner, the zoning administrator may approve an additional four feet of fencing to the above eight foot screening wall or fence provided that the following conditions are met

    a. The fence does not exceed twelve feet in height;

    b. The property is located in a manufacturing or industrial zoning district;

    c. The fence is only utilized as screening for outside storage where fifty percent or more of the property is used for outside storage;

    d. Any screening wall or fence greater than forty-two inches in height along any street frontage shall be located ten feet behind the street lot line;

    e. Where a wall is located ten feet behind the street lot line, the property owner shall provide landscaping within the ten feet, between the wall and the street lot line, based on the requirements of Title 18; and,

    f. The request is reviewed and approved by the traffic engineer for visual clearance at driveways and intersections.

    g. Upon site plan review, the zoning administrator may require additional landscaping as part of the approval. If the zoning administrator denies the request, the property owner may appeal the decision to the city council.

3. Notwithstanding Subsection B.1, security fences not in excess of twelve feet (12') in height may be erected along or behind any lot line.

C. If a wall is proposed to be constructed on a common property line, the written approval of the adjoining property owner must be submitted with the application for a building permit. If the city is the adjoining property owner, written approval of the zoning administrator must be requested and submitted with the application for a building permit.

(Ord. 16653 § 2 (part), 2007)

(Ord. 17191, § 1, 9-15-2009)

	Use	Residential															Commercial						Manufacturing				Special Purpose															Supplemental Standards	Accessory Uses Permitted to Specific Use
		R-1	R-2	R-2A	R-3	R-3A	R-4	R-5	RMH	A-1	A-2	A-3	A-4	A-O	A-3/O	A-M	C-OP	C-1	C-2	C-3	C-4	C-5	Q	M-1	M-2	M-3	R-F	PMD****	S-D**	U-P**	P-RI**	P-RII**	P-C**	P-I**	SRR**	R-MU**	G-MU**	I-MU**	NOS	URD		
4.00 Office & research services																																									
4.01	Automated Teller Machine (ATM)	X	X	X	X	X	X	X	X	X	A	A	A	A	A	A	P	P	P	P	P	P	A	A	A	A	A	X	D	D	X	X	D	A	D	Z	Z	Z		X	§ 20.10.010 § 20.10.020	
4.02	Bank	X	X	X	X	X	X	X	X	X	X	X	X	S	S	X	P	P	P	P	P	P	X	P	P	P	X	X	D	D	X	X	D	D	S	Z	Z	Z		X	§ 20.10.010; § 20.10.020 § 20.10.110	
4.03	Courier & message service	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	P	P	X	X	X	X	X	X	X	X	X	X	D	X	X	X	Z	X		X	§ 20.10.010 § 20.10.020	
4.035	Credit access businesses	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	S	S	S	S	S	S	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	§ 20.10.165	
4.04	Credit union	X	X	X	X	X	X	X	X	X	X	X	X	S	S	X	P	P	P	P	P	P	X	P	P	P	X	X	D	D	X	X	D	D	S	Z	Z	Z		X	§ 20.10.010; § 20.10.020 § 20.10.110	
4.05	Data processing center	X	X	X	X	X	X	X	X	X	X	X	X	P	P	X	P	P	P	P	P	P	X	P	X	X	X	X	D	D	X	X	D	D	X	Z	Z	Z		X	§ 20.10.010 § 20.10.020	
4.055	Data processing center (hyperscale)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	X	X	P	P	X	X	X	X	X	X	X	X	X	X	X	X	Z	X	X	§ 20.10.010 § 20.10.020	
4.06	Employment agency	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	P	P	P	P	X	P	X	X	X	X	D	D	X	X	D	D	X	Z	Z	Z		X	§ 20.10.010; § 20.10.020	
4.07	Financial institution	X	X	X	X	X	X	X	X	X	X	X	X	S	S	X	P	P	P	P	P	P	X	P	P	P	X	X	D	D	X	X	D	D	S	Z	Z	Z		X	§ 20.10.010; § 20.10.020 § 20.10.110	
4.08	Office, administrative & manager's	X	X	X	X	X	X	X	X	S	P	P	P	P	P	X	P	P	P	P	P	P	X	P	P	P	X	A	D	D	A	A	D	D	D	Z	Z	Z		X	§ 20.10.010 § 20.10.020	
4.09	Office, business	X	X	X	X	X	X	X	X	S	S	S	S	P	P	X	P	P	P	P	P	P	X	P	P	P	X	X	D	D	X	X	D	D	S	Z	Z	Z		X	§ 20.10.010 § 20.10.020	
4.10	Office, medical	X	X	X	X	X	X	X	X	S	S	S	S	P	P	X	P	P	P	P	P	P	X	P	P	P	X	X	D	D	X	X	D	D	S	Z	Z	Z		X	§ 20.10.010; § 20.10.020 § 20.10.040	Florist, gift shop, pharmacy and similar uses per Section 20.10.040
4.11	Office, professional	X	X	X	X	X	X	X	X	S	S	S	S	P	P	X	P	P	P	P	P	P	X	P	P	P	X	X	D	D	X	X	D	D	D	Z	Z	Z		X	§ 20.10.010 § 20.10.020	
4.12	Radio broadcasting studio	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	P	P	P	P	X	P	P	P	X	X	D	X	X	X	D	D	X	X	Z	Z		X	§ 20.10.010; § 20.10.020 § 20.10.700	

4.13	Research laboratory	X	X	X	X	X	X	X	X	X	X	X	X	P	P	X	P	P	P	P	P	P	X	P	P	P	X	X	D	X	X	X	D	D	X	X	Z	Z		X	§ 20.10.010 § 20.10.020	
4.14	School, arts & crafts	X	X	X	X	X	X	X	X	X	X	X	X	P	P	X	P	P	P	P	P	P	X	X	X	X	X	X	D	D	X	X	D	X	S	Z	Z	X		X	§ 20.10.010 § 20.10.020	
4.15	Studio, dance	X	X	X	X	X	X	X	X	X	X	X	X	P	P	X	P	P	P	P	P	P	X	X	X	X	X	X	D	D	X	X	D	X	S	Z	Z	X		X	§ 20.10.010 § 20.10.020	
4.16	Studio, music	X	X	X	X	X	X	X	X	X	X	X	X	P	P	X	P	P	P	P	P	P	X	X	X	X	X	X	D	D	X	X	D	X	S	Z	Z	X		X	§ 20.10.010 § 20.10.020	
4.17	Studio, photography	X	X	X	X	X	X	X	X	X	X	X	X	P	P	X	P	P	P	P	P	P	X	X	X	X	X	X	D	D	X	X	D	X	S	Z	Z	X		X	§ 20.10.010 § 20.10.020	
4.18	Telemarketing agency	X	X	X	X	X	X	X	X	X	X	X	X	S	S	X	P	P	P	P	P	P	X	P	P	P	X	X	D	D	X	X	D	D	X	Z	Z	Z		X	§ 20.10.010 § 20.10.020	
4.19	Television broadcasting studio	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	P	P	P	P	X	P	P	P	X	X	D	X	X	X	D	D	X	X	Z	Z		X	§ 20.10.010; § 20.10.020 § 20.10.700	

	Use	Residential															Commercial						Manufacturing				Special Purpose																Supplemental Standards	Accessory Uses Permitted to Specific Use
		R-1	R-2	R-2A	R-3	R-3A	R-4	R-5	RMH	A-1	A-2	A-3	A-4	A-O	A-3/O	A-M	C-OP	C-1	C-2	C-3	C-4	C-5	Q	M-1	M-2	M-3	R-F	PMD****	S-D**	U-P**	P-RI**	P-RII**	P-C**	P-I**	SRR**	R-MU**	G-MU**	I-MU**	NOS	URD		
5.00 Manufacturing, processing & assembling																																										
5.01	Animal food manufacturing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	P	X	X	X	X	X	X	X	D	X	X	X	Z		X	§ 20.10.010 § 20.10.020	
5.02	Animal slaughtery & processing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	S	X	X	X	X	X	X	X	X	X	X	Z		X	§ 20.10.010 § 20.10.020	
5.03	Apparel manufacturing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	X	P	P	P	X	X	X	X	X	X	X	D	X	X	Z	Z		X	§ 20.10.010 § 20.10.020	
5.04	Beverage product manufacturing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	X	X	P	P	P	X	X	X	X	X	X	X	D	X	X	X	Z		X	§ 20.10.010 § 20.10.020	
5.05	Bread & bakery product manufacturing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	X	P	P	P	X	X	X	X	X	X	X	D	X	X	Z	Z		X	§ 20.10.010 § 20.10.020	
5.06	Brewery	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	S	S	S	X	P	P	P	S	X	X	X	X	X	X	D	X	X	Z	Z		X	§ 20.10.010 § 20.10.020	
5.065	Brewpub	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	P	P	P	X	X	X	X	X	X	D	X	X	X	D	D	X	X	Z	Z		X	§ 20.10.010 § 20.10.020	
5.07	Chemical manufacturing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	X	X	X	X	X	X	X	D	X	X	X	Z		X	§ 20.10.010 § 20.10.020	
5.08	Coal products manufacturing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	X	X	X	X	X	X	X	X	X	X	X	X		X	§ 20.10.010 § 20.10.020	
5.09	Commercial & service industry manufacturing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	X	X	P	P	P	X	X	X	X	X	X	X	D	X	X	X	Z		X	§ 20.10.010 § 20.10.020	
~~5.10~~	~~Computer electronic~~ product assembly	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~	~~P~~	~~P~~	~~X~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~	~~D~~	~~X~~	~~X~~	~~X~~	Z	Z		~~X~~	~~§ 20.10.010 § 20.10.020~~	
5.11	Computer product manufacturing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	X	X	P	P	P	X	X	X	X	X	X	X	D	X	X	X	Z		X	§ 20.10.010 § 20.10.020	
5.12	Dairy product processing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	X	X	P	P	P	S	X	X	X	X	X	X	D	X	X	X	Z		X	§ 20.10.010 § 20.10.020	
5.13	Electronic product assembly or manufacturing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	X	X	P	P	P	X	X	X	X	X	X	X	D	X	X	X	Z		X	§ 20.10.010 § 20.10.020	
5.14	Fabricated metal product manufacturing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	X	X	P	P	P	X	X	X	X	X	X	X	D	X	X	X	Z		X	§ 20.10.010 § 20.10.020	

5.15	Food manufacturing, other	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	P	X	X	X	X	X	X	X	D	X	X	X	Z		X	§ 20.10.010; § 20.10.020 § 20.10.350	
5.16	Food preparation or assembly	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	X	P	P	P	P	X	X	X	X	X	X	X	X	X	X	X	Z		X	§ 20.10.010 § 20.10.020	
5.17	Grain & oil seed milling	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	X	X	P	P	P	S	X	X	X	X	X	X	X	X	X	X	Z		X	§ 20.10.010 § 20.10.020	
5.18	Household product manufacturing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	P	X	X	X	X	X	X	X	D	X	X	X	Z		X	§ 20.10.010 § 20.10.020	
5.19	Leather & allied product manufacturing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	X	X	P	P	P	X	X	X	X	X	X	X	D	X	X	X	Z		X	§ 20.10.010 § 20.10.020	
5.20	Machinery manufacturing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	P	X	X	X	X	X	X	X	D	X	X	X	Z		X	§ 20.10.010 § 20.10.020	
5.21	Nonmetallic mineral product manufacturing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	P	X	X	X	X	X	X	X	D	X	X	X	Z		X	§ 20.10.010 § 20.10.020	
5.22	Paper products manufacturing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	X	X	X	X	X	X	X	D	X	X	X	Z		X	§ 20.10.010 § 20.10.020	
5.23	Petroleum products manufacturing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	X	X	X	X	X	X	X	X	X	X	X	X		X	§ 20.10.010 § 20.10.020	
5.235	Plastic products finishing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	P	X	X	X	X	X	X	X	X	X	X	X	X		X	§ 20.10.010 § 20.10.020	
5.24	Plastic products manufacturing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	~~X~~ S	P	P	X	X	X	X	X	X	X	X	X	X	X	X		X	§ 20.10.010 § 20.10.020	
5.25	Primary metal manufacturing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	X	X	X	X	X	X	X	X	X	X	X	X		X	§ 20.10.010 § 20.10.020	
5.26	Processing facility (heavy)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	X	X	X	X	X	X	X	X	X	X	X	X		X	§ 20.10.010; § 20.10.020 § 20.10.490	
5.27	Processing facility (light)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	S	P	P	X	X	X	X	X	X	X	X	X	X	X	X		X	§ 20.10.010; § 20.10.020 § 20.10.490	
5.27.5	Processing facility (waste)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	X	X	X	X	X	X	X	X	X	X	X	X		X	§ 20.10.010; § 20.10.020 § 20.10.490	
5.28	Recycling collection facility (large)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	P	P	P	P	X	X	X	X	X	X	X	X	X	X	Z	Z			§ 20.08.010; § 20.08.020 § 20.08.520	
5.29	Recycling collection facility (small)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	A	A	A	A	A	A	A	A	A	A	X	X	A	A	X	X	A	A	X	A	A	A		X	§ 20.10.010; § 20.10.020 § 20.10.520	
5.30	Reverse vending machines	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	A	A	A	A	A	A	A	A	A	A	X	X	A	A	X	X	A	A	X	A	A	A		X	§ 20.10.010; § 20.10.020 § 20.10.580	

5.31	Rubber products manufacturing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	X	X	X	X	X	X	X	X	X	X	X		X	§ 20.10.010; § 20.10.020	
5.32	Seafood product preparation & processing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	P	X	X	X	X	X	X	X	D	X	X	X	Z		X	§ 20.10.010; § 20.10.020	
5.33	Sugar & confectionery product manufacturing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	X	X	P	P	P	X	X	X	X	X	X	X	D	X	X	X	Z		X	§ 20.10.010; § 20.10.020	
5.34	Testing laboratory	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	S	S	P	P	X	A	P	P	P	X	X	S	X	X	X	S	D	X	X	X	Z		X	§ 20.10.010; § 20.10.020	
5.35	Textile mill	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	X	X	P	P	P	X	X	X	X	X	X	X	X	X	X	X	Z		X	§ 20.10.010; § 20.10.020	
5.36	Textile product mill	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	X	X	P	P	P	X	X	X	X	X	X	X	X	X	X	X	Z		X	§ 20.10.010; § 20.10.020	
5.37	Tobacco product manufacturing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	P	X	X	X	X	X	X	X	D	X	X	X	Z		X	§ 20.10.010; § 20.10.020	
5.38	Transfer station	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	S	S	P	P	X	X	X	X	X	X	X	X	X	X	X	X		X	§ 20.10.010; § 20.10.020	
5.39	Transportation equipment manufacturing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	X	X	X	X	X	X	X	X	X	X	X	X		X	§ 20.10.010; § 20.10.020	
5.40	Wood products manufacturing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	X	X	P	P	P	X	X	X	X	X	X	X	D	X	X	X	Z		X	§ 20.10.010; § 20.10.020	

	Use	Residential															Commercial						Manufacturing				Special Purpose														Supplemental Standards	Accessory Uses Permitted to Specific Use
		R-1	R-2	R-2A	R-3	R-3A	R-4	R-5	RMH	A-1	A-2	A-3	A-4	A-O	A-3/O	A-M	C-OP	C-1	C-2	C-3	C-4	C-5	Q	M-1	M-2	M-3	R-F	PMD****	S-D**	U-P**	P-RI**	P-RII**	P-C**	P-I**	SRR**	R-MU**	G-MU**	I-MU**	NOS	URD		
11.00 Recreation, amusement & entertainment																																									
11.01	Adult motion picture theatre	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	§ 20.10.010; § 20.10.020; § 20.10.620	
11.02	Amusement game complex	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	S	P	P	P	P	X	X	X	X	X	X	S	D	X	X	D	X	X	X	Z	X		X	§ 20.10.010; § 20.10.020	
11.03	Amusement park	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	X	S	X	X	X	S	X	X	X	X	X	X	X	X	X	Z	X		X	§ 20.10.010; § 20.10.020	
11.04	Athletic facility (indoor)	X	X	X	X	X	X	X	X	A	A	A	A	A	A	X	P	P	P	P	P	P	X	P	A	A	X	A	D	D	A	A	D	D	S	Z	Z	X		X	§ 20.10.010; § 20.10.020	
11.05	Athletic facility (outdoor)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	P	X	X	X	X	X	S	X	X	X	X	X	X	X	X	X	Z	X		X	§ 20.10.010; § 20.10.020	
11.055	Aquarium	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	P	X	X	X	X	X	X	X	X	X	X	X	X	X	X	Z	X		X	§ 20.10.010; § 20.10.020	
11.06	Ballroom	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	S	S	P	P	X	X	X	X	X	X	X	X	X	X	X	D	X	X	Z	X		X	§ 20.10.010; § 20.10.020	
11.07	Billiard & pool hall	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	P	P	X	X	X	X	X	X	X	X	X	X	X	D	X	X	Z	X		X	§ 20.10.010; § 20.10.020	
11.08	Bingo hall	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	P	P	X	X	X	X	X	X	X	X	X	X	X	D	X	X	Z	X		X	§ 20.10.010; § 20.10.020	
11.09	Bowling alley	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	P	P	X	X	X	X	X	X	X	X	X	X	X	D	X	X	Z	X		X	§ 20.10.010; § 20.10.020	
11.10	Campground	S	S	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	X	S	X	X	X	P	X	X	X	X	X	X	X	X	X	X	X	S	X	§ 20.10.010; § 20.10.020 § 20.10.385	
11.11	Coliseum	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	P	X	X	X	X	S	X	X	X	X	X	X	X	X	X	Z	Z		X	§ 20.10.010; § 20.10.020	
11.12	Community recreational facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	X	X	X	X	X	X	X	X	P	S	D	X	D	D	D	X	S	Z	Z	X		X	§ 20.10.010; § 20.10.020; § 20.10.060	Sale of alcoholic beverages within a publicly owned facility provided they are consumed on the premises.
11.13	Convention center	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	X	X	X	X	X	X	X	X	X	X	X	D	X	X	X	X		X	§ 20.10.010; § 20.10.020	
11.14	Dancehall	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	S	S	P	P	X	X	X	X	X	X	X	X	X	X	X	D	X	X	Z	X		X	§ 20.10.010; § 20.10.020	

11.15	Exercise facility (indoor)	X	X	X	X	X	X	X	X	A	A	A	A	A	A	X	P	P	P	P	P	P	X	A	A	A	X	A	D	D	A	A	D	D	X	Z	Z	X		X	§ 20.10.010; § 20.10.020	
11.16	Exhibition hall	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	X	X	X	X	X	X	X	X	X	X	X	D	X	X	X	X		X	§ 20.10.010; § 20.10.020	
11.17	Fairground	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	X	S	X	X	X	S	X	X	X	X	X	X	X	X	X	X	X		X	§ 20.10.010; § 20.10.020	
11.18	Gambling casino	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	S	S	X	X	X	X	X	S	X	X	X	X	X	X	X	X	X	Z	X		X	§ 20.10.010; § 20.10.020	
11.19	Go-cart track	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	S	P	X	X	X	X	X	S	X	X	X	X	X	X	X	X	X	X	X		X	§ 20.10.010; § 20.10.020	
11.20	Golf course < 75 acres (with/without restaurant & bar)	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	X	S	S	S	S	S	S	S	X	S	S	S	X	X	Z	Z	X		X	§ 20.10.010; § 20.10.020; § 20.10.060	
11.21	Golf course >75 acres (with/without restaurant & bar)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	X	P	P	P	P	P	D	D	X	D	D	D	X	X	Z	Z	X		X	§ 20.10.010; § 20.10.020; § 20.10.060	
11.22	Golf driving range	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	P	P	P	P	P	X	S	S	S	S	E	S	D	X	S	S	D	X	X	Z	Z	X		X	§ 20.10.010; § 20.10.020	
11.23	Ice skating facility	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	S	P	P	P	X	X	X	X	X	X	X	S	X	X	X	D	D	X	X	Z	X		X	§ 20.10.010; § 20.10.020	
11.24	Laser games center	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	S	P	P	P	X	X	X	X	X	X	X	S	X	X	X	D	D	X	X	Z	X		X	§ 20.10.010; § 20.10.020	
11.25	Miniature golf course	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	X	X	X	X	X	S	X	X	X	X	X	X	X	X	X	Z	X		X	§ 20.10.010; § 20.10.020	
11.26	Movie theatre (indoor)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	P	P	P	X	X	X	X	X	X	D	D	X	X	D	D	X	X	Z	X		X	§ 20.10.010; § 20.10.020	
11.27	Movie theatre, drive in (outdoor)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	S	P	S	X	X	X	X	X	X	X	X	X	X	X	X	X	X	Z	X		X	§ 20.10.010; § 20.10.020	
11.28	Nightclub, bar, cocktail lounge	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	P	P	P	X	X	X	X	X	X	D	X	X	X	D	X	X	X	Z	X		X	§ 20.10.010; § 20.10.020; § 20.10.060	
11.29	Nude live entertainment club	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	§ 20.10.010; § 20.10.020; § 20.10.620	
11.30	Open space (common, public or private)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	D	D	D	D	D	D	D	D	Z	Z	Z	P	P	§ 20.10.010; § 20.10.020	
11.31	Paint ball center (indoor)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	S	P	P	P	X	X	X	X	X	X	X	D	X	X	X	D	D	X	X	Z	X		X	§ 20.10.010; § 20.10.020	

11.32	Paint ball center (outdoor)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	X	S	X	X	X	S	X	X	X	X	X	X	X	X	X	Z	X		X	§ 20.10.010; § 20.10.020	
11.33	Park, playground	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	D	D	D	D	D	D	D	D	Z	Z	Z		X	§ 20.10.010; § 20.10.020	
11.34	Racetrack, auto or truck	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	S	X	S	S	S	X	X	X	X	X	X	X	X	X	X	Z		X	§ 20.10.010; § 20.10.020	
11.35	Racetrack, motorcycle	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	S	X	S	S	S	X	X	X	X	X	X	X	X	X	X	Z		X	§ 20.10.010; § 20.10.020	
11.36	Racquetball club, indoor (with/without restaurant & bar)	X	X	X	X	X	X	X	X	A	A	A	A	A	A	X	P	P	P	P	P	P	X	A	A	A	X	A	D	D	D	D	D	D	S	Z	Z	X		X	§ 20.10.010; § 20.10.020; § 20.10.060	
11.37	Racquetball club, outdoor (with/without restaurant & bar)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	S	P	P	P	P	P	X	X	X	X	X	X	D	X	D	D	D	X	S	Z	Z	X		X	§ 20.10.010; § 20.10.020; § 20.10.060	
11.38	Roller skating facility	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	S	P	P	P	X	X	X	X	X	X	X	S	X	X	X	D	D	X	X	Z	X		X	§ 20.10.010; § 20.10.020	
11.39	Sauna, exercise room	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A		X	§ 20.10.010; § 20.10.020	
11.40	Shooting range, archery or gun (indoor)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	P	P	X	P	P	P	X	X	X	X	X	X	X	X	X	X	X	Z		X	§ 20.10.010; § 20.10.020	
11.41	Shooting range, archery or gun (outdoor)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	P	P	X	P	P	P	X	X	X	X	X	X	X	X	X	X	X	Z		X	§ 20.10.010; § 20.10.020	
11.42	Skateboarding facility (indoor)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	S	P	P	P	P	X	X	X	X	X	X	S	X	X	X	D	D	X	X	Z	X		X	§ 20.10.010; § 20.10.020	
11.43	Skateboarding facility (outdoor)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	S	P	P	P	P	X	X	X	X	X	X	S	X	X	X	D	D	X	X	Z	X		X	§ 20.10.010; § 20.10.020	
11.44	Sports arena	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	P	X	P	X	X	S	X	X	X	X	X	X	X	X	X	Z	Z		X	§ 20.10.010; § 20.10.020	
11.45	Stadium	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P	P	P	X	X	X	X	S	X	X	X	X	X	X	X	X	X	Z	Z		X	§ 20.10.010; § 20.10.020	
11.46	Swimming pool (commercial)	X	X	X	X	X	X	X	X	S	S	S	S	S	S	S	S	P	P	P	P	P	X	X	X	X	X	X	D	X	S	S	S	X	S	Z	Z	X		X	§ 20.10.010; § 20.10.020; § 20.10.640	
11.47	Tennis club, indoor (with/without restaurant & bar)	S	S	S	S	S	S	S	S	S	S	S	S	P	P	S	P	P	P	P	P	P	X	P	P	P	S	S	D	D	D	D	D	D	S	Z	Z	X		X	§ 20.10.010; § 20.10.020; § 20.10.060; § 20.10.690	

| | | |

4.00	Office & Research Services	Automobile & Light Truck		Bicycle	Heavy Truck Trailer	Gravel Screen Parking	
		Minimum	Maximum			Required	Notes
4.01	Automated Teller Machine (ATM)	None	None	None	None	Not Allowed	2A, B
4.02	Bank	1/288 sf GFA; plus 3 queue spaces per teller window	1/200 sf GFA; plus 5 queue spaces per teller window	NOTE 3	None	Not Allowed	2A, B
4.03	Courier & message service	1/576 sf GFA	1/400 sf GFA	NOTE 3	None	Not Allowed	2A, B
4.035	Credit access business	1/288 GFA	1/200 GFA	NOTE 3	None	Not Allowed	2A, B
4.04	Credit union	1/288 sf GFA; plus 3 queue spaces per teller window	1/200 sf GFA; plus 5 queue spaces per teller window	NOTE 3	None	Not Allowed	2A, B
4.05	Data processing center (hyperscale)	1/150,000 sf GFA Warehouse, plus 1/1,000 sf GFA Office (NOTE 4)	1/75,000 sf GFA Warehouse, plus 1/500 sf GFA Office (NOTE 4)	NOTE 3	None	Allowed	2A, B

4.00	Office & Research Services	Automobile & Light Truck		Bicycle	Heavy Truck Trailer	Gravel Screen Parking	
		Minimum	Maximum			Required	Notes
4.06	Employment agency	1/576 sf GFA	1/400 sf GFA	NOTE 3	None	Allowed	2A, B
4.07	Financial institution	1/288 sf GFA; plus 3 queue spaces per teller window	1/200 sf GFA; plus 5 queue spaces per teller window	NOTE 3	None	Not Allowed	2A, B
4.08	Office, administrative/manager's	1/576 sf GFA	1/400 sf GFA	NOTE 3	1/200,000 sf GFA	Allowed	2A, B
4.09	Office, business	1/576 sf GFA	1/400 sf GFA	NOTE 3	1/200,000 sf GFA	Allowed	2A, B
4.10	Office, medical	1/288 sf GFA	1/200 sf GFA	NOTE 3	1/200,000 sf GFA	Not Allowed	2A, B
4.11	Office, professional	1/576 sf GFA	1/400 sf GFA	NOTE 3	1/200,000 sf GFA	Allowed	2A, B
4.12	Radio broadcasting studio	1/576 sf GFA	1/400 sf GFA	NOTE 3	None	Allowed	2A, B

4.00	Office & Research Services	Automobile & Light Truck		Bicycle	Heavy Truck Trailer	Gravel Screen Parking	
		Minimum	Maximum			Required	Notes
4.13	Research Laboratory	1/576 sf GFA	1/400 sf GFA	NOTE 3	1/200,000 sf GFA	Allowed	2A, B
4.14	School, arts & crafts	1/288 sf GFA	1/200 sf GFA	NOTE 3	None	Allowed	2A, B
4.15	Studio, dance	1/576 sf GFA	1/400 sf GFA	NOTE 3	None	Allowed	2A, B
4.16	Studio, music	1/576 sf GFA	1/400 sf GFA	NOTE 3	None	Allowed	2A, B
4.17	Studio, photography	1/576 sf GFA	1/400 sf GFA	NOTE 3	None	Allowed	2A, B
4.18	Telemarketing agency	1/288 sf GFA	1/200 sf GFA	NOTE 3	None	Not Allowed	2A, B
4.19	Television broadcasting studio	1/576 sf GFA	1/400 sf GFA	NOTE 3	None	Allowed	2A, B

NOTE 1: TO BE DETERMINED BY THE ZONING ADMINISTRATOR

NOTE 2: FOR SPECIFIC REQUIREMENTS BASED ON USE/ZONE CRITERIA FOR SECTION 20.14.080

A. Office, Educational or Institutional less than or equal to 5000 SF building:

Gravel/screenings surfaced parking areas may be incorporated for the required parking reserved for use by employees and staff of in-store retail or Professional offices and for required parking where on-site ponding (see Section 20.14.080.C.4) or permanent desilting basins are provided. In no case shall gravel/screening parking exceed 50% of the total required parking.

The perimeter of any gravel or screenings parking and drives areas shall be delineated by edging, curbing, abutting hard surfaces or other method as approved by the city manager or designee; and signage shall be installed indicating "Parking For Employees, Staff, and/or Overflow Parking Only".

B. Commercial/Manufacturing/Warehousing/Storage/Construction Yards/and High Traffic Uses:

Gravel/screenings surfaces may be incorporated for employee parking, for the storage users of truck trailers, storage containers, equipment, supplies, materials, motor vehicles or recreational vehicles which are part of the business function of the facility or site; including transport drop-offs and stock-in-trade.

All required parking for visitors, customers, employees, or patrons shall be hard surfaced.

The perimeter of any gravel or screenings parking and drives areas shall be delineated by edging, curbing, abutting hard surfaces or other method as approved by the city manager or designee; and signage shall be installed indicating "Overflow Parking Only" or as appropriate.

All access drives to required parking shall be hard surfaced.

All Loading Docks and all other loading areas shall be hard surfaced.

C. Recreation, Amusement, and Entertainment:

For outdoor facilities, gravel/screenings surfaces may be incorporated for required parking in accordance with the attached table (Section 20.14.080.C). For indoor facilities, gravel surface parking areas may be incorporated for required parking where on-site ponding or permanent desilting basins are provided.

Gravel/screenings surfaces may be incorporated for the storage of truck trailers, storage containers, equipment, supplies, materials, recreational vehicles that are part of the function of the facility.

The perimeter of any gravel or screenings parking and drives areas shall be delineated by edging, curbing, abutting hard surface or other method as approved by the city manager or designee.

All access drives to required hard surfaced parking shall be hard surfaced.

D. Temporary Uses:

Gravel/screenings surfaces may be incorporated for all required parking subject to review, approval, and conditions by the city manager or designee.

Temporary uses with no parking requirements (i.e. construction areas, etc.) are exempt from parking surface requirements.

The perimeter of any gravel or screenings parking and drive areas shall be delineated by edging, curbing, or abutting hard surface or other method as approved by the city manager or designee.

E. Utility, Miscellaneous and Governmental Facilities:

Gravel/screenings surfaces may be incorporated for required and/or excess parking subject to review, approval, and conditions by the city manager or designee.

Temporary uses with no parking requirements (construction areas, etc) are exempt from parking surface requirements.

Any gravel or screenings parking areas shall be delineated by edging, curbing, or abutting hard surface or other method as approved by the city manager or designee.

F. Agricultural and related uses:

Gravel/screenings surfaces may be incorporated for all required parking including truck trailers, storage containers, equipment, supplies, materials, recreational vehicles which is part of the business function of the facility as well as personal vehicles of the living quarters on the premises.

G. Residential:

Gravel/screening surfaces may be incorporated for:

1. Required parking located at a distance no less than 20 feet from the front property line.

2. For required parking where on-site ponding (see Section 20.14.080.C.4) or permanent desilting basins are provided for the surface area of the gravel/screening parking area, and

The perimeter of any gravel or screenings parking areas shall be delineated by edging, curbing, abutting hard surfaces or other method as approved by the city manager or designee.

H. Non-Allowed Uses and Restrictions:

Gravel/screenings surfaces shall not be incorporated for either required or excess parking for motor vehicle sales except as allowed in other sections of this ordinance, for repair or dismantling uses, for storage of used drive train components other than tires, wheels or drive shafts, or for fueling or lubricating bays.

Gravel/screenings surfaces shall not be incorporated for required parking for hospital or medical treatment uses with buildings greater than or equal to five thousand square feet (5000 SF).

Gravel/screenings surfaces may be not be incorporated for required parking in excess of ninety-nine (99) spaces.

No authorizations herein shall supersede state or federal requirements, restrictions, rules, or regulations.

No parking is allowed on top of landscaping or areas not specifically designated for parking.

Note 3: When the minimum required automobile parking exceeds 60 spaces, 5% of the number required over 60 shall be added as required bicycle parking. This calculation shall be rounded up to the next whole number. The minimum number of bicycle spaces required regardless of the calculation shall be 3 and the maximum number of bicycle spaces required regardless of the calculation shall be 40.

NOTE 4: For accessory buildings, the minimum required spaces for Warehouse use shall be 1/7,200 sf GFA and the maximum shall be 1/5,000 sf GFA; the minimum required spaces for Office use shall be 1/250 sf GFA and the maximum shall be 1/125 sf GFA

Amendments to Title 20 – Zoning Priority Economic Development Initiatives

June 20, 2023



Presentation Overview

- Strategic Alignment
- Background
- Proposed Amendments
- Recommendation and Action

Strategic Plan

Goal 1: Cultivate an Environment Conducive to Strong, Economic Development

- **1.1 Stabilize and expand El Paso's tax base**
  - Activate targeted (re)development 2.0
  - Expand Downtown revitalization
  - Grow existing and attract new target industries
- **1.6 Provide business-friendly permitting and inspection processes**

Goal 3: Promote the Visual Image of El Paso

Economic Development Priorities FY23

1. Administer and manage ARPA funding for **small business response + recovery** programs
2. Continue retention, recruitment + expansion efforts to **accelerate quality job and wage growth**
3. Emphasize the growth of a regional **advanced manufacturing** industry cluster with a focus on **aerospace and defense manufacturing**
4. Continue **redevelopment efforts in key areas** such as Downtown, the MCA, Cohen + Airport
5. Develop **destination locations** for tourism and economic development
6. Continue **binational collaboration** for increased regional investment + promotion
7. **Leverage real estate assets** in support of economic development priorities

Background

Proposed changes to the zoning code informed by:

- Ongoing planning efforts
  - Alameda Plan, Downtown-Uptown Plan
- Emerging industry trends
  - RFI submissions and feedback

- Collaborative effort between Economic Development, Planning & Inspections, CID-Planning, and the Airport

Intent of Amendments

- Address gaps in the Code
  - Add definitions and permissibility
- Clarify existing regulations
  - Remove conflicting regulations
- Align with best practices and industry standards
- Improve speed to market
  - Eliminate need for zoning verification letters
- Improve legibility and transparency of Code

Focus – Industry Attraction



- Current code is missing definitions for permitted uses and has duplicate definitions
- Newer technologies allow for a manufacturing and finishing process with fewer externalities
- Definitions for plastics manufacturing do not allow for this differentiation in intensity of use
- Supports initiatives in the Advanced Manufacturing District (AMD) and 601 Corridor

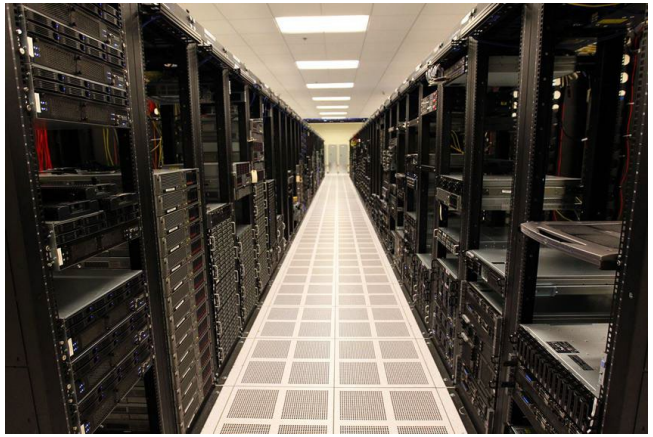
Proposed Changes

- Provide a definition to the existing use “Plastic products manufacturing” which is currently only available beginning in M-2
- Differentiate between an intensive and less intensive application, by adding a new “Plastic products finishing” use
- Update Appendix A to add the heavier “Plastic products manufacturing” by Special Permit in M-1
- Update Appendix A to add the lighter “Plastic products finishing” by right in M-1
- Remove “Computer electronic product assembly” from Appendix A, as it conflicts with the identical “Computer product manufacturing”

Focus - Industry Attraction

- Definition for Data processing center does not capture the scale or intensity of the current industry model
- Need regulations that reflect best practices and industry standards for hyperscale datacenter uses
- Supports key industry attraction efforts







Proposed Changes

- Provide a definition for “Data processing center (hyperscale)” to reflect current industry standards and differentiate this higher intensity use
- Add definition for Security fence
- Add Section 20.16.030.B.3 to specify that Security fences shall not exceed twelve feet (12’) in height
- Update Appendix A to allow “Data processing center (hyperscale)” by right in C-4, M-1, M-2; via MZP in IM-U
- Revise parking calculations to reflect best practices and the unique configuration potential of hyperscale data center uses

Focus - Destination Locations



- No existing definition or permissibility for Aquariums
- Adding regulations will make it easier for prospective organizations to identify sites
- Supports attraction strategy for unique entertainment and recreation opportunities

Proposed Changes

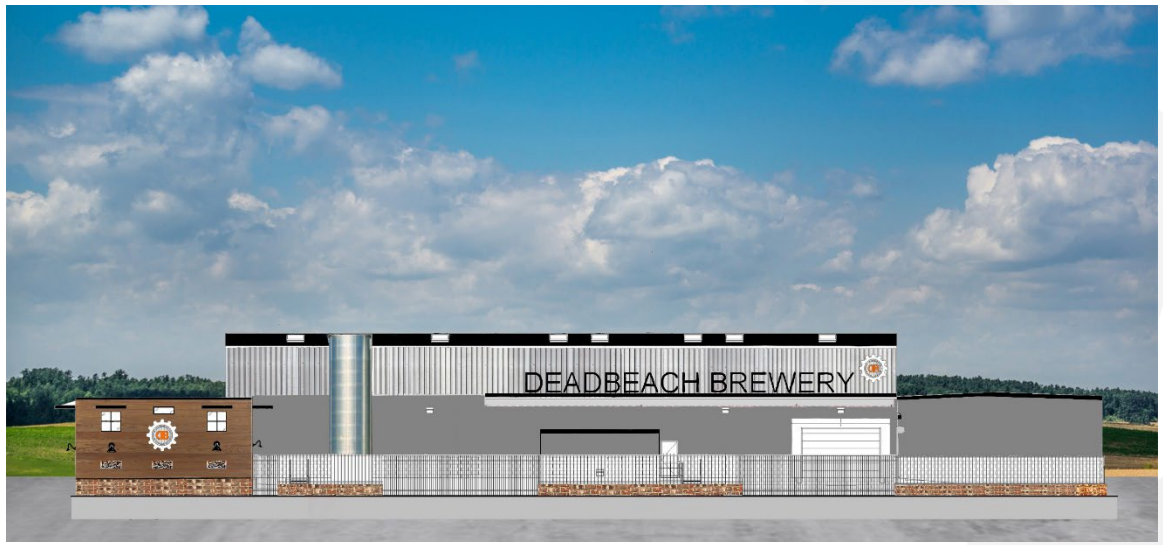
- Provide a definition for “Aquarium”
- Update Appendix A to add “Aquarium” by right in C-3, C-4, and C-5; via MZP in GM-U

Focus - Redevelopment

- Brewery is listed in Appendix A, but has no stand-alone definition
- No differentiation of heavier industrial operations versus hybrid restaurant-brewery
- Clarify regulations to align with TABC
- Supports redevelopment efforts in former industrial areas
    - Breweries can be a catalyzing business for revitalization







Proposed Changes

- Provide a definition for “Brewery”
- Provide a definition for “Brewpub”
- Update Appendix A to allow “Brewpub” by right in C-1, C-2, C-3, C-4, C-5; via DSDP in S-D, P-C, and P-I; via MZP in GM-U and IM-U to match the permissibility of bar/restaurant

Recommendation

On May 4, 2023 City Plan Commission unanimously recommended **APPROVAL** of the Ordinance amending Title 20 – Zoning.

MISSION



Deliver exceptional services to support a high quality of life and place for our community

VISION



Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

VALUES

Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople

File #: 23-683, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Fire, Chief Jonathan Killings, (915) 212-5665

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance granting a franchise for Elite Medical Air Transport, LLC d/b/a Emergent Air, to operate a non-emergency ambulance transfer service.

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Fire Department

AGENDA DATE: June 6, 2023

PUBLIC HEARING DATE: June 20, 2023

CONTACT PERSON NAME AND PHONE NUMBER: Jonathan Killings, Fire Chief, (915) 212-5665

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 2: Set the Standard for a Safe and Secure City

SUBGOAL: 2.3: Increase Public Safety Operational Efficiency

SUBJECT:
An ordinance granting a franchise for Elite Medical Air Transport, LLC d/b/a Emergent Air, to operate a non-emergency ambulance transfer service.

BACKGROUND / DISCUSSION:
Elite Medical Air Transport, LLC d/b/a Emergent Air ("Grantee") has applied for a franchise to provide non-emergency ambulance transfer services under the El Paso City Code Title 9 (Health and Safety) Chapter 9.85 (Emergency and Transfer Ambulance Services).

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X__ YES ___NO

PRIMARY DEPARTMENT: Fire Department

SECONDARY DEPARTMENT:

********************REQUIRED AUTHORIZATION*********************

DEPARTMENT HEAD:

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

ORDINANCE NO. _____

AN ORDINANCE GRANTING A FRANCHISE FOR ELITE MEDICAL AIR TRANSPORT, LLC D/B/A EMERGENT AIR, TO OPERATE A NON-EMERGENCY AMBULANCE TRANSFER SERVICE

WHEREAS, pursuant to Section 3.18 of the El Paso City Charter the right of control, ownership and use of streets and alleys is declared to be inalienable except as provided by ordinance passed by the Council; and

WHEREAS, the City of El Paso is authorized by Section 7.13 of the El Paso City Charter to levy and collect franchise fees in accordance with the laws of the state of Texas; and

WHEREAS, in addition to the authority granted by the City Charter, this franchise agreement is a valid exercise of the City's broad police powers and based upon the City's statutory regulatory authority, including but not limited to, Texas Local Government Code Chapters 51 and 52; and

WHEREAS, the City of El Paso requires in City Code Section 9.85.050, that all entities engaging in furnishing a transfer ambulance service are required to enter into a franchise agreement with the City; and

WHEREAS, Elite Medical Air Transport, LLC d/b/a Emergent Air ("Grantee") has applied for a franchise to provide non-emergency ambulance transfer services under the El Paso City Code Title 9 (Health and Safety) Chapter 9.85 (Emergency and Transfer Ambulance Services); and

WHEREAS, on evidence received, City Council finds that public convenience and necessity justify granting a franchise to Grantee to operate a non-emergency ambulance transfer service in the City of El Paso, Texas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS THAT:

ARTICLE I. GRANT OF THE FRANCHISE AND GENERAL PROVISIONS

A. Grant of Non-Exclusive Franchise

A non-exclusive franchise, subject to the Grantee's compliance with the requirements and limitations set forth herein and by local, state and federal laws, is hereby granted to **Elite Medical Air Transport, LLC d/b/a Emergent Air,** Grantee, to operate a non-emergency transfer ambulance service within the City and upon the public streets, rights-of-way and alleys of the City of El Paso.

B. Definitions

For the purpose of this franchise the following terms, phrases, words and their derivations shall have the following meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and the word "may" is permissive.

1. "City" shall mean the City of El Paso, Texas and any department or board that may be designated by the City Council to administer, oversee or enforce the provisions of this franchise.

2. "City Council" shall mean the council of the City as the governmental, legislative and administrative body of the City.

3. "Customer" shall mean any person who requests or receives the services of the Grantee.

4. "DSHS" shall mean the Texas Department of State Health Services.

5. "Fire Chief" shall mean the Fire Department official responsible for the management of emergency ambulance service for the City of El Paso or his designee.

6. "Franchise Area" shall mean that portion of the City for which a franchise is granted under the authority of this agreement. If not otherwise stated in the franchise, the Franchise Area shall be the corporate limits of the City of El Paso including all territory hereafter annexed to the City.

7. "Grantee" shall mean **Elite Medical Air Transport, LLC d/b/a Emergent Air**.

8. "Net Receipts" shall be defined as all cash, credits and property of any kind or nature received as consideration directly or indirectly by the Grantee, its affiliates, subsidiaries, parent and any person in which Grantee has a financial interest, or from any source whatsoever, arising from or attributable to the transport of patients or services rendered in relation to the transport of a patient by the Grantee or in any way derived from the operation of its franchise. These net receipts shall not be reduced for any purpose and shall be the basis for computing the franchise fee.

9. "Non-emergency ambulance transfer service" shall mean the operation of a service whereby persons are transported by ambulance under the supervision and care of duly licensed and certified emergency medical technicians in non-emergency situations except that a non-emergency ambulance transfer service may transport persons in emergency situations as permitted by the terms of this franchise and other applicable laws.

10. "Person" means any individual, firm, partnership, limited partnership, association, corporation, company, and organizations of any kind, or any other legally recognized entity.

11. "Public Rights-of-Way" shall mean the surface, the air space above the surface, and the area below the surface of any public street, highway, land, path, alley, sidewalk,

boulevard, drive, bridge, tunnel, parkways, waterways, utility easements or other public right-of-way now or hereafter held by the City.

12. "Service" shall mean any service which is authorized pursuant to the terms of this Franchise Agreement.

C. Term and Effective Date

Regardless of the date upon which the ordinance granting the franchise is adopted, the term of this franchise shall commence on 12:01 a.m., May 2, 2023 (the "Effective Date"), with the possibility to renew the franchise as set forth below, with the initial term ending at 11:59 p.m. on May 1, 2025.

D. Operational Timeframe

This franchise shall automatically expire if Grantee's non-emergency ambulance transfer service is not fully operational, as verified by the Fire Chief, within ninety (90) days of the date the Franchise is approved by City Council.

E. Renewal of Franchise

1. Renewal Procedure. If the Grantee wishes that the City renew this franchise, Grantee shall submit a request in writing to the City Clerk's Office, P.O. Box 1890, El Paso, Texas 79950-1890, by at least three (3) months prior to the expiration date of this franchise, whether it be during the initial term or any renewal period. The City shall consider Grantee's written request and shall determine whether public convenience and necessity justify renewal of this franchise, including during any renewal period.

2. Should Grantee fail to submit a request for the renewal of this franchise to the City as herein required, this franchise shall expire upon the expiration date and a new franchise shall be required if Grantee desires to operate a non-emergency ambulance franchise within the City of El Paso.

3. Notwithstanding Article I, Sections E.1 and E.2 of this franchise, the City Manager is authorized to grant a thirty (30) day extension of this franchise, under the same terms and conditions in effect at the time that Grantee makes its written renewal request, whether or not Grantee timely submits the renewal request notice prior to the expiration of this franchise during the initial term or any renewal periods.

4. City's Right to Modify Terms of Franchise and Require Additional Information Reserved. Grantee understands, agrees, and accepts that the City reserves its rights to require a) that the terms, conditions, and provisions of this franchise be modified upon Grantee's request for renewal of the franchise and b) that Grantee submit additional information and documents as conditions for renewing the grant of this franchise to operate a non-emergency ambulance transfer service.

F. Business Entity

1. Registered Business Entity and Assumed Name. Grantee shall, forward to and maintain on file with the Fire Chief a certified copy of its corporate Articles of Incorporation, Partnership Agreement and Bylaws, or a sworn and notarized statement of sole proprietorship for the purpose of identifying Grantee's business entity status and a sworn and notarized statement of any name by which it does business if different than the business entity name within 15 days of the grant of this franchise, unless required to be performed at an earlier time by other legal provisions.

2. Sale of Business. Grantee shall notify the City immediately of the proposed sale or actual sale of the Grantee's business entity. Grantee shall give notice to the City of any actual sale of the Grantee's business entity no less than ten (10) business days prior to the actual sale or transfer.

3. Business Officers, Supervisors and Managers. Grantee shall, within fifteen (15) days of the grant of this franchise, submit to the Fire Chief, the names and business addresses of all owners, officers and supervisory and management personnel of Grantee.

4. Financial Interest. Grantee shall, within 15 days of the grant of this franchise, submit to the Fire Chief the names and business addresses of all persons having a financial interest in the Grantee or any parent, affiliate or subsidiary of Grantee's business entity.

5. Fiscal Year. Grantee shall, within 15 days of the grant of this franchise, submit to the Fire Chief the beginning and ending dates of its fiscal year.

6. Changes. Any additions or changes in the information, which is required to be submitted to the City pursuant to this section, shall be forwarded in written form by the Grantee to the Fire Chief within 15 days of such changes.

7. Non-compliance and Revocation. Failure to comply with this section shall constitute a material breach by Grantee and shall constitute grounds for revocation of this franchise by the City.

G. Indemnification and Public Liability Insurance

1. Indemnification. Grantee shall, at its sole cost, fully indemnify and hold harmless the City, its officers, boards and commissions, and city employees against any and all claims or actions for damages arising out of Grantee's actions or omissions under this franchise, including, but not limited to, expenses for reasonable legal fees and disbursements and liabilities assumed by the City in connection with any such claims or actions.

2. Grantee shall be required to obtain and maintain in effect throughout the term of the Agreement a public liability insurance policy which meets the requirements set forth in this Agreement. This policy shall be for the protection of any person, whether a passenger or patient in Grantee’s ambulance or not, whether injured or killed by the

negligence of Grantee or its agent or employee and shall not contain a passenger liability exclusion.

2.1 Grantee shall obtain and maintain in effect throughout the term of this Agreement public liability insurance in an amount of not less than $500,000. Grantee shall immediately advise the Fire Chief of any claim or litigation which affects Grantee's insurance coverage.

2.2 Grantee shall maintain comprehensive general and automobile liability coverage with limits of no less than five hundred thousand dollars ($500,000) per occurrence and one million dollars ($1,000,000) annual aggregate. Grantee shall maintain medical professional liability coverage with limits of no less than five hundred thousand dollars ($500,000) per occurrence and one million dollars ($1,000,000) annual aggregate. These amounts are not a limitation upon the Grantee's agreement to indemnify and hold the City harmless. Grantee shall immediately advise the Fire Chief of any claim or litigation which affects Grantee's insurance.

2.3 The policy of public liability insurance shall be written by an insurance company with an A rating, authorized to do business in the State of Texas.

2.4 The policy of public liability insurance shall provide that it cannot be suspended, revoked, canceled or reduced in coverage without sixty (60) days written notice to the City.

2.5 The policy shall provide that the insurer will defend against all claims and lawsuits which arise and will pay any final judgment of a court of competent jurisdiction against the City, its officers, agents, servants or employees and Grantee, his officers, agents, servants or employees. The policy shall name the City of El Paso, its officers, agents, servants and employees as additional insureds to the full amount of the policy limits.

2.6 Grantee shall not operate its service during any period for which: 1) its insurance lapses for any reason; 2) its insurance is suspended, revoked or canceled; or 3) the amount of effective coverage of its insurance has been reduced below the minimum coverage amounts required by this Agreement. Failure to keep the policy in full force and effect throughout the term of the special privilege shall be grounds for termination of the Agreement.

2.7 Grantee shall forward to the Fire Chief a copy of each certificate of insurance issued within fifteen (15) days after the execution of this Agreement and as such policy or policies are modified, renewed, suspended or canceled.

2.8 Certificates of insurance that state that the insurer shall endeavor to give notice and/or that there shall be no liability for the failure to give the notice required herein shall not meet the requirements of this section.

H. Compensation and Payment of Franchise Fee

1. Compensation - Franchise Fee. As compensation for the grant of this franchise to use the public rights-of-way of the City of El Paso, Grantee shall pay to the City 2.75% of Grantee's monthly net receipts.

2. Franchise Area for Which Net Receipts Are to Be Reported. The Grantee shall report its net receipts for all transports, treatment or other services rendered to any customer, which commence within the Franchise Area as defined herein.

3. Net Receipts. Net receipts shall include those items of revenue as defined by generally accepted accounting principles and as defined herein for the type of business and accounting method used.

4. Payment Due Date. Grantee's payments shall be paid monthly and shall be postmarked by the 15th day of the month following the month for which net receipts are reported.

5. Interest Charged for Late Payments. In the event that any payment required by this Section is not made when due, interest shall be compounded daily from such date at the annual rate equivalent to the then existing prime rate reported in the Wall Street Journal on the due date plus four percent (+4%).

6. Statement Required Where No Net Receipts Reportable. If Grantee has no net receipts for a given month, Grantee shall provide written verification that it has no net receipts which shall be postmarked no later than the 15th day of the month following the month for which the Grantee has no gross revenues. Failure to provide such notice to the City shall result in commencement of proceedings to terminate the franchise.

7. Payments to City Comptroller. All payments are to be sent to the City Comptroller with copies of all accompanying correspondence sent to the Fire Chief.

I. Ad Valorem Taxes

Grantee will also pay before delinquency all ad valorem taxes lawfully assessed against its property.

J. City Inspection of Grantee's Books and Audits

Grantee agrees that it will keep a true and accurate set of books, accounts and records. The City shall have the right to inspect the books of Grantee during the term of this franchise and shall further have the right to order an independent audit of said books made when, in the opinion of the City, the condition of said books justifies such actions. In the event the audit proves that the Grantee has kept true and accurate records on book accounts, the cost of such audit will be borne by the City. In the event that the audit shows that the Grantee has failed to keep true and accurate records and books of accounts, the cost of said audit will be borne by Grantee.

K. Annual Audited Statement of Net Receipts Required

The Grantee shall submit to the City Comptroller an annual audited statement of net receipts by month for fees derived in the Franchise Area. Such annual audit shall reflect the Grantee's fiscal year and shall be submitted to the City Comptroller within sixty (60) days of the close of Grantee's fiscal year. A copy of this audit shall be sent to the Fire Chief. The annual audit shall be conducted at no expense to the City.

L. Grantee to Keep Separate Records

Grantee shall maintain separate records if other services are provided outside the scope of this franchise.

M. Franchise Not Transferable

This franchise is not for the benefit of any third party and is not transferable.

N. Failure to Enforce Franchise Agreement No Waiver of Terms Thereof

The Grantee or other parties shall not be excused from complying with any of the terms and conditions of this franchise by any failure of the City upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

O. Judicial Relief, Costs and Attorneys' Fees

In addition to all remedies provided in this franchise, the City shall have the right to apply to any court of competent jurisdiction to secure judicial relief, as it shall deem proper. The City's costs and attorney's fees for such action shall be paid by the Grantee if the City obtains a judgment or other relief.

P. Contractual Relationship

Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the Grantee, their employees, or between the City and the Grantee's employees. The Grantee shall be deemed at all times to be an independent franchisee. In carrying out the terms of this franchise, the Grantee shall employ its own personnel, and such employees shall be and act under the exclusive and complete supervision and control of their employer.

Q. Notice

Wherever any notice is required or permitted hereunder such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, Certified Mail, Return Receipt Requested, addressed to the individuals named herein and to whom copies or notice are required to be provided at the respective addresses as follows:

City of El Paso

Attn: City Manager
P.O. Box 1890
El Paso, Texas 79950-1890

and

Fire Chief
Fire Department
416 N. Stanton, Ste. 200
El Paso, Texas 79901

and

Elite Medical Air Transport, LLC d/b/a Emergent Air
Attn: Ronald Lee King
7201 Boeing Dr.
El Paso, Texas, 79925

or to such other addresses as the City or Grantee may designate to each other in writing via certified, postage pre-paid, first class mail. It shall be the duty of the Grantee to provide the City with Grantee's most current mailing and business addresses no less than ten (10) business days prior to any change of same.

R. Revocation and Termination

1. Public Protection and Welfare. Should the City at any time, for any reason, decide that the public protection or welfare is not being met as contemplated by this franchise, upon thirty (30) days written notice to the Grantee, the City Council may cancel, terminate and revoke this franchise at no cost to the City. Any and all rights of the Grantee in the use of City streets, alleys or public rights-of-way shall then be terminated.

2. Failure to Use Public Rights-of-Way. In addition, if Grantee has ceased to use the City streets, alleys, or public rights-of-way for the purposes herein contemplated for a period of thirty (30) days or if Grantee defaults in any of Grantee's obligations under the franchise and fails to correct such default within thirty (30) days after written notice to do so, the City Council may cancel, terminate and revoke this franchise at no cost to the City. Any and all rights of the Grantee under this franchise shall then terminate.

3. Breach of Franchise Agreement Terms. After thirty (30) days written notice, the City Council may cancel, terminate and revoke this franchise for breach by the Grantee of any of its obligations hereunder or for failure of the Grantee to pay any final judgment of a court of competent jurisdiction in a suit on any claim in connection with the operation of the ambulance service. If court proceedings are instituted to determine the legality of such revocation, and Grantee does not prevail, the Grantee shall pay the reasonable expenses incurred by the City in connection with such litigation. Article II, Section C.3 of this franchise contains specific terms regarding termination for failure to meet response times.

The City may at any time make an inquiry as to whether Grantee is able to comply with each and every term of this franchise.

4. Convenience. This non-exclusive franchise for non-emergency ambulance transfer service may be terminated in whole or in part by the City by giving thirty (30) days' written notice of termination to Grantee. Such right of termination is in addition to and not in lieu of rights of the City set forth in Article I, Sections R.1-3 and Article II, Section C.3 of the present franchise.

5. Annual Review. The City shall conduct a compliance review regarding all aspects of this franchise ninety (90) days prior to the end of each twelve month period. Should the City determine that compliance is not being met, the City shall proceed under the provisions of Art. I, Sec. R.3 of this franchise.

S. Entire Franchise Agreement

This document contains all of the terms of this franchise and may not be modified, except by an agreement in writing signed by both parties.

T. Severability

The invalidity or illegality of any one or more provisions of this franchise by any court of competent jurisdiction shall not affect the validity of the remaining provisions hereof.

U. Acceptance of Terms by Grantee Required

This franchise shall be null and void unless Grantee, before the grant of this franchise, files with the City Clerk its written acceptance of the franchise. Grantee's failure to accept the terms and conditions of this franchise and file its acceptance thereof with the City Clerk prior to the grant of this franchise shall render the grant of this franchise null and void.

V. Acceptance by Grantee's Authorized Representative

The individual accepting the terms and conditions of this franchise on behalf of the Grantee affirmatively acknowledges that he is authorized to do so and said individual further warrants that he is authorized to commit and bind the Grantee to the terms and conditions of this franchise.

W. Rights of Individuals

1. Service and Rates. The Grantee shall not refuse non-emergency ambulance transport service to any person or customer who requests the service for a lawful purpose and which the Grantee has the ability to render. The Grantee shall not, as to rates, charges, quality of service, or in any other respect, make or grant any unreasonable preference or advantage, nor subject any person to any prejudice or disadvantage. The Grantee shall take affirmative steps to disseminate the information concerning the availability of its service to all persons. The Grantee shall ensure that all services are equally available to all persons.

This provision shall not be deemed to prohibit promotional campaigns to stimulate requests for service, nor shall it be deemed to prohibit the establishment of a graduated scale of charges and classified rate schedules to which any customer coming within the classification shall be entitled, provided the schedules have been filed with and approved by the City Council as provided in Article I, Section Y ("Amendments") of this franchise.

2. Personnel and EEOC. The Grantee shall strictly adhere to the equal employment opportunity requirements of Federal and State statutes and local regulations, as amended from time to time. The Grantee shall comply at all times with all other applicable federal, state and local laws and regulations, and all executive and administrative orders relating to nondiscrimination which are incorporated in this franchise by reference.

3. Customer Medical Records and Privacy. The Grantee shall be responsible for protecting the rights of customers as set forth in the Emergency Health Care Act, TEX. HEALTH & SAFETY CODE ANN., CHAPTER 773, (VERNON'S 1997), and other applicable laws, as amended.

X. Time is of the Essence

Whenever this agreement shall set forth any time for an act to be performed by or on behalf of the Grantee, the time shall be deemed of the essence and any failure within the control of the Grantee to perform within the time allotted shall be sufficient ground for the City to invoke an appropriate penalty including possible revocation of the franchise.

Y. Amendments

The City reserves the right to amend the terms of this ordinance and franchise in any manner necessary for the safety or welfare of the public or to protect the public interests.

Z. Police Powers

1. Compliance by Grantee Required. In accepting this franchise, the Grantee acknowledges that its rights under this franchise are subject to the police power of the City to adopt and enforce general ordinances necessary to the safety and welfare of the public and the Grantee agrees to comply with all applicable general laws and ordinances enacted by the City pursuant to this power.

2. Conflict of Laws. Any conflict between the provisions of this franchise and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the City except that any such exercise that is not of general application in the jurisdiction or applies exclusively to the Grantee which contains provisions inconsistent with this franchise shall prevail only if the City finds their exercise necessary to protect the public health, safety, property or general welfare or the exercise is mandated by law. Should the terms of this franchise conflict with any other law or regulation, this franchise shall control where any law or regulation permits the City to impose more stringent standards or requirements upon Grantee.

AA. Compliance with Laws

The Grantee shall comply with all laws and regulations of the United States, the State of Texas and the City of El Paso. Grantee shall comply with all applicable statutes, laws, codes, regulations, and ordinances applicable to Grantee's use of City streets, alleys, and public rights-of-way for the purposes permitted herein. Failure to comply with these laws and regulations shall constitute a material breach by Grantee and shall constitute grounds for cancellation, termination and revocation of this franchise by the City.

BB. Governmental Powers Not Surrendered

The granting of this franchise does not surrender any governmental powers now or hereafter conferred upon the City.

CC. Law Governing

The laws of the State of Texas shall govern the validity, performances and enforcement of this franchise.

ARTICLE II. SERVICE OPERATIONS, STANDARDS AND REQUIREMENTS

A. Availability of Service

The Grantee shall offer service on a twenty-four hour basis to the general public within the Franchise Area.

B. Radio Communications

1. Communications Center. Grantee must provide, at its own expense, a communications center, which will include 24-hour day telephone access for the public and direct radio communication with all company ambulances used under this franchise.

2. Communications with El Paso Fire Department (EPFD). Grantee shall equip each ambulance with a radio capable of maintaining direct radio communication with the EPFD Communications Center through either an 800 Mhz trunked commercial radio system or UHF National EMS Frequency, Channel 2. Grantee shall so equip each ambulance at its sole expense and such radios shall be used to coordinate disaster and emergency relief with EPFD when responding to an incident as directed by the Fire Chief or when an emergency is encountered within the Franchise Area.

C. Response Time Requirements

1. Grantee's Response to Customers' Requests for Service. Grantee shall respond to a customer's request for non-emergency transfer service, at any time of day on any day of the week, no later than eighty minutes for at least ninety percent (90%) of the time after the request for service is received unless pre-arrangements are made.

2. Grantee's Response Per Request of Fire Chief. Grantee shall respond to non-emergency incidents upon the request of the Fire Chief or his designee. Grantee agrees to send the earliest available ambulance to non-emergency incidents as requested by Fire Chief or his designees, but in no case shall response time exceed twenty-five minutes for at least ninety percent (90%) of the time for non-emergency calls.

3. Failure to Meet Response Time. In the event that Grantee fails to meet the response times indicated in this Section C, during four consecutive months, the City shall notify Grantee of such failure and that failure to meet the response times during the immediately following month shall be grounds for immediate termination of this franchise.

D. Emergency Aid to City of El Paso

Grantee shall provide emergency aid assistance to the City of El Paso in cases of system overload or multiple patient incidents as requested or directed by the Fire Chief or his designee. Such assistance shall be provided on an emergency basis with immediate priority being given to those requests.

E. Grantee's Costs

The City shall not be responsible for any cost incurred in providing services as described in this franchise.

F. Billing and Collection for Services

The Grantee shall bill and collect charges for services from the patient or responsible party at Grantee's sole expense.

G. Transportation Logs

1 2 3

The Grantee shall be required to provide continuous access to electronic unit dispatch data for emergency and non-emergency ambulance service originating within the Franchise Area to the Fire Chief or designee. At minimum the data will contain the following information:

1. Date of Service
2. Date and time of request received.
3. Scheduled pick up date and time.
4. Unit scene date and time

5. Unit transport date and time

6. Pick up address

7. Drop off address

8. Drop off Department

9. Level of service

H. Personnel Requirements

1. Records of Personnel. The Grantee shall be required to submit to the Fire Chief, prior to the commencement of operations, a list identifying all of its employees hired to drive or attend Grantee's customers. The list shall identify each employee by name and shall identify the employee's current DSHS certification status, driver's license status, and Defensive Driving Course Status. The Grantee shall forward written notice of any addition or change in the information required to be submitted within fifteen (15) calendar days of the addition or change.

2. Monthly Report Noting Changes of Personnel or Personnel License Status. Grantee shall submit to the Fire Chief monthly reports to include additions and changes of personnel and personnel records information as required in Article II, Section H(1) of this franchise.

3. DSHS Certification of Grantee's Employees. Each of Grantee's attendants and drivers employed by Grantee must be currently certified as an Emergency Medical Technician-Basic with the Texas Department of State Health Services, Emergency Medical Services Division. Individuals providing a higher level of care to customers must be currently certified with the Texas Department of Health at the level consistent with the type of care for which that ambulance is equipped as identified in this franchise.

4. Driver's License Required. While on duty, each of Grantee's attendants and drivers must possess at all times a license issued by the State of Texas or New Mexico which is valid to operate an emergency vehicle and transfer ambulance.

5. EMT Identification Required. While on duty, each of Grantee's attendants and drivers shall be required to possess proof of EMT certificate issued to the EMT by the Texas Department of State Health Services;

6. Statement from Physician; Reportable Communicable Diseases. Within fifteen (15) days of employment of each attendant and driver, the Grantee must submit to the Fire Chief a written statement from a physician authorized to practice medicine in the State of Texas stating the person is free of the following communicable diseases (Tuberculosis, Measles, Mumps, Rubella, Hepatitis B, and Tetanus) and is physically capable of performing the required duties. If an individual contracts a communicable disease which is required to be

reported to appropriate federal, state or local health authorities, Grantee shall immediately notify the Fire Chief that the individual is unable to perform duties as an EMT and shall, prior to permitting the individual to resume his or her duties as an EMT, submit to the Fire Chief, a physician's statement that the individual has recovered from his or her illness and may resume providing care under the individual's EMT license as permitted by those laws governing emergency medical technicians and communicable diseases.

7. Defensive Driving or Emergency Vehicles Operation Course Certificate. Within ninety (90) days of employment, the Grantee must submit to the Fire Chief, for each of Grantee's employees, evidence showing completion of a National Safety Council Approved Defensive Driving Course or an Emergency Vehicles Operation Course, the latter from the El Paso Fire Department, while operating under this franchise.

I. Ambulance Staffing Requirements

1. Basic Ambulance Staffing. Each ambulance being used for basic care must be staffed by no less than an EMT-Basic driver and an EMT-Basic attendant, and any other personnel needed to sustain current level of care for the patient as determined by the attending physician.

2. Advanced Life Support Ambulance Staffing. Each ambulance being used for advanced life support care (ALS) must be staffed by no less than an Advanced EMT and an EMT-Basic, and any other personnel needed to sustain current level of care for the patient as determined by the attending physician.

3. MICU Ambulance Staffing. Each ambulance being used for mobile intensive care (MICU) must be staffed by a minimum of an EMT-Paramedic, an EMT-Basic, and any other personnel needed to sustain current level of care for the patient as determined by the attending physician.

J. Vehicle Inspections

1. Inspection of Ambulances Prior to Initial Operation. Prior to the commencement of operations, the Fire Chief or his designee shall inspect all ambulances used by Grantee in operating its transfer service at a reasonable time. An ambulance must pass inspection and have a current valid permit sticker prior to any use for customer transportation or care. Subsequent to the initial inspection, all ambulances which are subject to this franchise shall be inspected by the Fire Chief or designee every two years, except as noted in Article II.J.2.

2. Field Inspections. Ambulances may be inspected in the field at any hour by the Fire Chief or designee, and he may require any ambulance to proceed to a specified location for further inspection. If Grantee has three ambulance field inspection failures within a 12-month period, then the City shall re-inspect Grantee’s entire ambulance fleet within 30 days of the last failed field inspection.

3. Non-Compliance. The Fire Chief or designee shall flag the ambulance and remove the permit sticker from an ambulance that fails an inspection. Grantee shall not operate an ambulance without a valid permit sticker. It shall be an event of default for Grantee to operate a vehicle without a valid permit.

4. Inspection Process. Each inspection shall include:

a. Confirmation that the vehicle has a current motor vehicle registration sticker on the front windshield in compliance with Texas Transportation Code §502.059(c), as amended, with proof of vehicle inspection pursuant to the requirements of Texas Transportation Code Chapter 548, as amended.

b. Confirmation that the Grantee has a current EMS Provider License issued by Texas Department of State Health Services, Emergency Medical Services Division as provided for under 25 T.A.C. §§ 157.2 and 157.11.

c. Visual inspection of the vehicle(s) for the purpose of determining full operation of the following motor vehicle equipment:

(1) headlights, tail-lights, back-up lights, ambulance body clearance lights (if appropriate), brake lights and license plate lights, and appropriate emergency lights and sirens; and

(2) tires.

d. Visual and mechanical inspection of equipment for the purpose of determining compliance with the medical equipment specifications of the franchise.

5. Written Inspection Report. EPFD shall give the Grantee a written report at the time of inspection indicating any deficiencies.

6. Permit Sticker. A vehicle that meets the requirements of this franchise under this ordinance shall be issued a permit sticker indicating its validity for a twenty-four month period from the date of inspection. The sticker's expiration date shall not be deemed to impair or limit the City's ability to conduct field inspections or perform any other function under the terms of this franchise. An ambulance that has met the inspection requirements of this franchise shall display the permit sticker on the vehicle's rear window and said sticker shall be visible from the exterior of the vehicle at all times.

7. Permit Sticker Non-transferable. A permit sticker is not transferable from one vehicle to another.

8. Ambulances Not Passing Inspection. Any ambulance found not to be in compliance with the requirements of this franchise or of any other ordinance of the City regulating the use of ambulances on the streets and alleys of the City of El Paso shall 1) fail inspection, 2) be considered not safe or useable and 3) have any existing permit sticker removed. Thereafter, until the vehicle passes inspection, it shall not be operated for customer transportation or care upon the streets of the City of El Paso.

9. Re-inspection. At the request of the Grantee, EPFD shall re-inspect a vehicle that has failed inspection to determine if the deficiencies have been corrected. EPFD may require review of written documentation, such as equipment repair bills or sales receipts, and may re-inspect the vehicle and equipment visually and mechanically for compliance with this franchise.

10. Specialty Ambulance. The City, upon verification of the licensing of a vehicle as a specialty ambulance by the Texas Department of State Health Services, shall issue a sticker, as described in Article II, Section J.5, for any such vehicle.

K. Vehicle, Equipment and Supply Requirements

1. DSHS Regulations. Vehicles are required to meet all applicable Texas Department of State Health Services Regulations in effect at the time of inspection.

2. DSHS Vehicle Equipment and Supply Requirements. The following equipment and supplies are required for each ambulance operated in the Franchise Area by the Grantee:

a. Each ambulance being used for Basic Life Support Care must comply fully with DSHS requirements for Basic Life Support Ambulances, as amended.

b. Each ambulance being used for Advanced Life Support Care must comply fully with DSHS requirements for Advanced Life Support Ambulances, as amended.

c. Each ambulance being used for Mobile Intensive Care Unit services must comply fully with DSHS requirements for Mobile Intensive Care Ambulances, as amended.

3. Ambulance Markings. Grantee shall mark each ambulance distinctly with its company's name. Grantee's name shall be marked with a minimum one inch wide and five inch tall lettering on at least three sides of the ambulance. The color of Grantee's name must contrast with the color of the ambulance or the wrap. The Texas of Department of State Health Service provider's license number shall be displayed on the sides of the ambulance with "TX" appearing prior to said number in the width and height required by the State of Texas. Business phone numbers and logos are permissible; however, the words "Emergency Medical Services" or "EMS" shall not be used in any fashion.

4. Grantee shall submit to the Fire Chief or designee the Grantee's Medical Equipment checklist for approval. Grantor shall conduct the required vehicle inspection with said checklist to ensure that Grantee meets state and local requirements. Changes to Grantee's medical equipment as listed on the checklist shall be submitted to the Fire Chief or designee within fifteen days prior to the change to be in effect.

5. Grantee to Comply with Most Comprehensive Requirements. Grantee shall comply at the time of inspection or re-inspection with the supply and medical equipment list required in this ordinance or by the Texas Department of State Health Services, whichever is more comprehensive.

L. Operational Requirements

1. Permits. Grantee shall obtain and maintain, at its own expense, all required permits necessary for the operation of Grantee's service under applicable laws and the terms of this franchise.

2. Lights and Sirens. Grantee shall not avail himself of the permission given ambulances to disregard traffic laws except in those instances as expressly permitted under federal, state or local laws and with the permission of the Fire Department as may be granted upon a case-by-case basis.

3. Transportation and Treatment Decisions. Transportation and treatment decisions shall be made in accordance with Grantee's established policies and in accordance with the usual and customary medical practices of the medical community.

4. Treatment Protocols and Transfer Policies. Grantee shall file a copy of its treatment protocols and transfer policies with the Fire Chief and shall forward any changes in such protocols or procedures no less than five (5) working days prior to implementation of same.

5. Dispatcher's Responsibilities. Grantee's Dispatchers shall make reasonable efforts to determine if a request for service is an emergency or non-emergency. Upon receipt of a request for emergency service within the City limits of El Paso, or if Grantee responds to a call within the City limits that in good faith was taken as a non-emergency and then upon arrival it is determined that the call is an emergency, the call shall be immediately relayed by Grantee to EPFD Communications via radio or, if necessary, Grantee shall relay the call via 911 or 915-832-4429. EPFD will either elect to respond to the call or give Grantee permission to handle the incident.

6. Response to Emergency Situations. Unless authorized to do so by the Fire Chief or his designee, Grantee, its agents, or its employees, shall not knowingly go to the scene of an emergency within the City limits of El Paso with the intent to provide emergency service and transportation; provided, however, if Grantee discovers an emergency situation within the City limits of El Paso it shall immediately notify the EPFD Communications via EPFD radio and shall remain to render aid until an EPFD vehicle arrives or may transport if instructed to do so per EPFD Communications via EPFD radio. Such aid must be

comprehensive and at the maximum level allowed for those personnel by the Grantee's medical director.

7. Uniforms. Grantee's employees shall be required to wear uniforms while performing duties associated with the transportation and care of a customer. Uniform style and color provided by Grantee shall have the prior written approval of the Fire Chief and shall not resemble the uniform of the Fire Department.

8. Representation as EMT. Neither Grantee nor its employees shall hold out to the public in any manner that they are trained Emergency Medical Technicians or Paramedics unless they have been so certified by the Texas Department of State Health Services, Emergency Medical Services Division.

9. EMT to Attend Customer. All patient care and transport decisions are the responsibility of the highest medically trained and highest credentialed person on the scene. After a complete patient assessment and if the patient is stable, patient will be attended by the most appropriate certified EMT. In the event of an emergency situation, Grantee shall adhere to Article II.L.6 of this Franchise.

10. Ambulance for Customer Transport Only. Ambulances shall be used only for the purpose of transporting customers.

ARTICLE III. ADMINISTRATION AND REGULATIONS

A. State-Issued EMS Provider License

1. State License to Be Filed with City. Before commencing operations under this franchise, Grantee shall file with the City Clerk and the Fire Chief, a copy of its EMS Provider License as issued by the State of Texas, Department of State Health Services.

2. Suspension, Revocation, Non-Renewal of State License. Should Grantee's state-issued EMS Provider License be suspended, revoked or not renewed by the State of Texas, Grantee shall not operate any ambulance upon the streets, alleys or public rights-of-way within the City of El Paso until such time as Grantee's EMS Provider License is reinstated or renewed by the State of Texas. Grantee shall immediately notify the Fire Chief of any suspension, revocation, or non-renewal of its state-issued EMS Provider License.

3. Termination of Franchise Where Grantee Not Licensed by State. The basis set forth by the State of Texas for the suspension, revocation, or non-renewal of Grantee's EMS Provider License shall constitute a reasonable basis for the cancellation, termination or revocation of this franchise by the City of El Paso.

B. Rates

1. Grantee's Rates. The Mayor and City Council hereby approve the schedule of maximum rates attached hereto as "Exhibit A" and by reference made a part hereof. Any increase to the listed rates under this franchise shall be subject to the prior approval of the Mayor and City Council before being assessed to any patient or client by Grantee. Grantee shall indicate where any discounts to third parties have been given when providing its payment to the City.

2. Rates for EPFD-directed Emergency Response. Whenever the Grantee shall be directed by the Fire Chief to respond to an emergency as permitted by this franchise or other applicable law, the Grantee shall charge the City of El Paso rates established in the City's Budget Resolution or other resolution appropriately adopted by the El Paso City Council for Grantee's services provided to this franchise, instead of the rates listed for emergency response in the attached "Exhibit A". The discounts referenced in Article III, B.1 above are not applicable to EPFD-directed emergency response.

3. Special Segments: The following shall be handled as stated below:

a. Long Distance. Long Distance transport fee shall only include the base rate and shall exclude mileage from the computation.

b. Airport Transfer. For calls that originate in the City of El Paso and request transfer to the El Paso International Airport the fee shall only include the base rate and shall exclude mileage from the computation.

c. Special Events. Special events shall be billed only when an actual transport is required to an El Paso hospital from a special event and shall include both the base rate and the mileage.

C. Grantee's Office and Telephone Number

The Grantee shall, at its own cost, maintain an office within the City, which shall be open during all usual business hours, have a publicly-listed telephone with a locally accessible number and sufficient lines and be operated so that complaints and requests for billing or adjustments shall be received on a twenty-four (24) hour basis.

D. Billing Statements

1. Franchising Authority Identified. Grantee's billing statements shall include the Grantee's proper phone number and street address for its El Paso office and shall identify the City as Grantee's franchising authority as follows: Franchising Authority: City of El Paso, Attn: Fire Department, Community Health Program, 416 N. Stanton, Ste. 200, El Paso, Texas 79901.

2. Complaints May Be Sent to City of El Paso. Grantee shall include in each of its billing statements a notice to its clients and patients that copies of complaints may be forwarded to the Grantee's franchising authority, the City of El Paso.

E. Customer Complaints

1. Complaint Procedure shall, in addition to the requirements mandated elsewhere in this franchise, establish procedures for receiving, acting upon, and resolving complaints. A copy of the most current procedures shall be filed with the Fire Chief. The Grantee shall furnish a notice of such procedures to its patients and clients on each of its billing statements.

2. Complaint Logs. The Grantee shall keep a log, which will indicate the name of the complainant, the name of the customer (if different from the complainant), the nature of each complaint, the date and time it was received, the disposition of said complaint and the time and date thereof. This log shall be made available for periodic inspection by representatives of the City.

3. Retention of Complaint Logs. All complaint entries shall be retained on file for a period of two (2) years from the date the complaint entry was made.

4. Multiple complaints - City-ordered Investigation, Analysis and Report. When similar complaints are filed or when other evidence exists which casts doubt on the reliability or quality of Grantee's service, the City shall have the right to require the Grantee to investigate, analyze, and report on the performance of the transfer service and the personnel involved. Such report shall be delivered to the City no later than fourteen (14) days after the City formally notifies the Grantee and shall include, at a minimum, the following information: the nature of the complaints which precipitated the investigation; the equipment used in rendering services; the procedures employed in rendering services to the complainant or patient; a narrative of the incident and the resulting outcome; and the method by which said complaints were resolved.

5. City May Conduct Own Investigation. The City may conduct its own investigation, analysis and draft reports regarding the Grantee's customer service. The City may also require that an investigation, analysis and report be conducted or supervised by an independent health care professional with demonstrated knowledge and understanding of appropriate EPFD and Medical Transfer procedures and protocols and who is not on the permanent staff of the Grantee.

6. Selection of Independent Health Care Professional. An independent health care professional shall be selected by the Grantee from a list of no less than two persons or firms nominated by the City of El Paso through its Fire Chief. Should Grantee fail to select an independent health care professional from the list of nominees within ten days after receiving the notice identifying the nominees, the City shall be entitled to select the independent health care professional and such selection shall be final. The aforesaid professional shall sign all reports of the investigation and analysis and shall forward the report, including such records as necessary to properly interpret the results of the investigation and analysis, to the City or other designated City representative. The report shall recommend actions to be taken by the Grantee and the City. The reasonable costs of such independent investigation shall be paid by the Grantee, provided, however, in the event

such investigation determines that the Grantee is operating in accordance with all performance standards and requirements of this franchise, all costs for such independent investigation shall be paid by the City.

7. Basis for Investigation. The City shall require investigations, analyses, and reports when and under such circumstances as the City has reasonable grounds to believe a) that the health or welfare of the public may be at risk or b) that Grantee's level of service does not meet or comply with the standards of care and service which are customary in the emergency medical profession or which are required by federal, state, or local laws.

F. **HHS PRIVACY REGULATIONS.** The Health Insurance Portability and Accountability Act (HIPAA) *Standards for Privacy of Individually Identifiable Health Information* (Privacy Rule), as amended by the HITECH Act and regulations promulgated thereunder by the U.S. Department of Health and Human Services, and any subsequent amendments or modifications thereto (collectively, "HIPAA"); see 45 CFR Part 160 and Subparts A and E of Part 164, requires that Grantee offer assurances to the City that the Grantee will safeguard any protected health information received or created on behalf of the City. Pursuant to this requirement, the following is set forth:

1. **Definitions**. The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear, or as provided in (1)(h) to this Section.

a. **Agreement** shall refer to this document.

b. **Business Associate** means Grantee.

c. **HHS Privacy Regulations** shall mean the Code of Federal Regulations ("C.F.R.") at Title 45, Sections 160 and 164, in effect, or as amended.

d. **Individual** shall mean the person who is the subject of the Information, and has the same meaning as the term "individual" is defined in 45 C.F.R. 160.103.

e. **Information** shall mean any "health information" provided and/or made available by the CITY to BUSINESS ASSOCIATE, and has the same meaning as the term "health information" as defined by 45 C.F.R. 160.103.

f. **Parties** shall mean the CITY and BUSINESS ASSOCIATE.

g. **Secretary** shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.

h. **Catch-all definition:** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach

Notification and Enforcement Rules at 45 C.F.R. Part 160 and 164, in effect, or as amended: breach, data aggregation, designated record set, disclosure, health care operations, protected health information, required by law, subcontractor, and use.

2. **Limits on Use and Disclosure Established by Terms of Agreement.** BUSINESS ASSOCIATE hereby agrees that it shall be prohibited from using or disclosing the Information provided or made available by the CITY for any other purpose other than as expressly permitted or required by this Agreement (ref. 45 C.F.R. 164.504(e)(2)).

3. **Stated Purposes for which BUSINESS ASSOCIATE May Use or Disclose Information.** The Parties hereby agree that BUSINESS ASSOCIATE shall be permitted to use and/or disclose Information provided or made available from CITY for the following stated purposes:

   To provide ambulance, public health, and related support services (service) to the community of the CITY for the mutual benefit and general welfare of BUSINESS ASSOCIATE and the CITY (ref. 45 C.F.R. 164.504(e)(2)(i); 65 Fed. Reg. 82505.)

4. **Use of Information for Management, Administrative and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to use Information if necessary for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE. (ref. 45 C.F.R. 164.504(e)(4)(i)(A-B)).

5. **Disclosure of Information for Management, Administration and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to disclose Information received from CITY for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE, provided:

   a. The disclosure is required by law; or

   b. The BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies the BUSINESS ASSOCIATE of any instance of which it is aware in which the confidentiality of the information has been breached. (ref. 45 C.F.R. 164.504(e)(4)(ii)).

6. **Data Aggregation Services.** BUSINESS ASSOCIATE is also permitted to use or disclose Information to provide data aggregation services, as that term is

defined by 45 C.F.R. 164.501, relating to the health care operations of CITY. (ref. 45 C.F.R. 164.504(e)(2)(i)(B)).

7. **BUSINESS ASSOCIATE OBLIGATIONS:**

a. **Limits on Use and Further Disclosure Established by Agreement and Law.** BUSINESS ASSOCIATE hereby agrees that the Information provided or made available by the CITY shall not be further used or disclosed other than as permitted or required by the Agreement or as required by federal law. (ref. 45 C.F.R. 164.504(e)(2)(ii)(A)).

b. **Appropriate Safeguards.** BUSINESS ASSOCIATE will establish and maintain appropriate safeguards to prevent any use or disclosure of the Information, other than as provided for by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(B)).

c. **Reports of Improper Use or Disclosure.** BUSINESS ASSOCIATE hereby agrees that it shall report to CITY **within two (2) days of discovery** any use or disclosure of Information not provided for or allowed by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(C)).

d. **Subcontractors and Agents.** In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, BUSINESS ASSOCIATE agrees to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of BUSINESS ASSOCIATE agree in writing to the same restrictions and conditions that apply through this Agreement to BUSINESS ASSOCIATE with respect to such Information.

e. **Right of Access to Information.** BUSINESS ASSOCIATE hereby agrees to make available and provide a right of access to Information by an Individual. This right of access shall conform with and meet all of the requirements of Section 181.102 of the Texas Health and Safety Code, requiring that not later than the 15th business day after the date of the receipt of a written request from a person for the person's electronic health record, BUSINESS ASSOCIATE shall provide the requested record to the person in electronic form unless the person agrees to accept the record in another form, and with any further requirements of 45 C.F.R. 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(E)).

f. **Correction of Health Information by Individuals.** BUSINESS ASSOCIATE shall, upon receipt of notice from the CITY, amend or correct protected health information (PHI) in its possession or under its control.

g. **Amendment and Incorporation of Amendments.** BUSINESS ASSOCIATE agrees to make Information available for amendment and to incorporate any amendments to Information in accordance with 45 C.F.R. 164.504(e)(2)(ii)(F)).

h. **Provide Accounting.** BUSINESS ASSOCIATE agrees to make Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(G)).

i. **Access to Books and Records.** BUSINESS ASSOCIATE hereby agrees to make its internal practices, books, and records relating to the use or disclosure of Information received from, or created or received by BUSINESS ASSOCIATE on behalf of the CITY, available to the Secretary or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations. (ref. 45 C.F.R. 164.504(e)(2)(ii)(I)).

j. **Return or Destruction of Information.** At the termination of this Agreement, BUSINESS ASSOCIATE hereby agrees to adhere to Sub-section F.3 of Article III of this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(J)).

k. **Mitigation Procedures.** BUSINESS ASSOCIATE agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of Information in a manner contrary to this Agreement or the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(f)).

l. **Sanction Procedures.** BUSINESS ASSOCIATE agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement of the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(e)(1)).

m. **Subpart E of 45 C.F.R. Part 164, as amended.** To the extent BUSINESS ASSOCIATE is to carry out one or more of CITY'S obligations under Subpart E of 45 C.F.R. Part 164, as amended, BUSINESS ASSOCIATE shall comply with the requirements of Subpart E that apply to CITY in the performance of such obligation(s).

n. **Prohibition against the Sale of Protected Health Information.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.153, and any amendments of that section.

o. Notice and Authorization Required for Electronic Disclosure of PHI. The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.154, and any amendments of that section, regarding the requirement of providing notice to an Individual for whom the BUSINESS ASSOCIATE creates or receives protected health information if the Individual's PHI is subject to electronic disclosure.

p. State Law on Medical Records Privacy. The BUSINESS ASSOCIATE shall abide by the requirements set forth in Texas Health and Safety Code Section 181.001 et. seq., and any amendments of that chapter.

8. **Property Rights.** The Information shall be and remain the property of the CITY. BUSINESS ASSOCIATE agrees that it acquires no title or rights to the Information, including any de-identified Information, as a result of this Agreement.

9. **Modifications**. The CITY and BUSINESS ASSOCIATE agree to modify this Business Associate Agreement, in order to comply with Administrative Simplification requirements of HIPAA, as set forth in Title 45, Parts 160 and 164, of the Code of Federal Regulations, as amended.

10. **Automatic Amendment**. Upon the effective date of any amendment to the regulations promulgated by HHS with respect to PHI, this Business Associate Agreement shall automatically amend such that the obligations imposed on BUSINESS ASSOCIATE as a Business Associate remain in compliance with such regulations.

(signatures on the following page)

PASSED AND APPROVED this _____ day of _____, 2023.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

THE CITY OF EL PASO

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Carlos L. Armendariz
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Jonathan Killings
Fire Chief

(ACCEPTANCES AND ACKNOWLEDGMENT ON THE FOLLOWING PAGE)

ACCEPTANCE AND ACKNOWLEDGMENT

ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this 14 day of April, 2023.

Elite Medical Air Transport, LLC d/b/a Emergent Air

By: _____
Printed Name: Ronald Lee King
Title: President

ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 14 day of April, 2023, by Ronald Lee King, as President, on behalf of **Elite Medical Air Transport, LLC d/b/a Emergent Air.**

ENID COUTINO
Notary ID #125294518
My Commission Expires
November 18, 2025

_____
Notary Public, State of Texas
Notary's Printed or Typed Name: Enid Coutino

My Commission Expires: 11.18.25

RECEIVED FOR FILING THIS _____ DAY OF _____, 2023.

_____
Laura D. Prine, City Clerk

EXHIBIT A

Elite Medical Air Transport, LLC d/b/a Emergent Air

PUBLIC RATES

TRANSPORT TYPE:	**RATE**
BLS NON-EMERGENCY	$600.00
BLS EMERGENCY	$800.00
ALS NON-EMERGENCY	$700.00
ALS-1 EMERGENCY	$900.00
ALS-2 EMERGENCY	$1000.00
SPECIALITY CARE TRANSPORT (SCT)	$1500.00
MILEAGE	$25.00 per mile

* Discount consideration may be given to the following:

1. Patients
2. Facilities
3. Payers
4. Vendors

File #: 23-704, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

District 3
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Andrew Salloum, (915) 212-1603

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance changing the zoning of a portion of Tracts 10E and 11D, Section 36, Block 80, Township 2, Texas and Pacific Railway Surveys and a portion of Lot 1, Block 1, Pars Commercial Village, 11248 and 11254 Montana Avenue and 3667 George Dieter Drive, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) and C-1 (Commercial) to C-3 (Commercial) and from C-4/c (Commercial/conditions) to C-3/c (Commercial/conditions), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 11248 and 11254 Montana Avenue and 3667 George Dieter Drive
Applicant: Abdolkarim Saadatkhah - PZRZ22-00044

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: May 23, 2023
PUBLIC HEARING DATE: June 21, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Andrew Salloum, (915) 212-1603

DISTRICT(S) AFFECTED: District 3

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:
An ordinance changing the zoning of the property described as a portion of Tracts 10E and 11D, Section 36, Block 80, Township 2, Texas and Pacific Railway Surveys and a portion of Lot 1, Block 1, Pars Commercial Village, 11248 and 11254 Montana Avenue and 3667 George Dieter Drive, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) and C-1 (Commercial) to C-3 (Commercial) and from C-4/c (Commercial/conditions) to C-3/c (Commercial/conditions), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with *Plan El Paso*, the City's Comprehensive Plan.

Subject Property: 11248 and 11254 Montana Avenue and 3667 George Dieter Drive
Applicant: Abdolkarim Saadatkhah - PZRZ22-00044

BACKGROUND / DISCUSSION:
The applicant is requesting to rezone from R-F (Ranch and Farm) and C-1 (Commercial) to C-3 (Commercial) and from C-4/c (Commercial/conditions) to C-3/c (Commercial/conditions) to allow for a proposed shopping center. City Plan Commission recommended 7-1 to approve the proposed rezoning with seven (7) conditions on April 6, 2023. As of May 15, 2023, the Planning Division has not received communication in support or opposition to the request. Staff received three phone calls and two emails of inquiry. Three residents attended to express their opposition at the City Plan Commission hearing. See attached staff report for additional information.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division
SECONDARY DEPARTMENT: N/A

**********REQUIRED AUTHORIZATION**********

DEPARTMENT HEAD:

Kevin Smith for Philip Etiwe

Revised 04/09/2021

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF TRACTS 10E AND 11D, SECTION 36, BLOCK 80, TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY SURVEYS AND A PORTION OF LOT 1, BLOCK 1, PARS COMMERCIAL VILLAGE, 11248 AND 11254 MONTANA AVENUE AND 3667 GEORGE DIETER DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANACH AND FARM) AND C-1 (COMMERCIAL) TO C-3 (COMMERCIAL) AND FROM C-4/C (COMMERCIAL/CONDITIONS) TO C-3/C (COMMERCIAL/CONDITIONS), AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of a portion of Tracts 10E and 11D, Section 36, Block 80, Township Texas and Pacific Railway Surveys and a portion of Lot 1, Block 1, Pars Commercial Village, 11248 and 11254 Montana Avenue and 3667 George Dieter Drive, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from **R-F (Ranch and Farm) and C-1 (Commercial) C-3 (Commercial) and from C-4/c (Commercial/conditions) to C-3/c (Commercial/conditions)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following conditions which are necessitated by and attributable to the change in intensity generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:

1. That a detailed site development plan shall be reviewed and approved per the El Paso City Code prior to the issuance of building permits.

2. That a twenty-foot (20') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.

3. That no building(s) shall be constructed closer than fifty (50) feet to the property lines adjacent to residential zone districts or uses.

4. That all access to Kachina Drive be prohibited.

5. That a minimum 500-foot distance be required between any establishments meeting both of the following criteria:
   a. Establishment deriving 51% or more of their income from the sale of alcoholic beverages for on-premise consumption; and

b. Providing outdoor amplified sound.

6. That within twenty feet (20') from the front property line abutting Montana Avenue, no vehicular storage or diplay shall be allowed.

7. That a seven foot (7') high masonry wall be required to be placed along the entire property line abutting residential zone districts or uses.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____ 2023.

THE CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO CONTENT:

Kevin Smith for
_____
Philip F. Etiwe, Director
Planning & Inspections Department

APPROVED AS TO FORM:

_____
Joyce Garcia
Assistant City Attorney

(Exhibit "A" on the following pages)

EXHIBIT "A"

PARCEL 1
ZONING CHANGE
METES AND BOUNDS

Description of a parcel of land being a portion of Tracts 10E and 11D, Section 36, Block 80, Township 2, Texas and Pacific Railway Surveys, City of El Paso, El Paso County, Texas being more particularly described by metes and bounds as follows:

Commencing at at an existing City Monument on the center line intersection of Breckenridge Drive (60 feet ROW) and George Dieter Drive (120 feet ROW); Thence S00°33'00" E along the center line of George Dieter Drive, a distance of 140.58 feet to a point : Thence leaving said center line N90°00'00"W a distance of 60.00 feet to a point on the North ROW line of George Dieter Drive; Thence N90°00'00"W a distance of 475.97 feet to a point that marks the Southeast corner of this parcel of land, said point also being the point of beginning of this descripton;

Thence N90°00'00"W, a distance of 125.60 feet to a point that marks the Southwest corner of this parcel of land;

Thence N00°00'00"E , a distance of 758.84 feet to a point that marks the Northwest corner of this parcel of land;.

Thence S90°00'00"E, a distance of 125.60 feet to a point; that marks the Northeast corner of this parcel of land;

Thence S00°00'00"W a distance of 758.84 feet to the point of beginning of this description. Said parcel of land contains 95,311 square feet or 2.188 acres of land more or less.



El Paso, Texas Thursday, January 12, 2023

.PARCEL 2
ZONING CHANGE
METES AND BOUNDS

Description of a parcel of land being a portion of Lot 1, Block 1 Pars Commercial Village, City of El Paso, El Paso County, Texas being more particularly described by metes and bounds as follows:

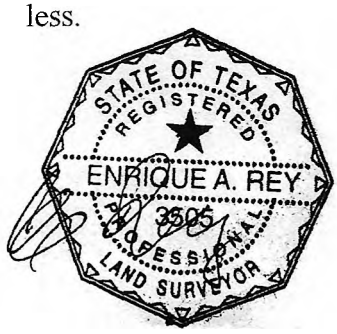
Commencing at at an existing City Monument on the center line intersection of Breckenridge Drive (60 feet ROW) and George Dieter Drive (120 feet ROW); Thence S00°33'00" E along the center line of George Dieter Drive, a distance of 140.58 feet to a point : Thence leaving said center line N90°00'00"W a distance of 60.00 feet to a point on the North ROW line of George Dieter Drive; Thence N90°00'00"W a distance of 472.94 feet to a point. Thence S00°00'00"E to a point that marks the Northwest corner of this parcel of land, said point also being the point of beginning of this descripton;

Thence S00°00'00"E, a distance of 250.30 feet to a point on the South ROW line of Montana Ave.;

Thence S81°12'00"W , along said Southern ROW line of Montana Ave., a distance of 290.04 feet to a point.

Thence N00°00'00"W, a distance of 294 68 feet to a point;

Thence N90°00'00"E a distance of 286.63 feet to the point of beginning of this description. Said parcel of land contains 78,103 square feet or 1.793 acres of land more or less.



El Paso, Texas Thursday, January 12, 2023

LEGAL DESCRIPTION:

PARCEL 1
ZONING CHANGE
METES AND BOUNDS

Description of a parcel of land being a port Ion of Tracts 10E and 11D, Section 36, Block 80, Township 2, Texas and Pacific Railway Surveys, City of El Paso, El Paso County, and being more particularly described by metes and bounds as follows:

Commencing at at an existing City Monument on the center line intersection of Breckenridge Drive (60 feet ROW) and George Dieter Drive (120 feet ROW); Thence N00°33'00" W along the center line of George Dieter Drive, a distance of 140.58 feet to a point : Thence leaving said center line N90°00'00"W a distance of 60.00 feet to a point on the North ROW line of George Dieter Drive; Thence N90°00'00"W a distance of **472.94** feet to a point,Thence N00 degrees 00 minutes 00 seconds W a distance of 344.70 feet to a point that marks the Southeast corner of these parcels, said point also being the point of beginning of this descripton;

Thence N90°00'00"W, a distance of 125.60 feet to a point that marks the Southwest corner of this parcels of land;

Thence N00°00'00"E , a distance of 758.84 feet to a point that marks the Northwest corner of th**i**s parcels of land;.

Thence S90°00'00"E, a distance of 125.60 feet to a point; that marks the Northeast corner of these parcels of land;

Thence S00°00'00"W a distance of 758.84 feet to the point of beginning of this description. Said parcels of land contains 95,311 square feet or 2.188 acres of land more or less.

PARCEL 2
ZONING CHANGE
METES AND BOUNDS

Description of a parcel of land being a port Ion of Lot 1, Block 1 Pars Commercial Village, City of El Paso, El Paso County, and being more particularly described by metes and bounds as follows:

Commencing at at an existing City Monument on the center line intersection of Breckenridge Drive (60 feet ROW) and George Dieter Drive (120 feet ROW); Thence N00°33'00" W along the center line of George Dieter Drive, a distance of 140.58 feet to a point : Thence leaving said center line N90°00'00"W a distance of 60.00 feet to a point on the North ROW line of George Dieter Drive; Thence N90°00'00"W a distance of **1249.18** feet to a point that marks the Southwest corner of this parcel of land, said point also being the point of beginning of this descripton;

Thence N81°12'00"W, along said Southern ROW line of Montana Avenue. distance of 290.04 feet to a point that marks the Northeast corner of this parcel of land;

Thence S00°00'00"W, a distance of 294.68 feet to a point;

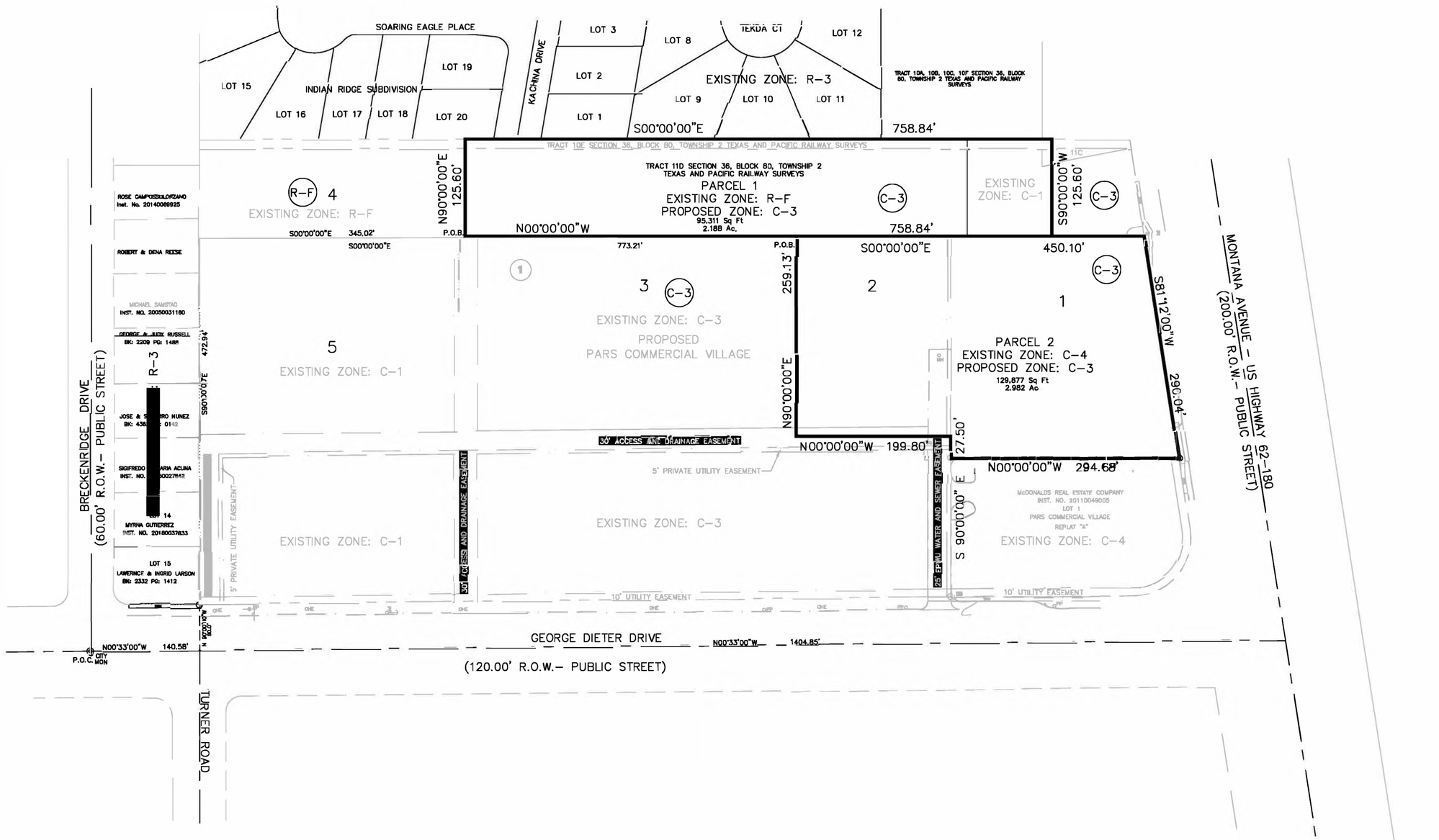
Thence N00°00'00"W, a distance of 27.50 feet to a point;

Thence S00°00'00"W, a distance of 199.80 feet to a point that marks the Southeastern corner of this parcel of land;

Thence S90°00'00"W a distance of 286.63 feet to the point of beginning of this description. Said parcel of land contains 129.877 square feet or 2.982 acres of land more or less.

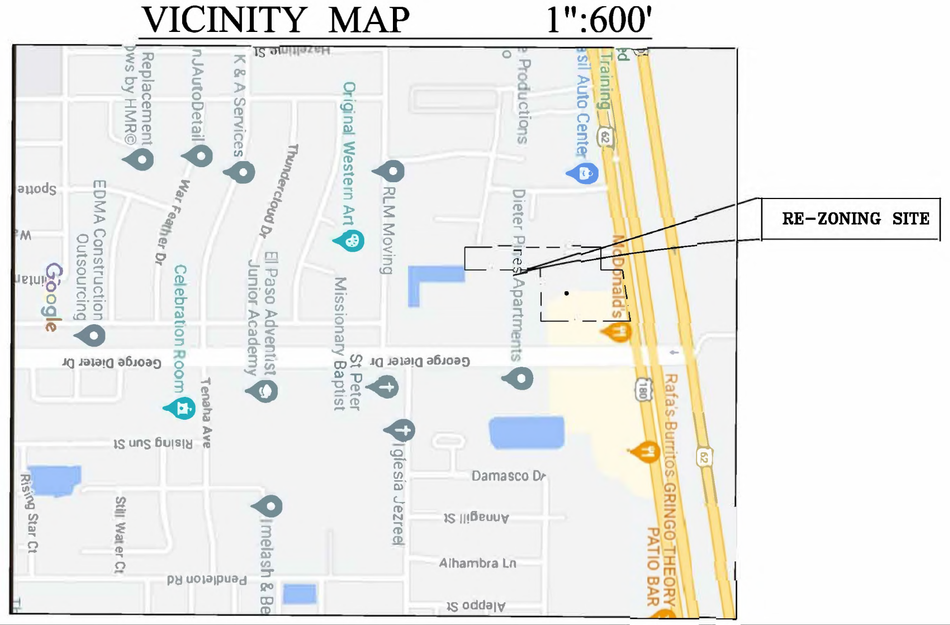
ZONING

EXISTING R-F, C-1, & C-4
PROPOSED C-3



Scale:1" = 100.0'

VICINITY MAP 1":600'



GRAPHIC SCALE

100 0 50 100 100 200
(IN FEET)
1 inch = 100 ft.

REVISIONS
1 8/19/2017

PROJECT ARCHITECT:
PROJECT NUMBER:
DRAWING BY: MC
DATE: 11-29-2022
FILE:

OWNER
XXXXX

PROJECT NAME
ZONING CHANGE
11248 MONTANA AVENUE EL PASO, TEXAS

STATE OF TEXAS
ENRIQUE A. REY
135405
LICENSED PROFESSIONAL ENGINEER

REY ENGINEERING
Consulting Engineering & Surveying
TEXAS FIRM REGISTRATION # F-3365
9434 VISTA HILLS DR. EL PASO, TX. 79925
TEL. OFFICE (915) 633-6070 MOBILE (915) 309-1989

SHEET TITLE
ZONING CHANGE

1-1

SHT. 01 OF 01

PL 2022\2022 ZONING\ZPARS-REPLAT-1.dwg, Adobe PDF

ZONING

11248 and 11254 Montana Avenue, and 3667 George Dieter Drive

City Plan Commission — April 6, 2023 ***(REVISED)***

CASE NUMBER:	**PZRZ22-00044**
CASE MANAGER:	Andrew Salloum, (915) 212-1603, SalloumAM@elpasotexas.gov
PROPERTY OWNER:	Abdolkarim Saadatkhah
REPRESENTATIVE:	Rey Engineering
LOCATION:	11248 Montana Ave., 11254 Montana Ave., and 3667 George Dieter Dr. (District 3)
PROPERTY AREA:	3.98 acres
REQUEST:	Rezone from R-F (Ranch and Farm) and C-1 (Commercial) to C-3 (Commercial) and from C-4/c (Commercial/conditions) to C-3/c (Commercial/conditions)
RELATED APPLICATIONS:	None
PUBLIC INPUT:	Received 3 phone calls and 2 emails of inquiry as of April 6, 2023

SUMMARY OF REQUEST: The applicant is requesting to rezone from R-F (Ranch and Farm) and C-1 (Commercial) to C-3 (Commercial) and from C-4/c (Commercial/conditions) to C-3/c (Commercial/conditions) to allow for shopping center.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL WITH CONDITIONS** of the rezoning request. The proposed zoning district is compatible with the commercial uses in the surrounding area and consistent with *Plan El Paso*, the City's Comprehensive Plan and the G-4, Suburban (Walkable) future land use designation. The conditions are the following:

1. *That a detailed site development plan shall be reviewed and approved per the El Paso City Code prior to the issuance of building permits.*

2. *That a twenty-foot (20') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.*

3. *That no building(s) shall be constructed closer than fifty feet (50') to the property lines adjacent to residential zone districts or uses.*

4. *That ingress and egress at Kachina Drive be limited to emergency vehicles only.*

5. *That a minimum five hundred-foot (500') distance be required between any establishments meeting both of the following criteria:*
   a. Establishment deriving fifty-one percent (51%) or more of their income from the sale of alcoholic beverages for on-premise consumption; and
   b. Providing outdoor amplified sound.

6. *That within twenty feet (20') from the front property line abutting Montana Avenue, no vehicular storage or display shall be allowed.*

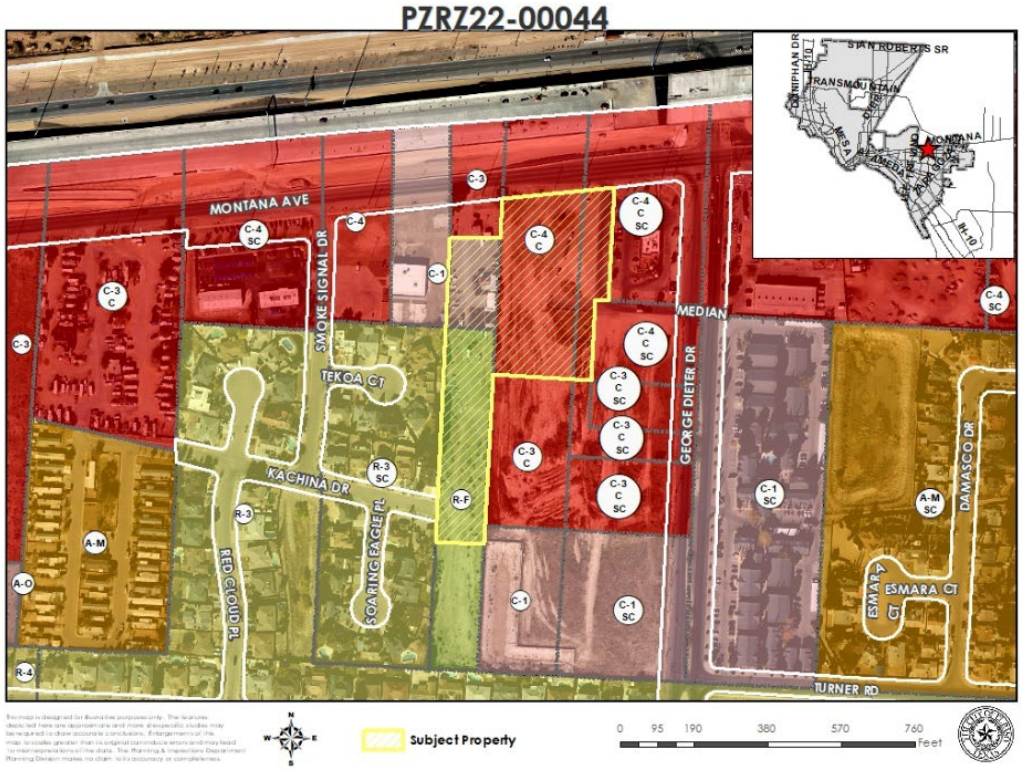


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone from R-F (Ranch and Farm) and C-1 (Commercial) to C-3 (Commercial) and from C-4/c (Commercial/conditions) to C-3/c (Commercial/conditions) to allow for a proposed shopping center. The size of the property is 3.98 acres. The conceptual site plan shows six (6) proposed structures on the subject property that range from 2,000 to 10,000 square feet. Main access to the property is proposed from Montana Avenue and George Dieter Drive.

PREVIOUS CASE HISTORY: By Ordinance No. 8850, dated November 11, 1986, City Council approved the rezoning of the subject property from R-3 (Residential) to C-1 (Commercial) and C-3 (Commercial) with the following conditions:

1. *First Party must dedicate an improved sixty (60) feet of right-of-way to the City of El Paso for the extension of George Dieter Drive within 18 months of approval of the rezoning requests by the Mayor and City Council.*

   Note: Condition No. 1 was released in its entirety by Ordinance No.17282, dated March 2, 2010 and does not apply.

2. *Prior to the issuance of any building permits, a subdivision plat must be filed of record. As part of the subdivision improvements a sixty (60) foot wide street must be dedicated from George Dieter Drive to the westernmost boundary of the property and a seventy-five (75) foot turning radius must be provided at the George Dieter Drive/Montana Avenue interchange.*

   Note: Condition No. 2 was amended by Ordinance No. 17282, dated March 2, 2010 to read as the following: Prior to the issuance of any building permits, a subdivision plat must be filed of record. Condition will be applicable.

3. *No building (s) can be constructed closer than fifty (50) feet to the southern boundary line of Parcel 1.*

Note: Condition No. 3 does not apply.

By Ordinance No. 15907, dated September 28, 2004, City Council approved the rezoning of the subject property from R-F (Ranch and Farm) and C-3/sc (Commercial/special contract) to C-4 (Commercial) and C-4 (Commercial/special contract) with the following condition:

Prior to the issuance of any building permits, a detailed site plan shall be reviewed and approved per the El Paso Municipal Code.

Note: this condition will be applicable.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed use of shopping center and the C-3 (Commercial) district are compatible with nearby C-1 (Commercial), C-3 (Commercial),C-4 (Commercial), consisting of automobile repair service station, restaurant, and ponding area and meet the established character of the neighborhood surrounding the subject property. The properties to the west include single-family dwellings zoned R-3 (Residential). The conditions are being recommended to address the incompatibly with the residential zone district. The proposed rezoning will allow for the creation of commercial establishments that will provide goods or render services in close proximity to residential properties. The closest school is Pebble Hill Elementary School located 1.13 miles away and the closest park is Indian Ridge Park located 1.5 miles away.

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: **G-4, Suburban (Walkable):** This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.	Yes. The proposed shopping center is compatible with the future land use designation. The intent is to allow for the creation of establishments providing civic and commercial uses to the area.
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **C-3 (Commercial) District:** The purpose of the district is to accommodate establishments providing goods and services which are used in support of the community's trade and service establishments and serving multi-neighborhoods within a planning area of the city. The regulations of the district will permit intensities designed to be compatible with each other and to provide for a wide range of types of commercial activity, including light automobile related uses.	Yes. The proposed C-3 (Commercial) zoning district is the same as the adjacent zoning district to the south and east. The proposed commercial developments have the potential to provide goods and render services to the nearby area and are in character with the spirit of the C-1 (Commercial), C-3, and C-4 (Commercial) zone districts. Conditions are being recommended to address the incompatibly with the R-3 (Residential) zone district.
Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.	Yes. The subject property has access to Montana Avenue and George Dieter Drive, which are designated as a Freeway and Major Arterial, respectively in the City's Major Thoroughfare Plan. The classification of these roads is appropriate for the proposed development.

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	None. The proposed development is not within any historic districts or study area plan boundaries.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed development is not anticipated to pose any adverse effects on the community. The conditions are being recommended to address the incompatibly with the residential properties to the west.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve greenfield, environmentally sensitive land, or arroyo disturbance.
Stability: Whether the area is stable or in transition.	None. The area is stable and the surrounding properties have not been rezoned in the last 10 years.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The R-F (Ranch and Farm) is no longer appropriate fit the existing commercial surrounding area.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The proposed development will have access to Montana Avenue and George Dieter Drive, which are designated as a Freeway and Major Arterial, respectively in the City's Major Thoroughfare Plan. The classification of these roads is appropriate for the proposed development. The existing infrastructure and services are adequate to serve the proposed redevelopment. Sidewalks are consistently present near the subject property. The closest bus stop includes Brio route service and is along Montana Avenue located 0.15 miles from the subject property.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments were received from reviewing departments.

PUBLIC COMMENT: The property does not lie within any neighborhood associations. As required, public notices were mailed to property owners within 300 feet on March 23, 2023. As of April 6, 2023, the Planning Division has not received any communication in support or opposition to the request from the public. But staff received three phone calls and two emails of inquiry, see attachment 8.

RELATED APPLICATIONS: None.

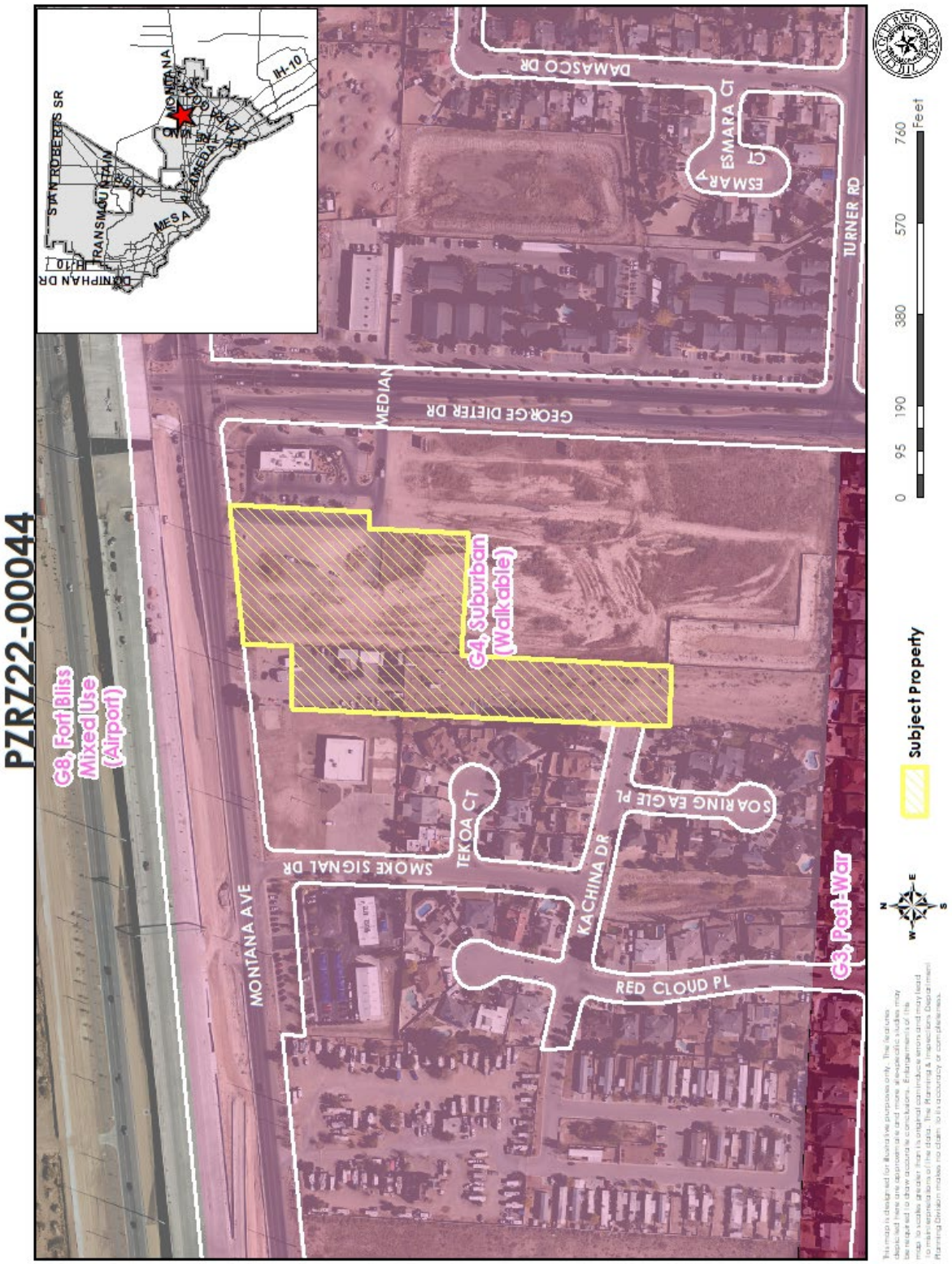
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

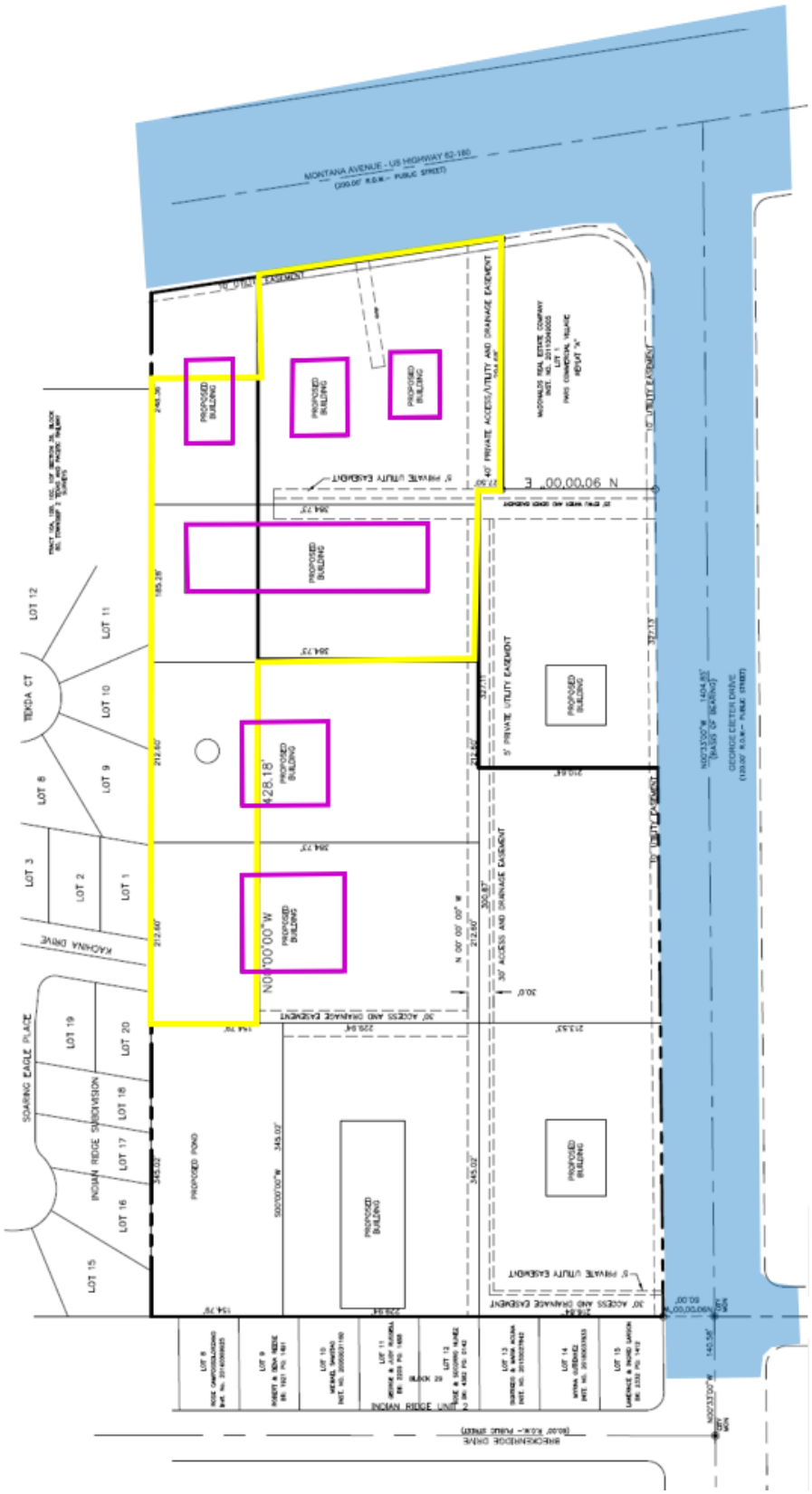
ATTACHMENTS:

1. Future Land Use Map
2. Conceptual Site Plan
3. Department Comments
4. Ordinance No. 8850
5. Ordinance No. 15907
6. Ordinance No. 17282
7. Neighborhood Notification Boundary Map
8. Emails of Inquiry

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3

Planning and Inspections Department - Planning Division

Staff recommends approval of the rezoning request with the following conditions:

1. *That a detailed site development plan shall be reviewed and approved per the El Paso City Code prior to the issuance of building permits.*

2. *That a twenty-foot (20') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.*

3. *That no building(s) shall be constructed closer than fifty feet (50') to the property lines adjacent to residential zone districts or uses.*

4. *That ingress and egress at Kachina Drive be limited to emergency vehicles through use of a gate.*

5. *That a minimum five hundred-foot (500') distance be required between any establishments meeting both of the following criteria:*
   a. Establishment deriving fifty-one percent (51%) or more of their income from the sale of alcoholic beverages for on-premise consumption; and
   b. Providing outdoor amplified sound.

6. *That within twenty feet (20') from the front property line abutting Montana Avenue, no vehicular storage or display shall be allowed.*

Planning and Inspections Department – Plan Review & Landscaping Division

The generalized site plan is not being reviewed for conformance due to conceptual nature. No objections to proposed rezoning.

Planning and Inspections Department – Land Development

1. Provide and label note "All existing and proposed sidewalks, barrier free ramps, handicap parking, driveway crosswalks, driveways and accessible routes shall comply with A.D.A., T.A.S. and city of El Paso requirements. Existing infrastructure not complying shall be removed and replaced to meet standards" on the plan.
2. Provide 5' concrete sidewalk on George Dieter and Montana.
3. Provide official address of the lot.
4. Coordinate and obtain approval from TxDOT (Montana).
5. Provide and label "6ft Rockwall from high side" along the proposed pond and residential area.
6. Provide complete calculations and capacity for the relocation pond.
7. Add general note to both the preliminary and final plat sheets: "The retention of all storm-water runoff discharge volume is required within this subdivision's limits in compliance with all provisions of (Muni-Code 19.19.010A, DSC, and DDM Section 11.1)."
8. Complete drainage shall be finished in the phase I.
9. Clarify and label the zoning area to be re-zoning, proposed pond area is included?

Note: Applicant to coordinate with Land Development at time of Subdivision platting and Building permitting stages.

Fire Department
No adverse comments.

Environment Services
No comments received.

Streets and Maintenance Department
Streets and Maintenance traffic engineering has no objections to the zoning. TIA is required.

Note: TIA is deferred to Subdivision platting stage.

Sun Metro
No comments received.

El Paso Water
EPWater does not object to this request.

Montana Ave. is a Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within Montana Ave. right-of-way requires written permission from TxDOT.

Water:
There is an existing 30-inch diameter water transmission main that extends along Montana Ave., located approximately 13.5-feet north of the southern right-of-way line. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations.

There is an existing 8-inch diameter water main along Montana Ave. located approximately 20 feet north of the southern right-of-way line. This main is available for service and main extension.

There is an existing 8-inch diameter water main that extends along George Dieter Dr. located approximately 43-feet east of the western right-of-way line. This main is available for service.

There is an existing 8-inch diameter water main that extends along an existing 25-foot PSB easement located approximately 319 feet south and parallel to the southern right-of-way of Montana Ave. This main dead-ends approximately 260-feet west of George Dieter Dr. This main is available for service and main extension. This main shall be extended along a PSB easement and tie into the above described 8-inch water main along Montana Ave, creating a looped system.

EPWater records indicate an active 3/4-inch water meter serving the subject property. The service address for this meter is 11248 Montana Ave.

Sanitary Sewer:
There is an existing 8-inch diameter sanitary sewer main along an existing 25-foot PSB-water and sewer easement. This main is located approximately 309 feet south of the southern right-of-way line of Montana Ave. This main is available for main extensions and service.

General:
Water and sanitary sewer main extensions will be required. PSB easements may be required. Cost of water and sanitary sewer main extensions and easement acquisition will be at owner's expense.

No building, reservoir, structure, parking stalls or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced EPWater-PSB easement without the

written consent of EPWater-PSB. The Developer shall refrain from constructing rock walls, signs, buildings, curbs or any structure that will interfere with the access to the PSB easements. There shall be at least 5-foot setback from the easement line to any building, sign or structure. All easements dedicated for public water and sanitary sewer facilities shall comply with the EPWater-PSB Easement Policy. The PSB easements shall be improved to allow the operation of EPWater maintenance vehicles. EPWater-PSB requires access to the proposed water, sanitary sewer facilities, appurtenances, and meters within the proposed PSB easement(s) 24 hours a day, seven (7) days a week.

EPWater requires a new service application to provide additional services to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

El Paso County 911 District

The 911 District has no comments/concerns regarding this zoning.

El Paso County Water Improvement District #1

The item is not within the boundaries of EPCWID1.

Texas Gas Service

TGS request the proposed 5’ Utility Easements be changed to 10’ Utility Easement. 5’ Utility Easements is not sufficient for all utilities since all of the Utilities requires minimum clearance between each Utility.

Note: Applicant to coordinate with Texas Gas Service at time of Subdivision platting stage.

ATTACHMENT 4

008850

AN ORDINANCE CHANGING THE ZONING
OF A PORTION OF TRACT 12, SECTION 36,
BLOCK 80, TSP 2, T&PRR CO. SURVEY,
THE PENALTY BEING AS PROVIDED IN
SECTION 20.68.010 OF THE EL PASO CITY CODE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the zoning of a portion of Tract 12, Section 36, Block 80, Tsp. 2, T&PRR Co. Survey, as more particularly described by metes and bounds in the attached Exhibits "A" and "B," be changed from R-3 (Residential) to C-1 (Commercial)(Parcel 1 - 4.09± acres) and C-3 (Parcel 2 - 5.22± acres) within the meaning of the zoning ordinance, subject to a special contract placing certain restrictions, conditions and covenants on the property, and that the zoning map of the City of El Paso be revised accordingly.

PASSED AND APPROVED this 11th day of NOVEMBER, 1986.

Jonathan W. Rogers
Mayor

ATTEST:
Carole Hunter
City Clerk

APPROVED AS TO FORM:
Assistant City Attorney

APPROVED AS TO CONTENT:
Planning Department

I certify that the zoning map has been revised to reflect the amendment of ordinance #6850 Date 4-9-87

I CERTIFY THAT THE FOLLOWING ZONING MAPS HAVE BEEN REVISED: L.D.
4-9-87 COUNTER
4-9-87 ORIGINAL
4-9-87 CONTROL
4-9-87 CONTROL
Inspector

Contract 11/11/86.

008850

86-5208
RECEIVED
FEB 20 1987
PLANNING DEPARTMENT

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a contract with WELLS-BELEW TRUST placing certain restrictions, conditions and covenants on the property being rezoned by Ordinance No. 008850, which is more particularly described as a portion of Tract 12, Section 36, Block 80, Tsp. 2, T&PRR Co. Survey (11280 Montana Avenue).

ADOPTED this 11th day of NOVEMBER, 1986.

Jonathan W Rogers
Mayor

ATTEST:

Carole Hunter
City Clerk

APPROVED AS TO FORM:

John R Bn
Assistant City Attorney

86-5208
RECEIVED
FEB 20 1987
PLANNING DEPARTMENT

Portion Tract 12, Section 36, Block 80, Township 2

TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS

El Paso, Texas

September 2, 1986

#1
PARCEL TO BE ZONED C-1

Beginning at the southeast corner of Section 36, Block 80, Township 2, Texas and Pacific Railroad Company Surveys, City of El Paso, El Paso County, Texas:

Thence West a distance of 323.02 feet to the southwest corner of Tract 12 of said Section 36:

Thence North along the west tract line of said Tract 12 a distance of 555.00 feet:

Thence North 89°-27'-00" East a distance of 317.68 feet to a point on the easterly section line of said Section 36:

Thence South 00°-33'-00" East along said easterly section line a distance of 558.08 feet to the point of beginning.

Described parcel lies within Tract 12 of said Section 36 in El Paso County, Texas and contains 178282.03 square feet equal to 4.093 acres.

86-5208

Geo. G. Eastenmacher
Registered Public Surveyor
Texas

GEO. G. EASTENMACHER
2604
REGISTERED PUBLIC SURVEYOR

RECEIVED
FEB 20 '87
PLANNING DEPARTMENT

EXHIBIT "A"

#8850

PARCEL 1
FROM R-3 TO C-1
3C

Portion Tract 12, Section 36, Block 80, Township 2

TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS

El Paso, Texas

Septemner 2, 1986

PARCEL TO BE ZONED C-3

Beginning at a point located North 00°-33'-00" West a distance of 558.08 feet from the southeast corner of Section 36, Block 80, Township 2, Texas and Pacific Railroad Company Surveys, City of El Paso, El Paso County, Texas:

Thence South 89°-27'-00" West a distance of 317.68 feet to a point on the west tract line of Tract 12 of said Section 36:

Thence North along west tract line a distance of 701.26 feet to a point on the southerly right-of-way line of Montana Avenue (U.S. Highway 62-180):

Thence North 81°-12'-00" East along said southerly right-of-way line a distance of 314.20 feet to a point on the easterly section line of said Section 36:

thence South 00°-33'-00" East along said easterly section line a distance of 746.31 feet to the point of beginning.

Described parcel lies within Tract 12 of said section 36 in El Paso County, Texas and contains 227413.66 square feet equal to 5.221 acres.

86-5208

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FEB 26 1987
PLANNING DEPARTMENT

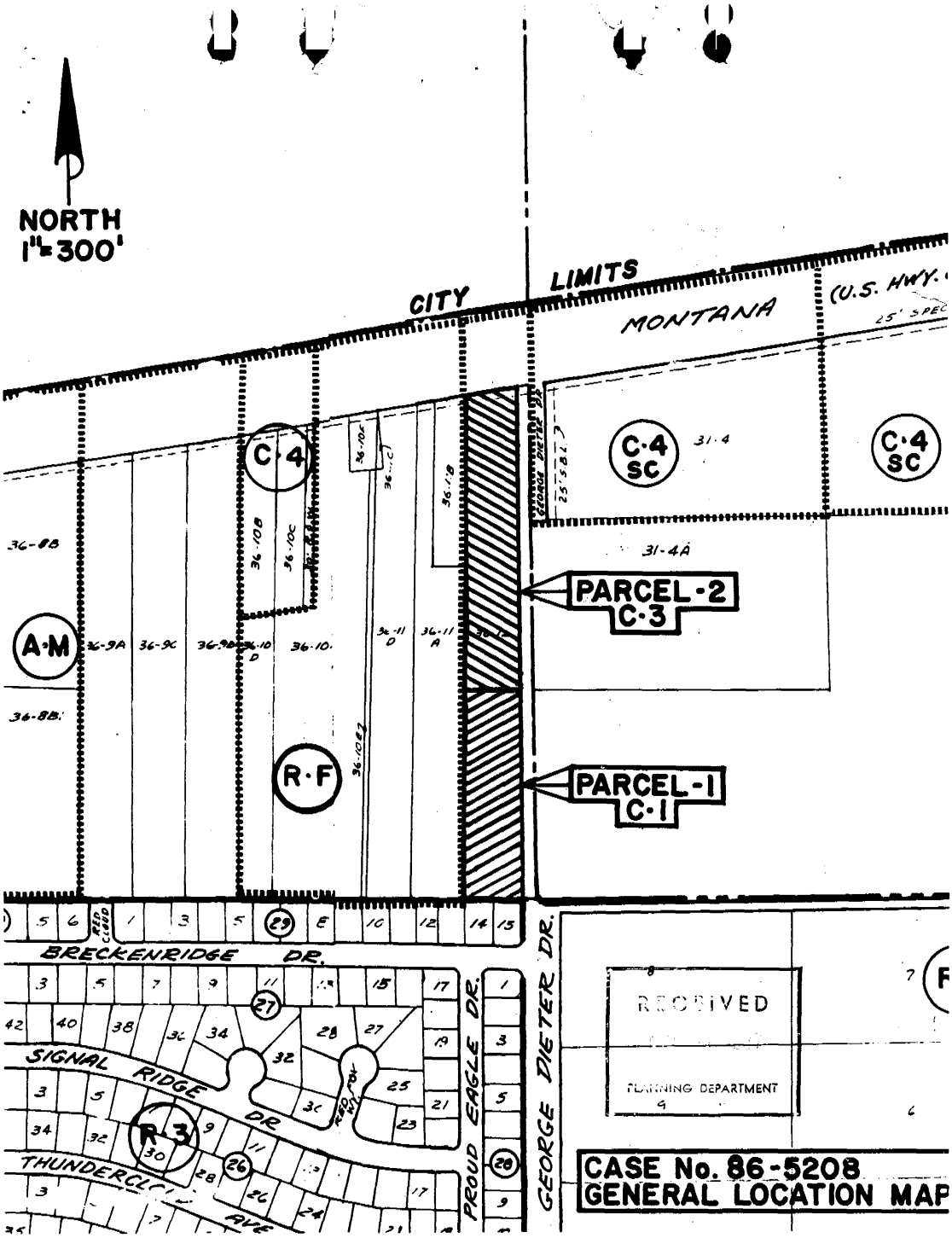
STATE OF TEXAS
GEO. G. KISTENMACHER
1268
SURVEYOR

Geo. G. Kistenmacher
Registered Public Surveyor
Texas No. 1268

EXHIBIT "B"

#8850

PARCEL 2
FROM R-3 TO C-3
SC


NORTH
1"=300'
CITY LIMITS
MONTANA
(U.S. HWY.
C·4
C·4 SC
C·4 SC
A·M
R·F
R·3
PARCEL-2
C·3
PARCEL-1
C·1
BRECKENRIDGE DR.
SIGNAL RIDGE DR
THUNDERCLOUD AVE
PROUD EAGLE DR.
GEORGE DIETER DR.
RECEIVED
PLANNING DEPARTMENT
CASE No. 86-5208
GENERAL LOCATION MAP

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT

THIS CONTRACT, made this 17th day of NOVEMBER, 1986, by and between WELLS-BELEW TRUST, First Party, and the CITY OF EL PASO, Second Party, witnesseth:

Application has been made to the City of El Paso for rezoning of a portion of Tract 12, Section 36, Block 80, Tsp. 2, T&PRR Co. Surveys, City and County of El Paso, Texas, which is more particularly described by metes and bounds in the attached Exhibits "A" and "B," which is made a part hereof by reference. To remove certain objections to such rezoning, First Party covenants that if the property is rezoned from R-3 (Residential) to C-1 (Commercial) (Parcel 1 - 4.09± acres) and C-3 (Parcel 2 - 5.22± acres) within the meaning of the zoning ordinance of the City of El Paso, it shall be subject to the following restrictions, conditions and covenants:

1. First Party must dedicate an improved sixty (60) feet of right-of-way to the City of El Paso for the extension of George Dieter Drive within 18 months of approval of the rezoning requests by the Mayor and City Council.

2. Prior to the issuance of any building permits, a subdivision plat must be filed of record. As part of the subdivision improvements a sixty (60) foot wide street must be dedicated from George Dieter Drive to the westermost boundary of the property and a seventy-five (75) foot turning radius must be provided at the George Dieter Drive/Montana Avenue interchange.

3. No building(s) can be constructed closer than fifty (50) feet to the southern boundary line of Parcel 1.

This agreement is a restriction, condition and covenant running with the land and a charge and servitude thereon, and shall bind First Party and its successors in title. Any future conveyance of the land shall contain this restriction, condition and covenant and shall embody this agreement by express reference.

The City may enforce this agreement by injunction or any other legal or equitable remedy. The City Council of the City of El Paso may amend or release the above restrictions, conditions and covenants in its discretion without the consent of any third person who may be benefited thereby, and without ~~affecting the~~

86-5208

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FEB 20 1987
PLANNING DEPARTMENT

Ord # 8850

validity, or necessitating the amendment of, the ordinance passed by the City Council embodying this change of zoning and subject to this contract.

WITNESS THE FOLLOWING SIGNATURES AND SEALS.

STATE OF TEXAS
COUNTY OF EL PASO

Sworn to before me this 3rd day of February 1987 A.D.

Gloria S. Lopez
Notary Public

GLORIA S. LOPEZ
Notary Public State of Texas
My Commission Expires 5-26-87

WELLS-BELEW TRUST
FIRST PARTY

By Grace M. Keller

Title Trustee

ATTEST:

Secretary

THE CITY OF EL PASO
SECOND PARTY

By
Mayor

ATTEST:

Carole Hunter
City Clerk

APPROVED AS TO CONTENT:

Planning Department

APPROVED AS TO FORM:

Assistant City Attorney

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 1986, by _____, on behalf of WELLS-BELEW TRUST.

Notary Public, State of Texas

My Commission Expires:

_____

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 13th day of NOVEMBER, 1986, by JONATHAN W. ROGERS, as Mayor of the City of El Paso.

Sharon Rodgers
Notary Public, State of Texas

My Commission Expires:
4-30-88

86-5208
RECEIVED
FEB 20 1987
PLANNING DEPARTMENT

Portion Tract 12, Section 36, Block 80, Township 2

TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS

El Paso, Texas

Septemner 2, 1986

PARCEL #2 TO BE ZONED C-3

Beginning at a point located North 00°-33'-00" West a distance of 558.08 feet from the southeast corner of Section 36, Block 80, Township 2, Texas and Pacific Railroad Company Surveys, City of El Paso, El Paso County, Texas:

Thence South 89°-27'-00" West a distance of 317.68 feet to a point on the west tract line of Tract 12 of said Section 36:

Thence North along west tract line a distance of 701.26 feet to a point on the southerly right-of-way line of Montana Avenue (U.S. Highway 62-180):

Thence North 81°-12'-00" East along said southerly right-of-way line a distance of 314.20 feet to a point on the easterly section line of said Section 36:

thence South 00°-33'-00" East along said easterly section line a distance of 746.31 feet to the point of beginning.

Described parcel lies within Tract 12 of said section 36 in El Paso County, Texas and contains 227413.66 square feet equal to 5.221 acres.

86-5-208

EXHIBIT "B"

RECEIVED

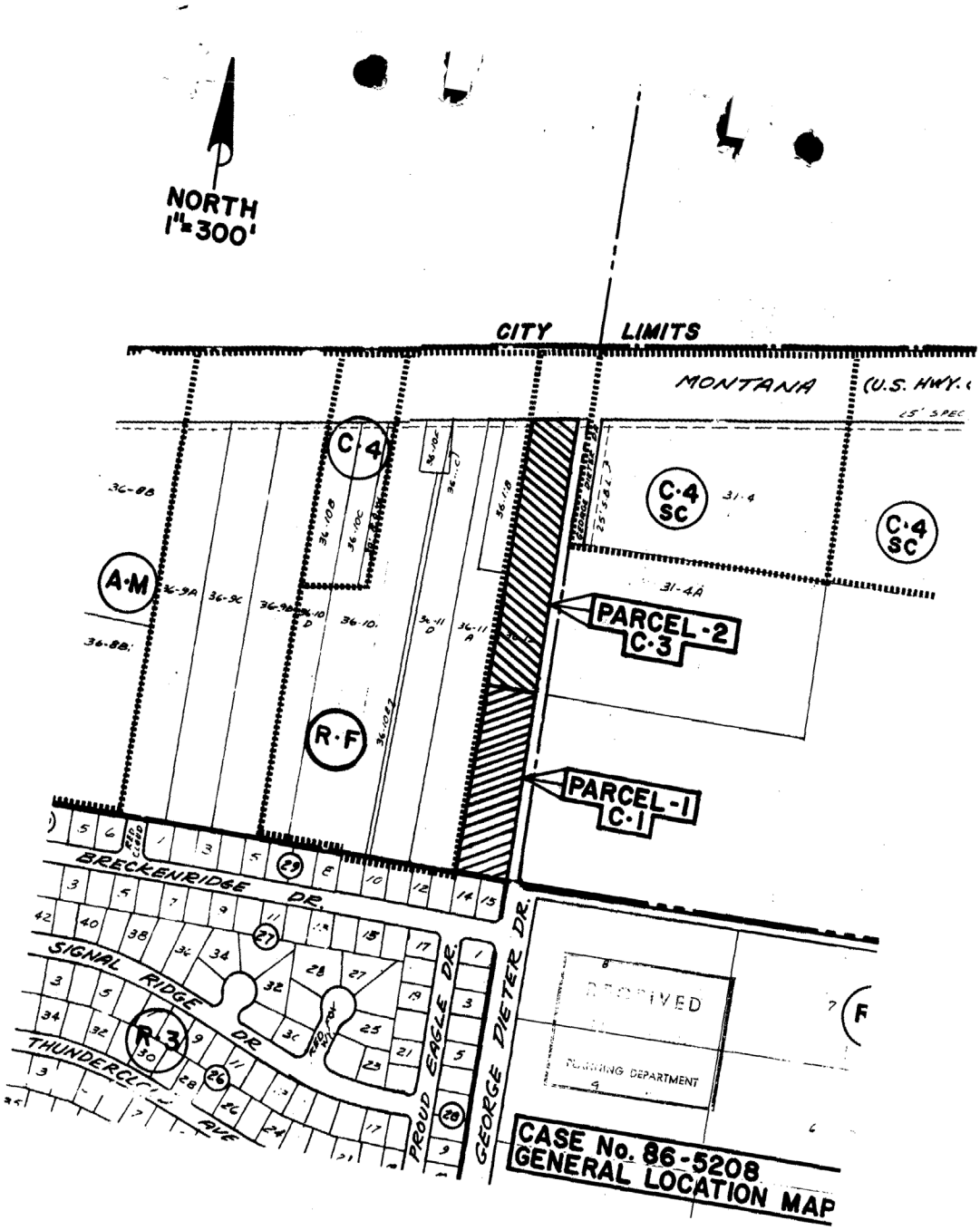
PLANNING DEPARTMENT

STATE OF TEXAS

Geo. G. Kistenmacher

Registered Public Surveyor

Texas No. 2660


NORTH
1"=300'
CITY LIMITS
MONTANA (U.S. HWY.
C-4
C-4 SC
A-M
R-F
R-3
PARCEL-2
C-3
PARCEL-1
C-1
BRECKENRIDGE DR.
SIGNAL RIDGE DR.
THUNDERCLIFF AVE.
PROUD EAGLE DR.
GEORGE DIETER DR.
RECEIVED
PLANNING DEPARTMENT
CASE No. 86-5208
GENERAL LOCATION MAP

Portion Tract 12, Section 36, Block 80, Township 2

TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS

El Paso, Texas

September 2, 1986

#1
PARCEL TO BE ZONED C-1

Beginning at the southeast corner of Section 36, Block 80, Township 2, Texas and Pacific Railroad Company Surveys, City of El Paso, El Paso County, Texas:

Thence West a distance of 323.02 feet to the southwest corner of Tract 12 of said Section 36:

Thence North along the west tract line of said Tract 12 a distance of 555.00 feet:

Thence North 89°-27'-00" East a distance of 317.68 feet to a point on the easterly section line of said Section 36:

Thence South 00°-33'-00" East along said easterly section line a distance of 558.08 feet to the point of beginning.

Described parcel lies within Tract 12 of said Section 36 in El Paso County, Texas and contains 178282.03 square feet equal to 4.093 acres.

86-5208

Geo. G. Listenmacher
Registered Public Surveyor
Texas No. 2604

GEO. G. LISTENMACHER
2604
REGISTERED PUBLIC SURVEYOR

RECEIVED
PLANNING DEPARTMENT

EXHIBIT "A"

ATTACHMENT 5

30E

ORDINANCE NO. 15907

AN ORDINANCE CHANGING THE ZONING OF PARCEL 1: A PORTION OF TRACTS 11A AND 12 AND ALL OF TRACT 11B, SECTION 36, BLOCK 80, TOWNSHIP 2, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) AND C-3/SC (COMMERCIAL/SPECIAL CONTRACT) TO C-4 (COMMERCIAL) AND C-4/SC (COMMERCIAL/SPECIAL CONTRACT) AND IMPOSING CERTAIN CONDITIONS; PARCEL 2: A PORTION OF TRACTS 11A AND 12, SECTION 36, BLOCK 80, TOWNSHIP 2, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) AND C-1/SC (COMMERCIAL/SPECIAL CONTRACT) TO C-3 (COMMERCIAL) AND C-3/SC (COMMERCIAL/SPECIAL CONTRACT); AND PARCEL 3: A PORTION OF TRACT 11A, SECTION 36, BLOCK 80, TOWNSHIP 2, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) TO C-1 (COMMERCIAL). THE PENALTY BEING AS PROVIDED IN CHAPTER 20.68 OF THE EL PASO MUNICIPAL CODE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the zoning of Parcel 1: *A portion of Tracts 11A and 12 and all of Tract 11B, Section 36, Block 80, Township 2, Texas and Pacific Railroad Company Surveys, El Paso, El Paso County, Texas*, as more particularly described by metes and bounds in the attached Exhibit "A", be changed **from R-F (Ranch and Farm) and C-3/sc (Commercial/special contract) to C-4 (Commercial) and C-4/sc (Commercial/special contract)**; Parcel 2: *A portion of Tracts 11A and 12, Section 36, Block 80, Township 2, Texas and Pacific Railroad Company Surveys, El Paso, El Paso County, Texas*, as more particularly described by metes and bounds in the attached Exhibit "A", be changed **from R-F (Ranch and Farm) and C-1/sc (Commercial/special contract) to C-3 (Commercial) and C-3/sc (Commercial/special contract)**; and Parcel 3: *A portion of Tract 11A, Section 36, Block 80, Township 2, Texas and Pacific Railroad Company Surveys, El Paso, El Paso County, Texas*, as more particularly described by metes and bounds in the attached Exhibit "A", be changed **from R-F (Ranch and Farm) to C-1 (Commercial)**; within the meaning of the zoning ordinance, and that the zoning map of the City of El Paso be revised accordingly; and

That Parcel 1 and Parcel 2 be subject to the following conditions which are necessitated by and attributable to the increased intensity of use generated by the change of zoning from R-F (Ranch and Farm) and C-3/sc (Commercial/special contract) to C-4 (Commercial) and C-4/sc (Commercial/special contract), in order to protect the health, safety and welfare of adjacent property owners and the residents of this city:

Prior to the issuance of any building permits, a detailed site plan shall be reviewed and approved per the El Paso Municipal Code.

These conditions run with the land, are a charge and servitude thereon, and bind the current property owner and any successors in title. The City may enforce these conditions by injunction, by rescission of the zoning which is made appropriate as a result of these conditions, or by any other legal or equitable remedy. The City Council of the City of El Paso may amend or release the above conditions in its discretion without the consent of any third person who may be benefitted thereby, and without affecting the validity of this ordinance.

PASSED AND APPROVED this 28th day of September, 2004.

THE CITY OF EL PASO

Joe Wardy, Mayor

ATTEST:

Richarda Duffy Momsen, City Clerk

(additional signatures on the next page)

APPROVED AS TO CONTENT:

Fred Lopez, Zoning Coordinator
Planning, Research & Development

Rodolfo Valdez, Chief Urban Planner
Planning, Research & Development

APPROVED AS TO FORM:

Matt Watson, Assistant City Attorney

Acknowledgment

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this _____day of _____, 2004, by JOE WARDY as MAYOR of THE CITY OF EL PASO.

My Commission Expires:

Notary Public, State of Texas
Notary's Printed or Typed Name:

ORDINANCE NO. 15907

Zoning Case No. ZON04-00063

Being a portion of Tracts 11A and 12, and all of Tract 11B, Section 36, Block 80, Township 2, Texas and Pacific Railroad Company Surveys
City of El Paso, El Paso County, Texas
Prepared for: John Karam
August 23, 2004
(PARCEL-1)
From C-3 & R-F to C-4

Exhibit "A"

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tracts 11A and 12, and all of Tract 11B, Section 36, Block 80, Township 2, Texas and Pacific Railroad Company Surveys, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

Commencing for reference at the southeast corner of Section 36, Block 80, Township 2, Texas and Pacific Railroad Company Surveys, Thence along the easterly boundary line of said Section 36, North 00°33'00" West a distance of 773.24 feet to a point, Thence leaving said boundary line North 90°00'00" West a distance of 60.00 feet to a point on the easterly right of way line of George Dieter Drive for the "TRUE POINT OF BEGINNING".

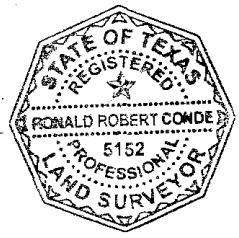
Thence leaving said right of way line North 90°00'00" West a distance of 469.15 feet to a point on the westerly boundary line of tract 11A;

Thence along said boundary line North 00°00'00" East a distance of 450.00 feet to a point on the southerly right of way line of Montana Avenue;

Thence along said right of way line North 81°12'00" East a distance of 383.01 feet to a point of curve;

Thence 128.61 feet along the arc of a curve to the right whose radius is 75.00 feet whose interior angle is 98°15'00" whose chord bears South 49°40'30" East a distance of 113.42 feet to a point on the easterly right of way line of George Dieter Drive;

Thence along said right of way line South 00°33'00" East a distance of 435.22 feet to the "TRUE POINT OF BEGINNING" and containing in all 5.169 acres of land more or less.



job #304-97 R.C.
LGL-04\30497.LGL

Ron R. Conde
R.P.L.S. No. 5152

15907

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

Zon04-00063

Being a portion of Tracts 11A, and 12, Section 36,
Block 80, Township 2, Texas and Pacific
Railroad Company Surveys
City of El Paso, El Paso County, Texas
Prepared for: John Karam
August 23, 2004
(PARCEL-2)
From C-1 & R-F to C-3

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tracts 11A and 12, Section 36, Block 80, Township 2, Texas and Pacific Railroad Company Surveys, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

Commencing for reference at the southeast corner of Section 36, Block 80, Township 2, Texas and Pacific Railroad Company Surveys, Thence along easterly boundary line of said Section 36, North 00°33'00" West a distance of 400.02 feet to a point, Thence leaving said boundary line North 90°00'00" West a distance of 60.00 feet to a point on the easterly right of way line of George Dieter Drive for the "TRUE POINT OF BEGINNING".

Thence leaving said right of way line North 90°00'00" West a distance of 472.73 feet to a point on the westerly boundary line of tract 11A;

Thence along said boundary line North 00°00'00" East a distance of 373.20 feet to a point;

Thence leaving said boundary line South 90°00'00" East a distance of 213.55 feet to a point on the common boundary line of Tracts 11A and 12;

Thence along said boundary line South 00°00'00" West a distance of 218.20 feet to a point;

Thence leaving said boundary line North 89°27'00" East a distance of 257.68 feet to a point on the easterly right of way line of George Dieter Drive;

Thence along said right of way line South 00°33'00" East a distance of 157.48 feet to the "TRUE POINT OF BEGINNING" and containing in all 2.757 acres of land more or less.

R R. C

Ron R. Conde
R.P.L.S. No. 5152

STATE OF TEXAS
REGISTERED
RONALD ROBERT CONDE
5152
PROFESSIONAL
LAND SURVEYOR

job #304-97 R.C.
LGL-04\30497.LGL

15907

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

Being portion of Tract 11A, Section 36,
Block 80, Township 2, Texas and Pacific
Railroad Company Surveys
City of El Paso, El Paso County, Texas
Prepared for: John Karam
July 08, 2004
(PARCEL-3)
From R-F to C-1

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tract 11A, Section 36, Block 80, Township 2, Texas and Pacific Railroad Company Surveys, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

Commencing for reference at the southeast corner of Section 36, Block 80, Township 2, Texas and Pacific Railroad Company Surveys, Thence along the southerly boundary line of said Section 36, North 90°00'00" West a distance of 323.02 feet to a point for the "TRUE POINT OF BEGINNING".

Thence continuing along the southerly boundary line of said Section 36, North 90°00'00" West a distance of 213.55 feet to a point on the boundary line between Tract 11A and 11D;

Thence along said boundary line North 00°00'00" East a distance of 400.00 feet to a point;

Thence leaving said boundary line South 90°00'00" East a distance of 213.55 feet to a point on the common boundary line between Tracts 11A and 12;

Thence along said boundary line South 00°00'00" West a distance of 400.00 feet to the "TRUE POINT OF BEGINNING" and containing in all 1.961 acres of land more or less.

Ron R. Conde
R.P.L.S. No. 5152

STATE OF TEXAS
REGISTERED
RONALD ROBERT CONDE
5152
PROFESSIONAL
LAND SURVEYOR

job #30497 R.C.
LGL-04\30497.LGL

15907

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

ATTACHMENT 6

CITY CLERK DEPT.
Doc# 20100014291
10 FEB -2 PM 2:16

ORDINANCE NO. 017282

AN ORDINANCE RELEASING CONDITIONS PLACED ON TRACT 12 AND 12A , SECTION 36, BLOCK 80, TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, the zoning of the property described as *Tracts 12 and 12A, Section 36, Block 80, Township 2, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas,* was changed by Ordinance No. 8850 dated November 11, 1986; and, as more particularly described by metes and bounds on the attached Exhibit "A," incorporated by reference; and,

WHEREAS, the rezoning was subject to the following zoning conditions:

1. *First Party must dedicate an improved sixty (60) feet of right-of-way to the City of El Paso for the extension of George Dieter Drive within 18 months of approval of the rezoning requests by the Mayor and City Council.*

2. *Prior to the issuance of any building permits, a subdivision plat must be filed of record. As part of the subdivision improvements a sixty (60) foot wide street must be dedicated from George Dieter Drive to the westernmost boundary of the property and a seventy-five (75) foot turning radius must be provided at the George Dieter Drive/Montana Avenue interchange.*

3. *No building(s) can be constructed closer than fifty (50) feet to the southern boundary line of Parcel 1.*

WHEREAS, placement of such conditions was necessitated by and attributable to the increased intensity of use generated by the change of zoning; and,

WHEREAS, the owner (applicant) submitted an application requesting to release all of Condition No. 1 and the second sentence of Condition No. 2. The first sentence of Condition No. 2 and all of Condition No. 3 will remain on the above described property; and,

WHEREAS, a public hearing regarding amendment of the conditions was held before the City Plan Commission, and the Commission recommended approval of the release; and,

WHEREAS, the City Council of the City of El Paso has determined that the release of the above conditions will protect the best interest, health, safety, and welfare of the public in general.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS:

That the following zoning conditions imposed by Ordinance No. 8850 dated November 11, 1986 be released because the conditions are no longer necessary.

1. *First Party must dedicate an improved sixty (60) feet of right-of-way to the City of El Paso for the extension of George Dieter Drive within 18 months of approval of the rezoning requests by the Mayor and City Council.*

2. *As part of the subdivision improvements a sixty (60) foot wide street must be dedicated from George Dieter Drive to the westernmost boundary of the property and a seventy-five (75) foot turning radius must be provided at the George Dieter Drive/Montana Avenue interchange.*

That the remaining conditions imposed by Ordinance No. 8850 dated November 11, 1986 remain in full force and effect.

PASSED AND APPROVED this 2nd **day of** March **, 2010.**

THE CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Lupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:

Mathew S. McElroy
Deputy Director – Planning
Development Services Department

#53861 v1 Planning/ORD/ZON09-00079/Zoning Condition Release
ORDINANCE NO. 017282

Document Author: LCUE
ZON09-00079

Exhibit "A"

Being all of Tracts 12 and 12A,
Section 36, Block 80, Township 2,
Texas and Pacific Railway Company Surveys,
City of El Paso, El Paso County, Texas
October 28, 2009

METES AND BOUNDS DESCRIPTION
Exhibit "A"

FIELD NOTE DESCRIPTION of Tracts 12 and 12A, Section 36, Block 80, Township 2, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

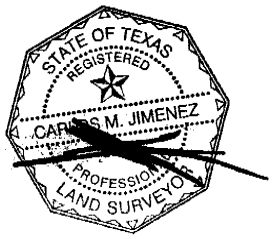
COMMENCING FOR REFERENCE at the common section corner of Sections 31, 36, 37 and 42, Section 36, Block 80, Township 2, Texas and Pacific Railway Company Surveys and being the **POINT OF BEGINNING** of the herein described parcel;

THENCE, leaving said section corner and along common section line of Sections 36 and 37, North 90°00'00" West, a distance of 323.02 feet to a point;

THENCE, leaving said common section line, North 00°00'00" West, a distance of 1256.24 feet to a point;

THENCE, North 81°12'00" East, a distance of 314.20 feet to a point;

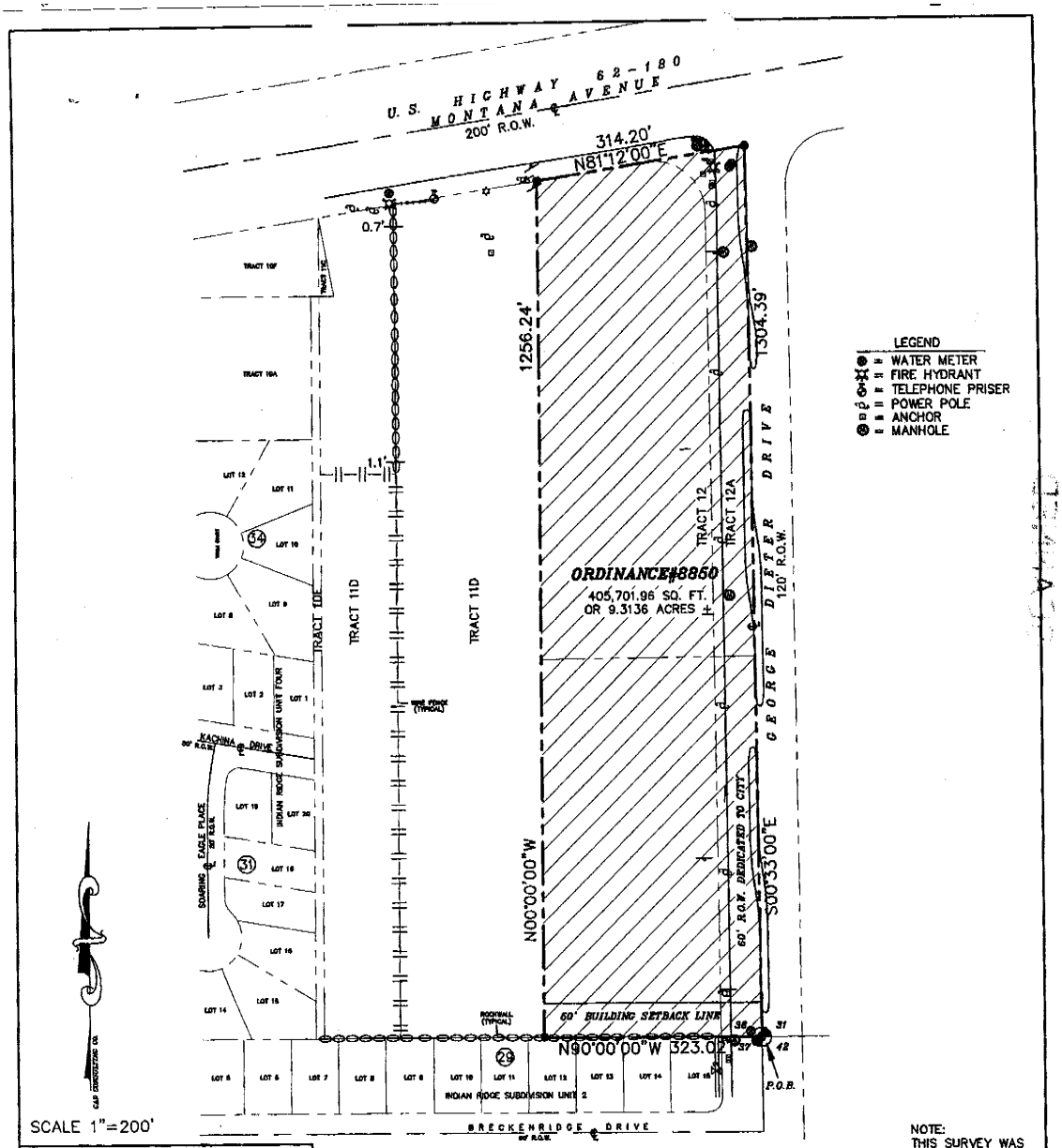
THENCE, South 00°33'00" East, a distance of 1304.39 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 405,701.96 square feet or 9.3136 acres of land more or less.



Carlos M. Jiménez
Registered Professional Land Surveyor
Texas No. 3950

CAD Consulting Co.
1790 Lee Trevino Drive. Suite 503
El Paso, Texas 79936
(915) 633-6422
I:\M&B\2009\Pars Zoning.wpd

017282



CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY SURVEY WAS MADE ON THE GROUND AND THEREON BY MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN HEREON.

CARLOS M. JIMENEZ
9350
PROFESSIONAL LAND SURVEYOR

CARLOS M. JIMENEZ
R.P.L.S. NO. 9350

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JOB # ZONING-2 DATE: 10-28-09 FIELD: JM OFFICE: EA FILE: NET:\ENRIQUE\2009\ZONING-2

BEING ALL OF TRACTS 12 AND 12A, (SEE EXHIBIT "A")
SECTION 36, BLOCK 80, TOWNSHIP 2
TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS
CITY OF EL PASO, EL PASO COUNTY, TEXAS

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

017282

SCANNED

Doc# 20100014291
#Pages 5 #NFPages 1
3/5/2010 9:42:22 AM
Filed & Recorded in
Official Records of
El Paso County
Delia Briones
County Clerk
Fees $32.00

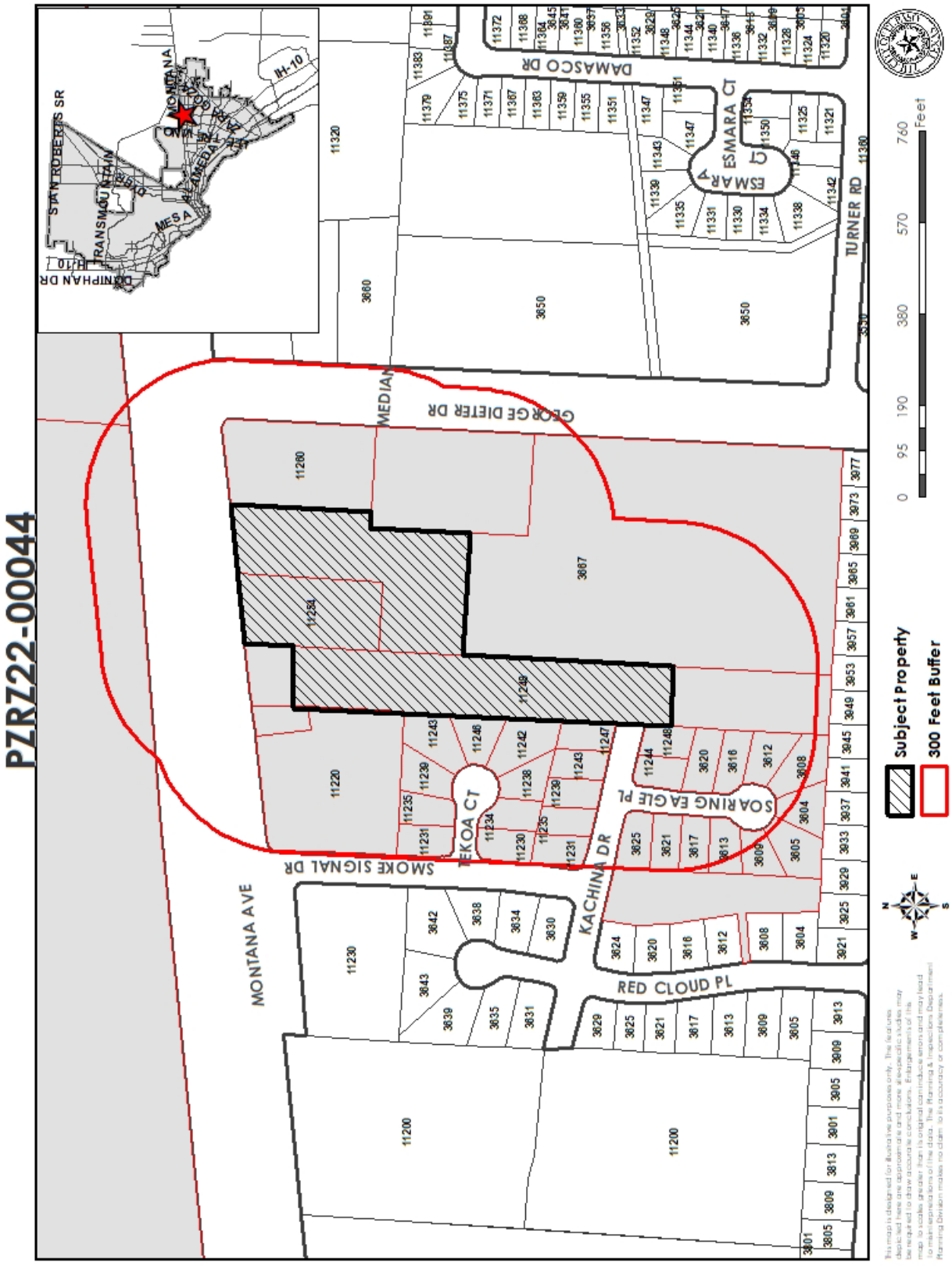
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded by document number in the Official Public Records of Real Property in El Paso County.

EL PASO COUNTY, TEXAS

Please return to Drawer 151
CITY CLERK'S OFFICE
2 Civic Center Plaza
El Paso, TX 79901-1196

01258S

ATTACHMENT 7



ATTACHMENT 8

Salloum, Andrew M.

From: Salloum, Andrew M.
Sent: Wednesday, March 29, 2023 4:03 PM
To: lamar Rogers
Subject: RE: City Plan Commission Public Notice

Good afternoon Mr. Rogers,

Thank you for your email.

In regards to the public notice requirements, the 300 foot boundary is an established El Paso City Code requirement for all rezoning requests. This is to let the neighboring residents know what is going on with the subject property.

The applicant is requesting to rezone from R-F (Ranch and Farm) and C-1 (Commercial) to C-3 (Commercial) to clean up the split zone and to be able to match the current C-3 zone district for their future shopping center development to the east.

The new development will not touch or demolish your property and the other neighboring properties.

We will be recommending to add the following conditions:

- That ingress and egress at Kachina Drive be limited to emergency vehicles only.
- That no building(s) shall be constructed closer than fifty feet (50') to the property lines adjacent to residential.
- That a twenty-foot (20') landscaped buffer with high-profile native or naturalized trees along the property lines adjacent to residential.

Cordially,
Andrew Salloum | Senior Planner
P: 915.212.1603
A: 801 Texas Ave. El Paso, TX 79901
E: SalloumAM@elpasotexas.gov
ElPasoTexas.gov | Take Our Survey

Planning & Inspections Department
City of El Paso

From: lamar Rogers <a6m9ll@gmail.com>
Sent: Wednesday, March 29, 2023 9:42 AM
To: Salloum, Andrew M. <SalloumAM@elpasotexas.gov>
Subject: City Plan Commission Public Notice

To Whom it May Concern,

I'm writing in regard to getting clarity of a notice I received in the mail in regard to a request to change zone for case PZRZ22-00044. My address is 11235 Kachina El Paso Tx 77936.

There is a proposed shopping center in vacant property adjacent to my street or home (shaded area). My question initially is what effect will the cause in the neighborhood have?

Will any homes in the red buffer area need to be demolished?

Concern home owner ,

Jason Rogers

Salloum, Andrew M.

From: Salloum, Andrew M.
Sent: Monday, April 3, 2023 12:14 PM
To: Joanne DAmico
Subject: FW: Case PZRZ22-00044- zoning change request

Expires: Saturday, September 30, 2023 12:00 AM

Good afternoon Ms. D'Amico,

Please see the applicants' responses to your questions below. Thank you.

Cordially,
Andrew Salloum | Senior Planner
P: 915.212.1603
A: 801 Texas Ave. El Paso, TX 79901
E: SalloumAM@elpasotexas.gov
ElPasoTexas.gov | Take Our Survey

Planning & Inspections Department
City of El Paso

From: broker@teamjuanuribe.com <broker@teamjuanuribe.com>
Sent: Monday, April 3, 2023 9:24 AM
To: Salloum, Andrew M. <SalloumAM@elpasotexas.gov>; 'Enrique Rey' <reye1942@msn.com>
Cc: abdolkarim1339karim@gmail.com; karim1339karim@aol.com; fabian@teamjuanuribe.com; Garcia, Raul <GarciaR1@elpasotexas.gov>; Zamora, Luis F. <ZamoraLF@elpasotexas.gov>
Subject: RE: Case PZRZ22-00044- zoning change request

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

Good morning Andrew,

The answer to Mrs. D'Amico is, at this point, we have 3 restaurants going on Montana. One is Dutch Bros, Taco Bell and perhaps a Chili's. On the second row of buildings from Montana, we have a two-story climate controlled self storage facility, we have a car wash next to McDonald's . On the back of the property, close to your house we will have the ponding area and the street will not be open all the way to George Dieter, so you will not have to worry about ingress/egressing traffic. We do have 2 doctors looking at the property but they have not committed.

We are not doing a shopping center at least for now. Looks more like a doctor's office fronting Montana. We are still looking to see who else would be interested.

we are not looking for bars, since they create problems for other tenants.

The hours of operation, we do not know, it is up to whoever purchases the property.

The lighting is up to whoever purchases the property. We will have a landscaping buffer between the houses.

I can guarantee you that this would be much nicer than the previous owner's who had junk, mechanic car sales and animals on the property.

I can guarantee you that our development is not going to increase the traffic, it is only merely servicing all the neighbors who need self storage, restaurants, and car wash service.

Thank you,

From: Salloum, Andrew M. <SalloumAM@elpasotexas.gov>
Sent: Monday, April 3, 2023 8:40 AM
To: broker@teamjuanuribe.com; 'Enrique Rey' <reye1942@msn.com>
Cc: abdolkarim1339karim@gmail.com; karim1339karim@aol.com; fabian@teamjuanuribe.com; Garcia, Raul <GarciaR1@elpasotexas.gov>; Zamora, Luis F. <ZamoraLF@elpasotexas.gov>
Subject: FW: Case PZRZ22-00044- zoning change request

Good morning,

Please respond to the neighboring resident's questions below if possible prior to CPC, April 6, 2023. Thank you.

Cordially,
Andrew Salloum | Senior Planner
P: 915.212.1603
A: 801 Texas Ave. El Paso, TX 79901
E: SalloumAM@elpasotexas.gov
ElPasoTexas.gov | Take Our Survey

Planning & Inspections Department
City of El Paso

From: Joanne DAmico <damicojt@yahoo.com>
Sent: Sunday, April 2, 2023 8:12 PM

To: Salloum, Andrew M. <SalloumAM@elpasotexas.gov>
Subject: Case PZRZ22-00044- zoning change request

You don't often get email from damicojt@yahoo.com. Learn why this is important

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Attn: City Plan Commission

Re: Case: PZRZ22-00044 Zoning Change request to allow for a shopping center

I am a homeowner at 11243 Kachina Drive, El Paso, TX 79936.
Joanne T. D'Amico , Lillian D. D'Amico co-owner.

I have questions and concerns regarding the potential shopping center. While I can appreciate that the property owner has a right to develop their property, as a homeowner in the vicinity I plan to attend the hearing to learn what the plans are and what the potential impacts to our neighborhood may be. My home, purchased in 2008, is one house away from the 11248 Montana Ave. tract, at the west property line.

Based on the acreage of the three identified tracts, the development of a shopping center appears to be in the category of shopping center neighborhood under Code 20.0.0.2.868.

What is the GFA or GLA (gross lease-able area) of the intended shopping center?
What type of retail establishments will the space(s) be marketed to?
What is the estimated trip generation once the center is leased?
What will the hours of operation be?
What is the type of lighting and planned height of the light-posts?
As C-3 zoning building height limit is 35 feet, what is the planned height of the building(s) for development?

Traffic on what is now Montana Ave. frontage road east bound, and George Dieter Drive Northbound and Southbound has increased during the years since we moved here, largely due to the development that has taken place in Far East El Paso in the Montana Ave. vicinity. The intersection of George Dieter Drive and Montana Ave. are currently very busy with a McDonald's on the west corner and Circle K gas station at the east corner. Impacts from increased traffic resulting from additional retail development at this location on George Dieter Drive must be considered in your decision. Kachina Drive has only two outlets, Smoke Signal onto Montana East , and Red Cloud to Breckenridge. I frequently witness drivers apparently looking for an outlet, turning around on our dead end street. Arvey Park Mobile homes is closed to through traffic. Retail development that does not fit the neighborhood will have a detrimental effect on the character of the neighborhood, and potentially lower property values.

Sincerely,
Joanne T. D'Amico
11243 Kachina Dr.
El Paso, TX 79936

ITEM 46

11248 and 11254 Montana Avenue, and 3667 George Dieter Drive Rezoning

PZRZ22-00044



Strategic Goal 3.

Promote the Visual Image of El Paso

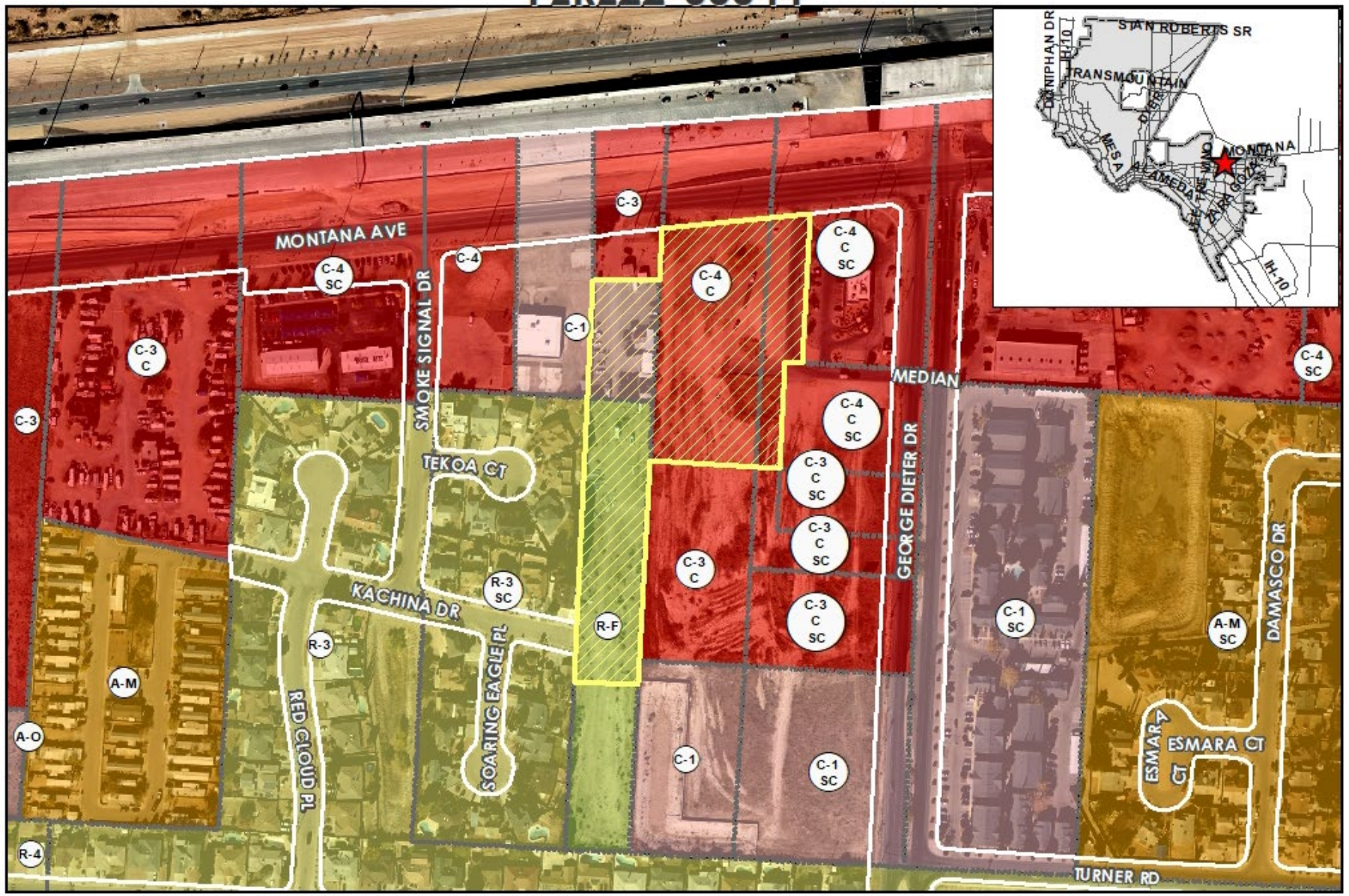
PZRZ22-00044



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

Aerial

PZRZ22-00044



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

N W E S

Subject Property

0 95 190 380 570 760 Feet

Existing Zoning

PZRZ22-00044



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

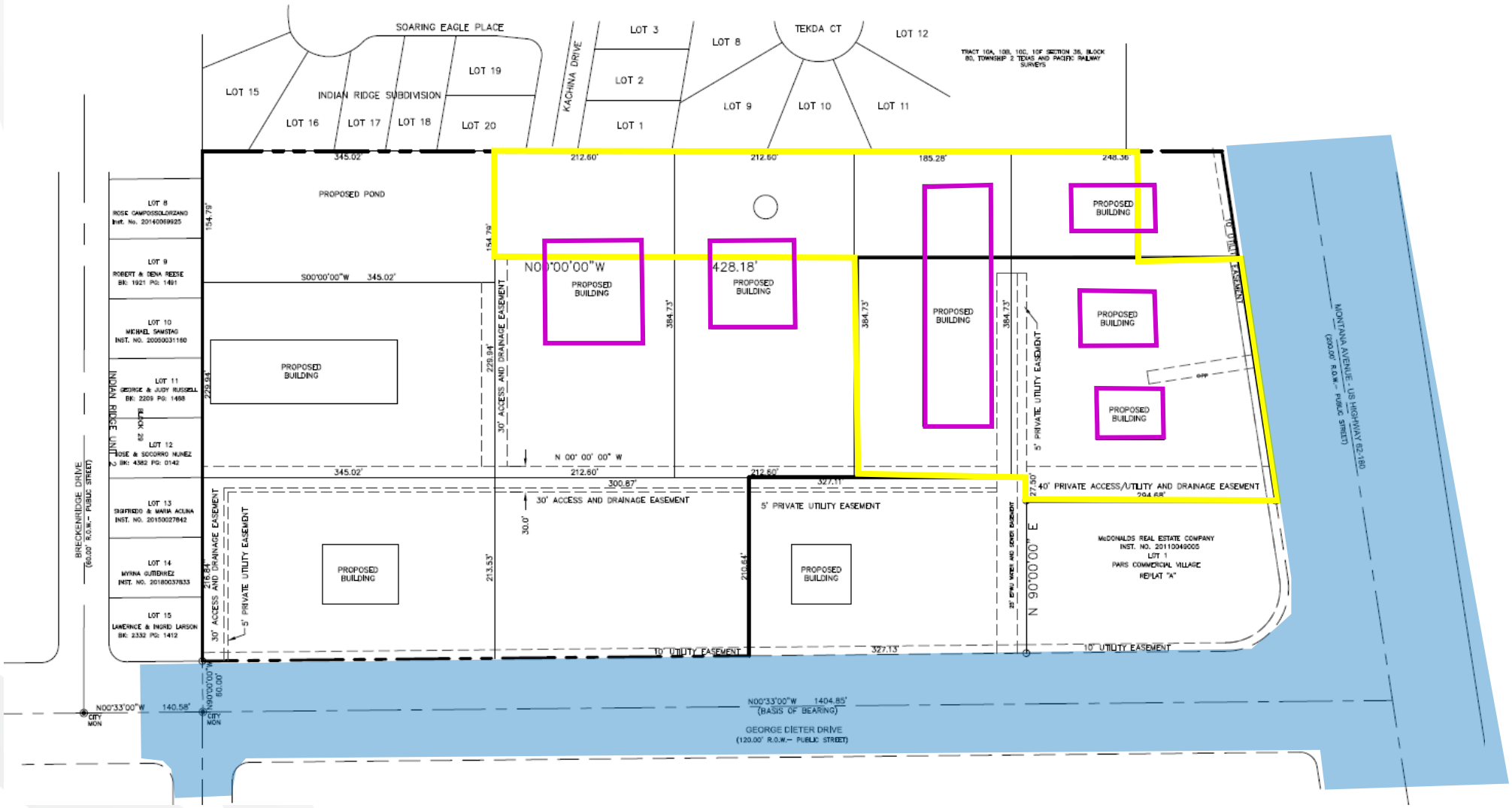
N W E S

Subject Property

0 95 190 380 570 760 Feet

Future Land Use

Conceptual Site Plan





Subject Property



Subject Property

Surrounding Development





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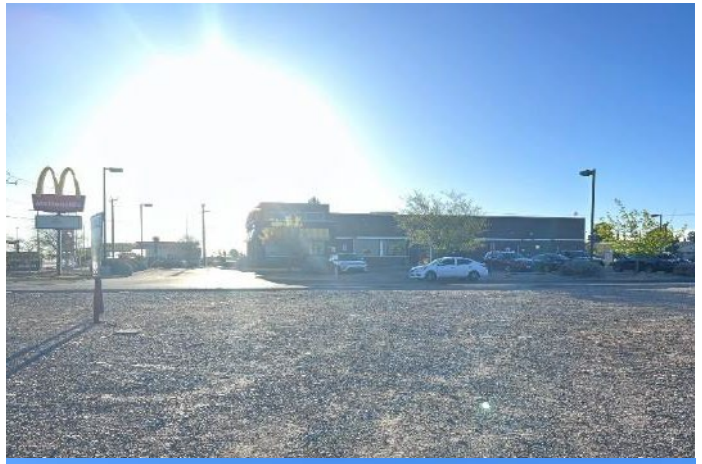



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Public Input

- Notices were mailed to property owners within 300 feet on March 23, 2023.
- The Planning Division has not received any communications in support or opposition to the request but staff has received 3 phone calls and 2 emails of inquiry.



Recommendation

CPC and Staff recommend approval of the rezoning with the following conditions:

1. That a detailed site development plan shall be reviewed and approved per the El Paso City Code prior to the issuance of building permits.

2. That a twenty-foot (20') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.

3. That no building(s) shall be constructed closer than fifty (50) feet to the property lines adjacent to residential zone districts or uses.

Recommendation

4. That ingress and egress at Kachina Drive be limited to emergency vehicles through use of a gate.

5. That a minimum 500-foot distance be required between any establishments meeting both of the following criteria:

a. Establishment deriving 51% or more of their income from the sale of alcoholic beverages for on-premise consumption; and

b. Providing outdoor amplified sound.

6. *That within twenty feet (20') from the front property line abutting Montana Avenue, no vehicular storage or display shall be allowed.*

Mission

Deliver exceptional services to support a high quality of life and place for our community

Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

Values

Integrity, Respect, Excellence, Accountability, People

File #: 23-705, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

District 8
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Andrew Salloum, (915) 212-1603

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance changing the zoning of all Lots 8 thru 10, the Northern 20.73 feet of Lot 7, the Eastern 8.15 feet of Lots 11 thru 13, the East 8.15 feet of the Northern 20.73 feet of Lot 14 and Northern 98.73 of the Alley, Block 199, Campbell's Addition, 222 S. Campbell Street, City of El Paso, El Paso County, Texas from C-4 (Commercial) to C-5 (Commercial). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 222 S. Campbell Street
Applicant: City of El Paso - PZRZ23-00001

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: May 23, 2023
PUBLIC HEARING DATE: June 21, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Andrew Salloum, (915) 212-1603

DISTRICT(S) AFFECTED: District 8

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:
An ordinance changing the zoning of all Lots 8 thru 10, the Northern 20.73 feet of Lot 7, the Eastern 8.15 feet of Lots 11 thru 13, the East 8.15 feet of the Northern 20.73 feet of Lot 14 and Northern 98.73 of the Alley, Block 199, Campbell's Addition, 222 S. Campbell Street, City of El Paso, El Paso County, Texas from C-4 (Commercial) to C-5 (Commercial). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with *Plan El Paso*, the City's Comprehensive Plan.

Subject Property: 222 S. Campbell Street
Applicant: City of El Paso - PZRZ23-00001

BACKGROUND / DISCUSSION:
The applicant is requesting to rezone from C-4 (Commercial) to C-5 (Commercial) to allow for a governmental use, building for the proposed fire station expansion and to clean up the zoning of the subject property. City Plan Commission recommended 7-0 to approve the proposed rezoning on April 20, 2023. As of May 15, 2023, the Planning Division has not received communication in support or opposition to the request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division
SECONDARY DEPARTMENT: N/A

**********REQUIRED AUTHORIZATION**********

DEPARTMENT HEAD:

Kevin Smith for Philip Etiwe

Revised 04/09/2021

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF ALL OF LOTS 8 THRU 10, THE NORTHERN 20.73 FEET OF LOT 7, THE EASTERN 8.15 FEET OF LOTS 11 THRU 13, THE EAST 8.15 FEET OF THE NORTHERN 20.73 FEET OF LOT 14 AND NORTHERN 98.73 OF THE ALLEY, BLOCK 199, CAMPBELL'S ADDITION, 222 S. CAMPBELL STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM C-4 (COMMERCIAL) TO C-5 (COMMERCIAL). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

Pursuant to Section 20.04.360 of the El Paso City Code, the zoning of all of Lots 8 thru 10, the Northern 20.73 feet of Lot 7, the Eastern 8.15 feet of Lots 11 thru 13, the East 8.15 feet of the Northern 20.73 feet of Lot 14 and Northern 98.73 of the Alley, Block 199, Campbell's Addition, 222 S. Campbell Street, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from **C-4 (Commercial)** to **C-5 (Commercial)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, 2023.

THE CITY OF EL PASO

_____
Oscar Leeser, Mayor

ATTEST:

_____
Laura D. Prine, City Clerk

APPROVED AS TO FORM:

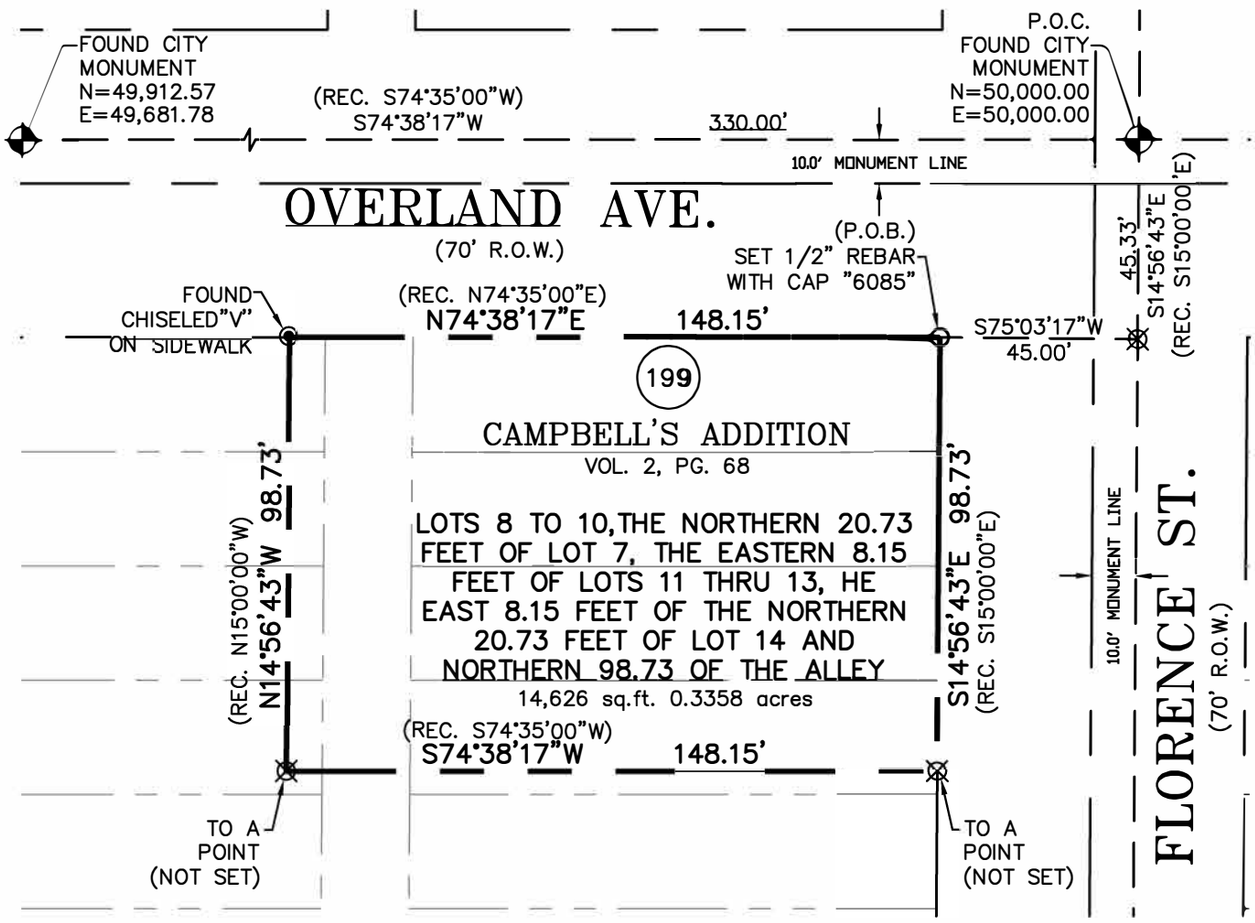
_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Kevin Smith for
_____
Philip F. Etiwe, Director
Planning & Inspections Department

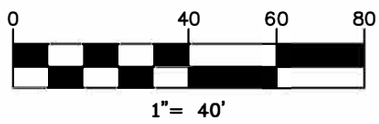
(Exhibit on the following page)

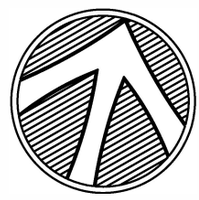
EXHIBIT A



NOTES:

1. BEARING BASIS IS TRUE NORTH FOR A TRANSVERSE MERCATOR SURFACE PROJECTION AS DETERMINED BY GPS METHODS BASED AT FOUND CITY MONUMENT SHOWN HEREIN WITH COORDINATES:
   NORTHING: 50,000.00
   EASTING: 50,000.00
   LATITUDE: 31°45'30.21156"N
   LONGITUDE: 106°28'57.10362"W
   HEIGHT: 3631.72SFT





METES AND BOUNDS DESCRIPTION

DESCRIPTION OF A PARCEL OF LAND BEING ALL OF LOTS 8 THRU 10, THE NORTHERN 20.73 FEET OF LOT 7, THE EASTERN 8.15 FEET OF LOTS 11 THRU 13, THE EAST 8.15 FEET OF THE NORTHERN 20.73 FEET OF LOT 14 AND NORTHERN 98.73 OF THE ALLEY, BLOCK 199, CAMPBELL'S ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

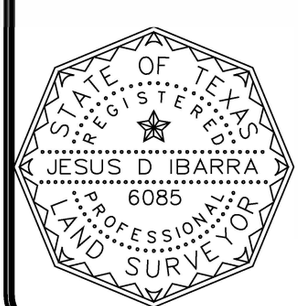
COMMENCING FOR REFERENCE AT A FOUND CITY OF EL PASO MONUMENT AT THE MONUMENT LINE INTERSECTION OF OVERLAND AVENUE AND FLORENCE STREET, WHENCE A FOUND CITY OF EL PASO MONUMENT AT THE INTERSECTION OF OVERLAND AVENUE AND CAMPBELL STREET BEARS SOUTH 74°38'17" WEST (REC. SOUTH 74°35'00" WEST) A DISTANCE OF 330.00 FEET, THENCE, SOUTH 14°56'43" EAST (REC. SOUTH 15°00'00" EAST) A DISTANCE OF 45.33 FEET TO A POINT, THENCE, SOUTH 75°03'17" WEST (REC. SOUTH 75°00'00" WEST) A DISTANCE OF 45.00 FEET TO A SET 1/2" REBAR WITH CAP "TX 6085" AT THE NORTHEAST CORNER OF LOT 10, BLOCK 199, CAMPBELL'S ADDITION, SAID POINT BEING THE "TRUE POINT OF BEGINNING".

THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF FLORENCE STREET, SOUTH 14°56'43" EAST (REC. SOUTH 15°00'00" EAST) A DISTANCE OF 98.73 FEET TO A POINT;

THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 74°38'17" WEST (REC. SOUTH 74°35'00" WEST) A DISTANCE OF 148.15 FEET TO A POINT;

THENCE, NORTH 14°56'43" WEST (REC. NORTH 15°00'00" WEST) A DISTANCE OF 98.73 FEET TO A FOUND CHISELED "V" AT THE SOUTH RIGHT-OF-WAY LINE OF OVERLAND AVENUE;

THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 74°38'17" EAST (REC. NORTH 74°35'00" EAST) A DISTANCE OF 148.15 FEET TO A POINT FEET TO "TRUE POINT OF BEGINNING" AND CONTAINING IN ALL 14,626 SQ.FT. 0.3358 ACRES OF LAND MORE OR LESS.



CERTIFICATION

I HEREBY CERTIFY THAT THIS MAP WAS MADE FROM AN ACTUAL ON THE GROUND SURVEY AND THAT THE MONUMENTATION SHOWN HEREON WERE FOUND AND/OR PLACED UNDER MY PERSONAL SUPERVISION. A ALSO CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II SURVEY.

3-30-2023

JESUS D. IBARRA RPLS#6085, FIRM#10194184

PRECISION LAND SURVEYORS
10441 VALLE DE ORO DR.
EL PASO, TEXAS 79927
(915)222-5227

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ZONING

222 S. Campbell Street

City Plan Commission — April 20, 2023

CASE NUMBER:	**PZRZ23-00001**
CASE MANAGER:	Andrew Salloum, (915) 212-1603, SalloumAM@elpasotexas.gov
PROPERTY OWNER:	City of El Paso
REPRESENTATIVE:	Mijares-Mora Architects – Steven Dominguez
LOCATION:	222 S. Campbell Street (District 8)
PROPERTY AREA:	0.34 acres
REQUEST:	Rezone from C-4 (Commercial) to C-5 (Commercial)
RELATED APPLICATIONS:	None
PUBLIC INPUT:	None received as of April 13, 2023

SUMMARY OF REQUEST: The applicant is requesting to rezone from C-4 (Commercial) to C-5 (Commercial) to allow for governmental use, building (fire station expansion).

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the rezoning request. The proposed zoning district is compatible with the commercial uses in the surrounding area and consistent with *Plan El Paso*, the City's Comprehensive Plan and the G-1, (Downtown) future land use designation.

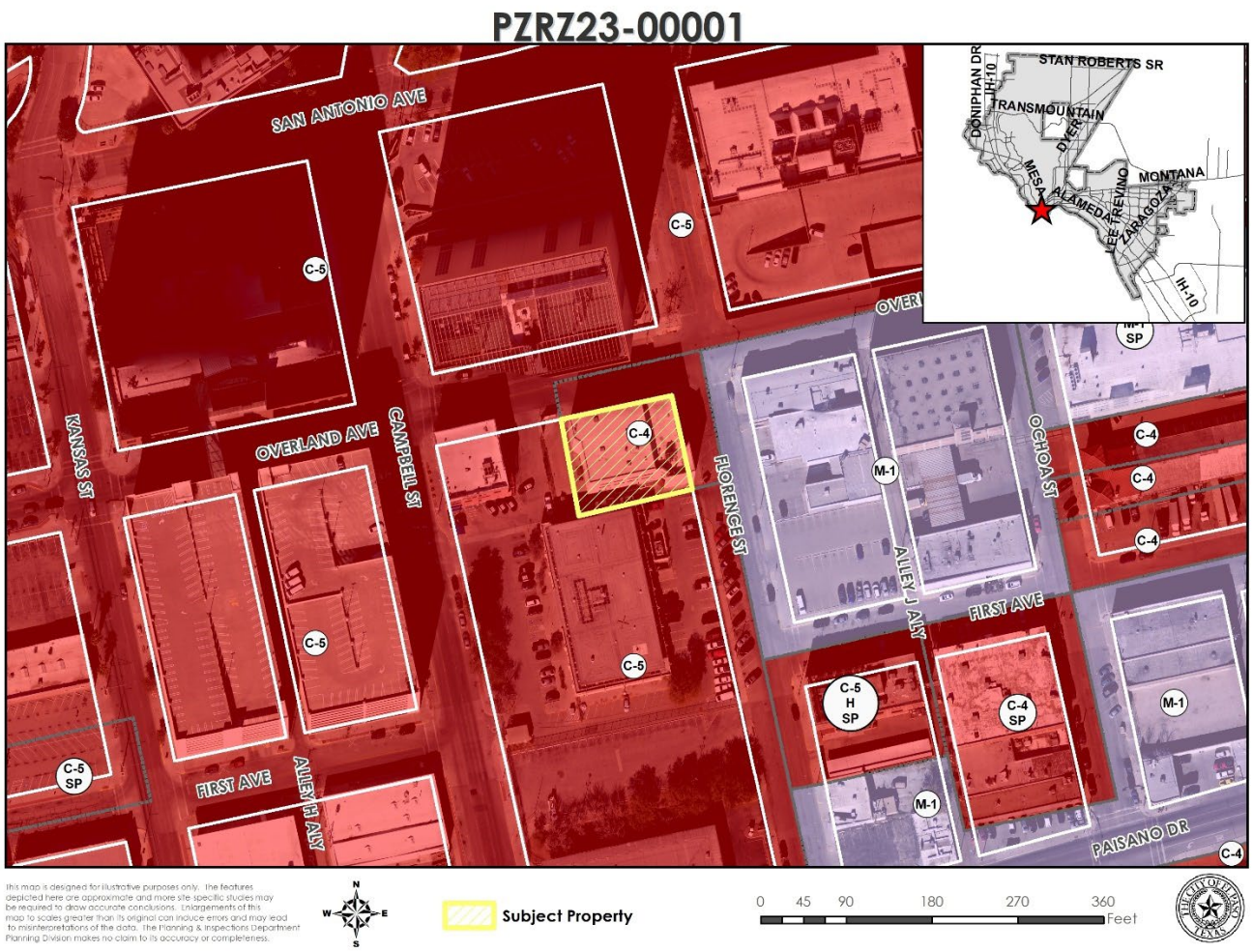


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone from C-4 (Commercial) to C-5 (Commercial) to allow for a governmental use, building for proposed fire station expansion. The rezoning will serve to consolidate the property under the same zoning district. The size of the property is 0.34 acres. The conceptual site plan shows a proposed fire station and special operations building on the property. Main access to the property is proposed from S. Campbell Street, E. Overland Avenue, and S. Florence Street.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed governmental use for the fire station expansion and the C-5 (Commercial) district are compatible with nearby C-5 (Commercial) and M-1 (Light Manufacturing) zoning districts consisting of various governmental use buildings and general office uses and meet the established character of the downtown area surrounding the subject property. The closest school is La Fe Preparatory School located 0.3 miles away and the closest park is Aztec Calendar Park located 0.16 miles away.

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: **G-1, Downtown:** This sector includes the historic core of Downtown plus the larger Downtown area from Paisano Drive north to I-10, including the arts and convention center, Union Depot, City Hall, County Courthouse, United States courthouse, and Mexican Consulate. El Paso's "Invest First in Downtown" policies apply in this sector.	Yes. The proposed governmental use for the fire station expansion is compatible with the future land use designation. The intent is to allow for the creation of establishments providing civic and governmental uses in the downtown area.
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **C-5 (Commercial) District:** The purpose of the district is to provide for locations for the most intensive commercial uses intended to serve the entire city. It is intended that the district regulations permit heavy commercial uses characterized by automotive and light warehousing. The regulations of the districts are intended to provide a transition from general business areas to industrial and manufacturing uses, and to accommodate major locations of commerce, service and employment activities. Within the central business district, more intensive commercial uses are allowed, the predominant of which are retail trade and service uses, providing less restrictive height and area regulations.	Yes. The proposed C-5 (Commercial) zoning district will provide for the integration of governmental buildings and office uses with adjacent C-5 (Commercial) and M-1 (Light Manufacturing) zoning districts in the downtown area.
Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.	Yes. The subject property has access to Campbell Street, Overland Avenue, and Florence Street, which are designated as a major arterial, minor arterial, and local street, respectively in the City's Major Thoroughfare Plan. The classification of these roads is appropriate for the proposed development.

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plan, including land-use maps in those plans.	None. The proposed development is not within any historic districts or study area plan boundaries.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed development is not anticipated to pose any adverse effects on the community.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve greenfield, environmentally sensitive land, or arroyo disturbance.
Stability: Whether the area is stable or in transition.	None. The area is stable and the surrounding properties have not been rezoned in the last 10 years.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	None. The proposed development is within an older, stable area of the city. The established neighborhood is comprised of governmental use, buildings and general office uses.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The proposed development will have access to Campbell Street, Overland Avenue, and Florence Street, which are designated as a major arterial, minor arterial, and local street, respectively in the City's Major Thoroughfare Plan. The classification of these roads is appropriate for the proposed development. The existing infrastructure and services are adequate to serve the proposed redevelopment. Sidewalks are consistently present around the subject property. The closest bus stop includes Brio route service and is along Campbell Street located 0.17 miles from the subject property.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments were received from reviewing departments.

PUBLIC COMMENT: The subject property is located within the boundaries of El Paso Central Business Association and Sunrise Civic Group, which were notified of the rezoning request by the applicant. As required, public notices were mailed to property owners within 300 feet on April 6, 2023. As of April 13, 2023, the Planning Division has not received any communication in support or opposition to the request from the public.

RELATED APPLICATIONS: None.

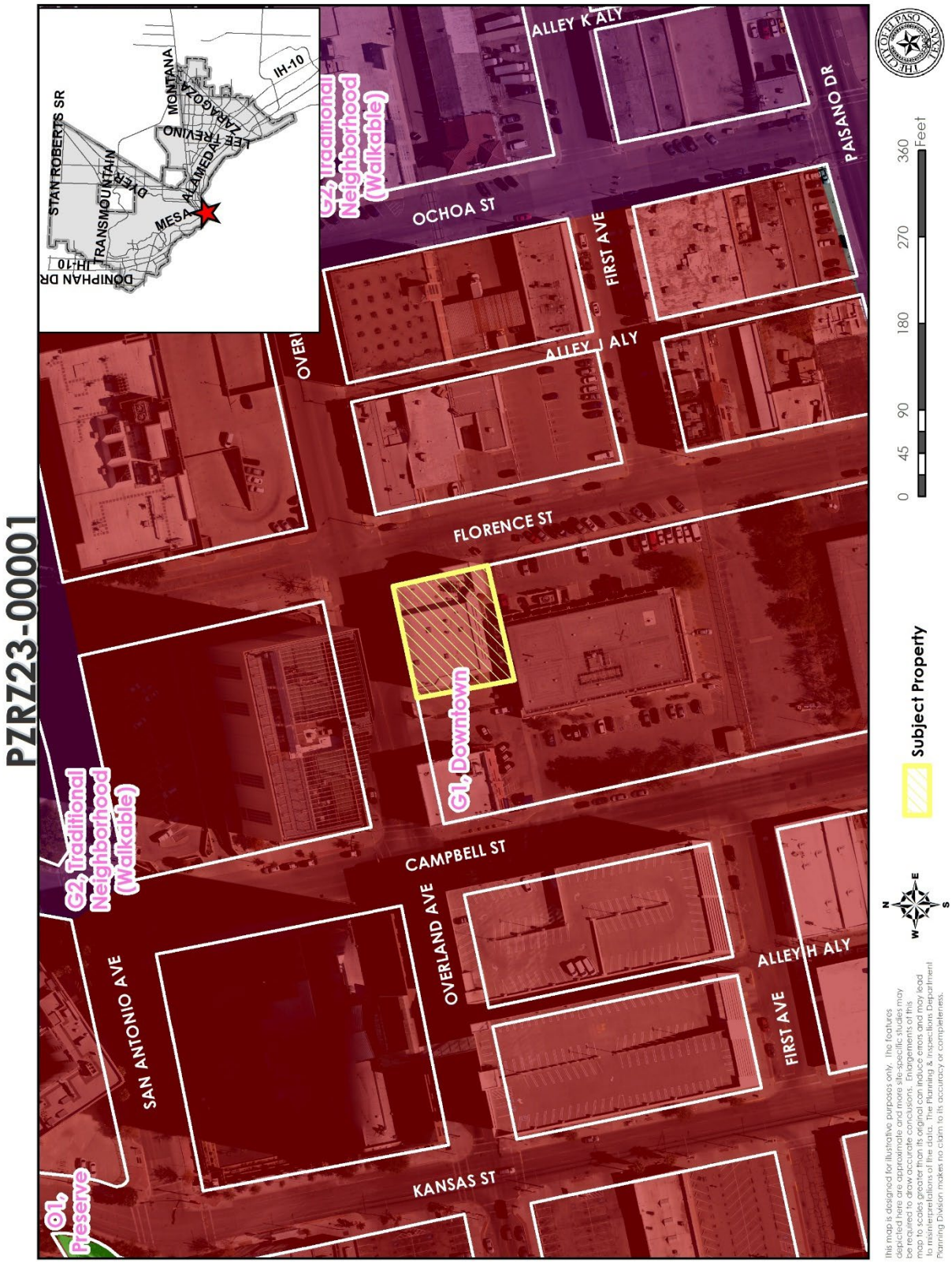
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

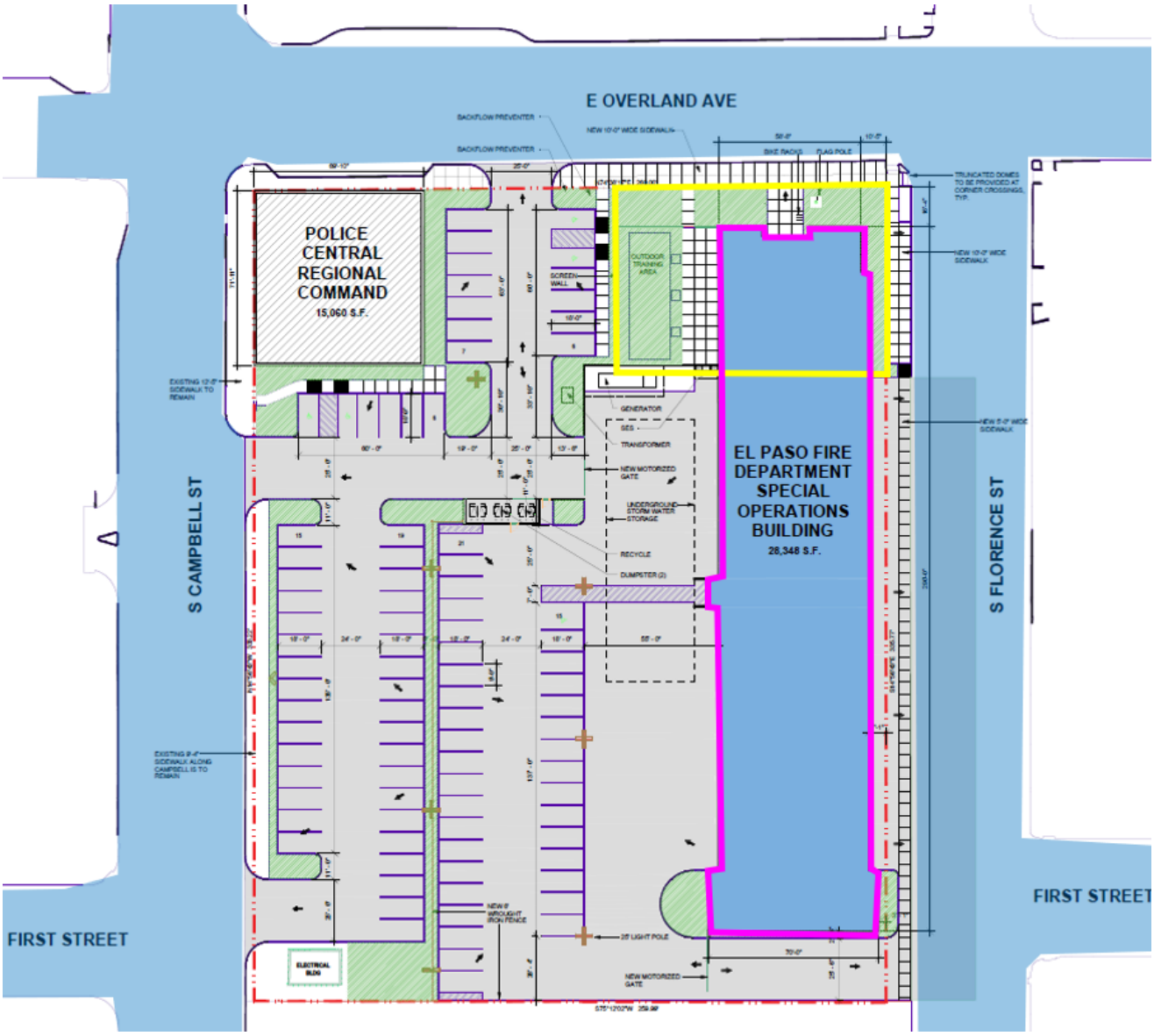
ATTACHMENTS:

1. Future Land Use Map
2. Conceptual Site Plan
3. Department Comments
4. Neighborhood Notification Boundary Map

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3

Planning and Inspections Department - Planning Division
Staff recommends APPROVAL of the rezoning request. The proposed zoning district is compatible with the commercial uses in the surrounding area and consistent with Plan El Paso, the City's Comprehensive Plan and the G-1, (Downtown) future land use designation.

Planning and Inspections Department – Plan Review & Landscaping Division
No objections to rezoning.

Planning and Inspections Department – Land Development
No objections to rezoning.

Fire Department
No adverse comments.

Environment Services
No comments received.

Streets and Maintenance Department
Streets and Maintenance traffic engineering have comments in regards on the side of Campbell Street's sidewalk. The property line shows it's in the middle. Who's to maintain sidewalk? Suggestion to move the property line inwards for better clarity on maintenance issues.

Note: the comments will be addressed at the permitting stage.

Sun Metro
Sun Metro does not have any issues or exceptions with applications.

El Paso Water
We have reviewed the rezoning and provide the following comments:

EPWater will be replacing and upgrading the existing 6-inch diameter water main that extends along Florence St. This work will be done in conjunction with the City of El Paso Special Operation Building project.

EPWater is currently evaluating the condition of the 12-inch diameter sanitary sewer main, that extends within the property, to determine if the main needs to be upgraded or relocated.

The City of El Paso is to coordinate with EPWater regarding the comments above.

Water:
There is an existing 12-inch diameter water main that extends along Overland Ave., located approximately 30-feet south of the north right-of-way line. This main is available for service.

There is an existing 8-inch diameter water main that extends along Campbell St., located approximately 30-feet west of the east right-of-way line. This main is available for service.

There is an existing 6-inch diameter water main that extends along Florence St., located approximately 20-feet east of the west right-of-way line. This main is available for service.

EPWater records indicate an active 2-inch domestic water meter, a ¾-inch yard meter, and a 2-inch domestic water meter serving the subject property. The service addresses for these meters are 200 S Campbell St. and 201 S Florence St.

EPWater records indicate a vacant 6-inch fire line service connection (inactive meter) serving the subject property. The address for this service is 222 S Campbell St.

Previous water pressure from fire hydrant #1871, located on the northeast corner of Overland Ave. and Campbell St., has yielded a static pressure of 90 (psi), a residual pressure of 88 (psi), and a discharge of 1,126 (gpm). The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer, and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sanitary Sewer:
There is an existing 12-inch diameter sanitary sewer main that extends along Overland Ave., located approximately 35-feet south of the north right-of-way line. This main is available for service.

There is an existing 12-inch diameter sanitary sewer main that extends within the property. The main extends south from Overland Ave. to Campbell St. The direction of the main deviates throughout the property. This main is available for service.

General:
EPWater requires a new service application to provide additional service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

El Paso County 911 District
The 911 District has no comments/concerns regarding this zoning.

El Paso County Water Improvement District #1
The item is not within the boundaries of EPCWID1.

ATTACHMENT 4



ITEM 47

222 S. Campbell Street Rezoning

PZRZ23-00001

Strategic Goal 3.

Promote the Visual Image of El Paso



PZRZ23-00001



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

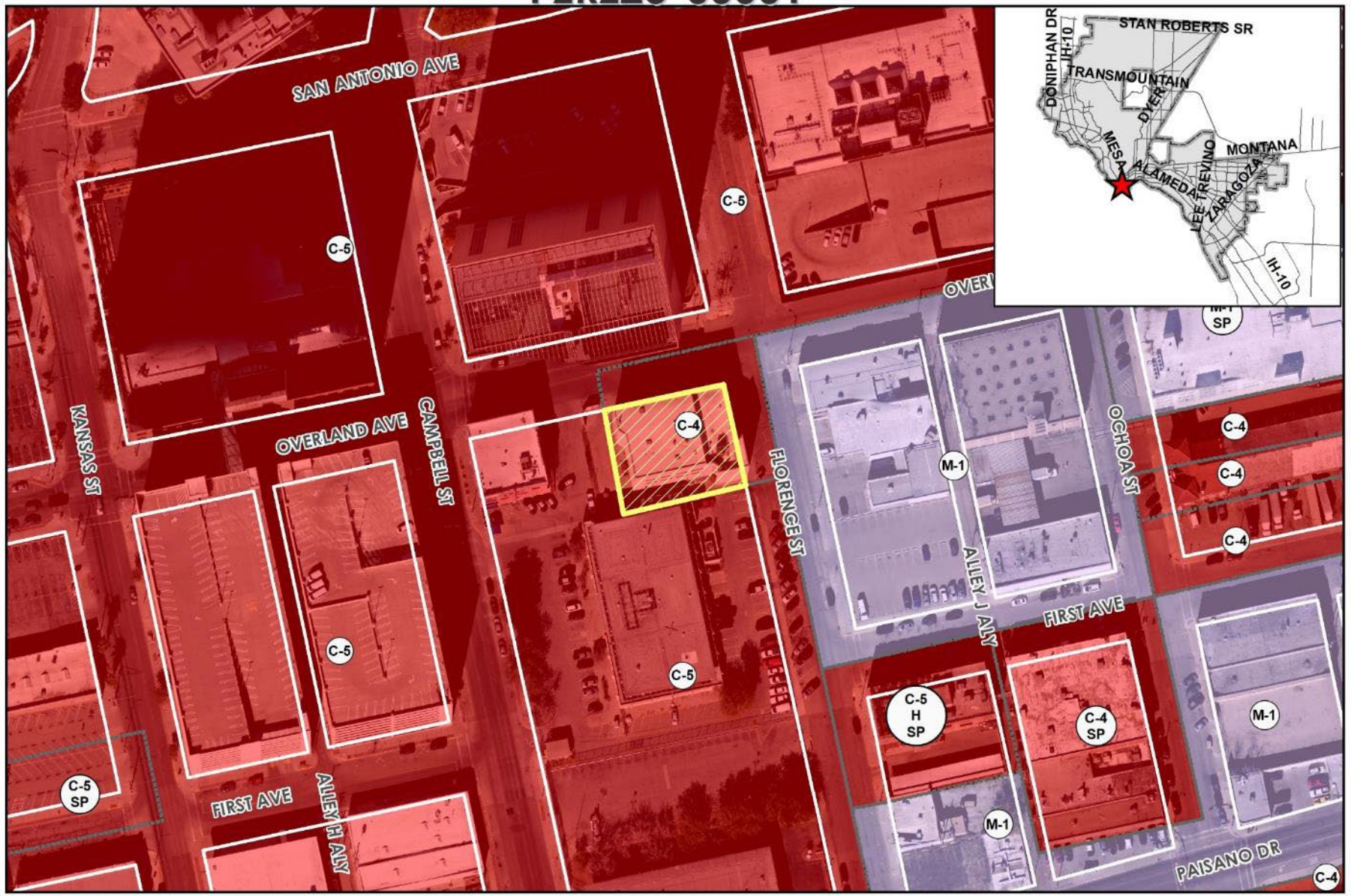
N W E S

Subject Property

0 45 90 180 270 360 Feet

Aerial

PZRZ23-00001



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N W E S

Subject Property

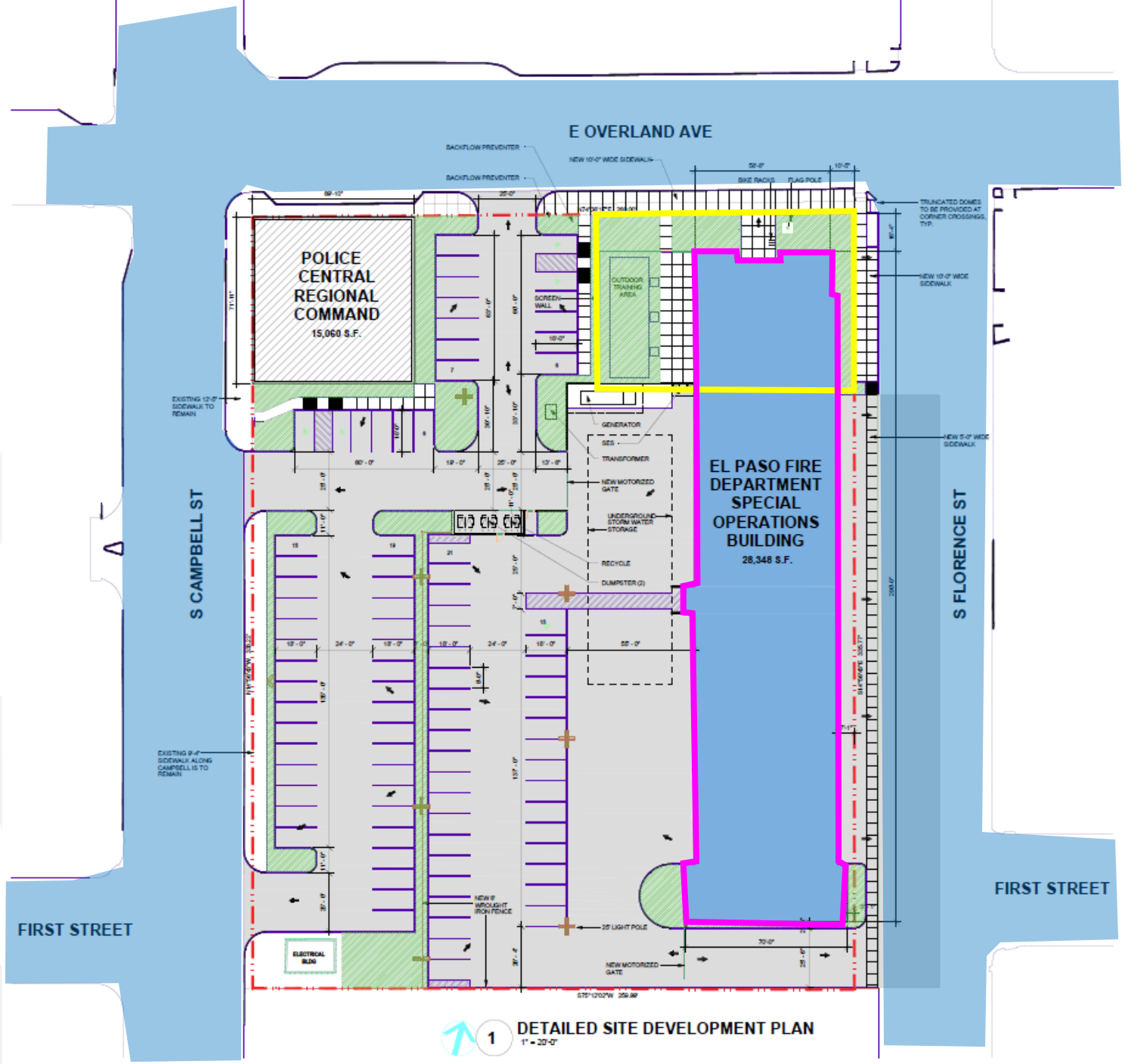
0 45 90 180 270 360 Feet

Existing Zoning

PZRZ23-00001



Future Land Use Map



Conceptual Plan



Subject Property

Surrounding Development

N









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Public Input

- Notices were mailed to property owners within 300 feet on April 6, 2023.
- The Planning Division has not received any communications in support or opposition to the request.





Recommendation

- CPC and Staff recommend approval of the rezoning request.

Mission

Deliver exceptional services to support a high quality of life and place for our community

Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

Values

Integrity, Respect, Excellence, Accountability, People

File #: 23-843, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Economic and International Development, Omar Martinez, (915) 479-0341
Capital Improvement Department, Yvette Hernandez, (915) 212-1860

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action requesting City Council support for the submission of the staff recommended grant application to the FY23 US Department of Transportation (USDOT) Safe Streets for All (SS4A) grant program for the Network-Wide Safety Improvements along the El Paso's High-Injury Network Project. The federal grant request is $10 million. If awarded, the City would contribute $2.5 million as part of the non-federal cost share.

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: June 20th, 2023
PUBLIC HEARING DATE:

CONTACT PERSON(S) NAME AND PHONE NUMBER: Omar Martinez, (915) 479-0341
Yvette Hernandez (915) 212-1860

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 7 - Enhance & Sustain El Paso's Infrastructure Network

SUBGOAL:

SUBJECT:
Discussion and action requesting City Council support for the submission of the staff recommended grant application to the FY23 US Department of Transportation (USDOT) Safe Streets for All (SS4A) grant program for the Network-Wide Safety Improvements along the El Paso's High-Injury Network Project. The federal grant request is $10 million. If awarded, the City would contribute $2.5 million as part of the non-federal cost share.

BACKGROUND / DISCUSSION:
On April 25, 2023, the USDOT opened applications for $1 billion in grant funding through the Safe Streets for All (SS4A) grant program for FY23. The SS4A program is a $5 billion investment over 5 years from FY22 – FY26. SS4A focuses on planning, infrastructure, behavioral, and operational initiatives to prevent death and serious injury on roads and streets involving all roadway users, including pedestrians; bicyclists; public transportation, personal conveyance, and micromobility users; motorists; and commercial vehicle operators. The deadline for applications is July 10, 2023.

The Network-Wide Safety Improvements along the El Paso's High-Injury Network Project is organized around proposed Implementation Projects that were developed as part of the City of El Paso's 2023 Vision Zero Plan, a Comprehensive Safety Action Plan designed to prevent roadway fatalities and serious injuries. The Vision Zero Plan includes a Safety Recommendation Matrix listing strategies, policies, and infrastructure improvements focusing on five categories: Safe Road Users, Safe Vehicles, Safe Speeds, Safe Roads, and Post-Crash Care.

PRIOR COUNCIL ACTION:
On June 6, City Council approved the Vision Zero Plan. The Network-Wide Safety Improvements along the El Paso's High-Injury Network Project is based on recommendations and priorities outlined in the Vision Zero Plan.

AMOUNT AND SOURCE OF FUNDING:
Programmed FY24 City funds allocated to the Intersection Traffic Program ($1,401,895), ADA On-Demand ($750,000), and Neighborhood Traffic Management Program ($350,000). Total: $2,501,895.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Capital Improvement Department
SECONDARY DEPARTMENT:

_**********REQUIRED AUTHORIZATION**********

DEPARTMENT HEAD: Yvette Hernandez Yvette Hernandez

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Revised 04/09/2021



Item 48

Safe Streets for All (SS4A)

Authorizing the Submission of FY23 Application to the USDOT FY23 SS4A Discretionary Grant Program

June 20, 2023

1285

COEP Strategic Plan

Goal 2: Set the Standard for A Safe & Secure City

Goal 7: Enhance & Sustain El Paso's Infrastructure Network

Goal 8: Nurture & Promote a Healthy, Sustainable Community



Council Requested Action

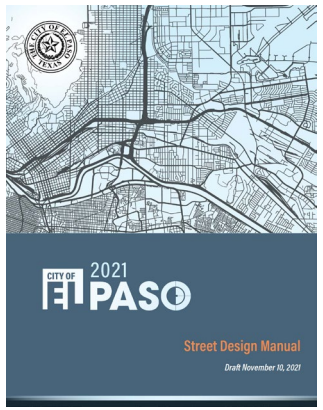
City Council support for the submission of the staff recommended projects to the FY23 Safe Streets for All (SS4A) federal discretionary grant program.



VISION ZERO

EL PASO ★ ONE VISION FOR SAFE STREETS

EL PASO COMPLETE STREETS





POLICE EL PASO TEXAS

NTMP

El Paso Metropolitan Planning Organization

ISIP

COEP Actions for Safer Streets

Intersection Safety Improvement Program

- Focuses on intersections with high # of crashes
  - **Tier 1 – Re-Striping/Signage/Signals - $447,622**
  - **Tier 2 – Enhanced Striping/Signal Flashers/Mast Arms - $762,000**
  - **Tier 3 – Complete Streets - $2,941,000** (unfunded)

Vision Zero examines the *type* of collisions for a proactive approach

- Focuses on intersections and **segments.**
- Includes education, outreach, engagement and awareness.
- Crash profiling for proactive countermeasures
- Priority intersection concepts

COEP Actions for Safer Streets

Intersection Safety Improvement Program

- Focuses on intersections with high # of crashes
  - **Tier 1 – Re-Striping/Signage/Signals - $447,622**
  - **Tier 2 – Enhanced Striping/Signal Flashers/Mast Arms - $762,000**
  - **Tier 3 – Complete Streets - $2,941,000** (unfunded)

Vision Zero examines the *type* of collisions for a proactive approach

- Focuses on intersections and **segments.**
- Includes education, outreach, engagement and awareness.
- Crash profiling for proactive countermeasures
- Priority intersection concepts



From 2017 to 2022,
El Paso had

262 FATAL INJURIES

and **881 SUSPECTED SERIOUS INJURIES.**

7

$11.8M PER FATALITY

$564K PER SERIOUS INJURY

$3.59 BILLION

* FHWA Monetized KABCO Injury Classifications Scale

SS4A 2023 Program

- **$600M National Competition**
- **Highly competitive**
  - Only 18% of all applications were awarded last year
- **Due July 10th, 2023**





Project:

Network-Wide Safety Improvements along the El Paso's High-Injury Network

Budget: $12.5M

Request: $10M

Local Match: $2.5M

Local Match Funding Source: General Fund
(Allocated funds leveraged)



Criterion/Element	Competitive Edge
Safety	• Data-driven, compelling narrative • Comprehensive, effective safety improvements • Reasonable implementation costs • Commitment to Vision Zero • Prioritizing intervention locations on High Injury Network
Equity	• Equitable investment • Meaningful engagement • Rural areas
Engagement & Collaboration	• Multi-jurisdictional • Community Engagement • Stakeholder + Multi-Agency Coordination
Project Readiness	• Low-cost, high-impact strategies • All projects can be completed within 5 years
Economic Competitiveness	• Leading to increased economic activity • Increase multimodal mobility
Federal Funding Request	• Less than $10 million

El Paso's Funding Request

- **Selecting the Funding Request**
  - Project assessment based on Funding Programming (Capital + Quick Build Projects) and Crash Profiles
  - Assessed Top Projects (countermeasures and cost magnitude)
  - Leverage Quick Build Category in SS4A

El Paso's Funding Request

Priority Project Categories

Safe Users

- Safe Routes to School Safety Assessment ($1.4 Million)
- VZ Education Campaign ($1 million)

Safe Speeds & Roads

- Intersection Safety Improvement Program ($800,000)
- Quick Build & Rapid Implementation ($3.2 million)
- Signature Projects ($6 million)



SS4A Projects

- Quick Build funding request will allow the City to complete a significant number of projects beyond those listed which are top projects only

Priority Projects

Quick Build

Alabama St.
Nashville Ave. – Copper Ave.

El Paso St.
6th Ave. – San Antonio St.

Rushing Rd.
Round Rock Dr. – Woodrow Bean Transmountain Dr.

Sun Valley Rd.
Rushing Rd. – Terminus

Texas Ave.
Oregon St. – Cotton St.

Titanic Ave.
Dyer St. – Diana Dr.

Tobin Pl.
Alameda Ave – Paisano Dr. – Delta Dr.

Wyoming Ave.
Cambell St. – Brown St.

Yandell Dr.
Rosewood St. – North Piedras St.

Signature

Yarbrough Dr.
Cinecue Wy. – Vista Del Sol Dr.



Council Requested Action

City Council support for the submission of the staff recommended projects to the FY23 Safe Streets for All (SS4A) federal discretionary grant program.



Mission

Deliver exceptional services to support a high quality of life and place for our community

Values

Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople

Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

File #: 23-862, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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All Districts
Community and Human Development, Nicole Ferrini, (915) 212-1659

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action on a Resolution to approve an amendment to the City's 2021-2022 (47th Year) Annual Action Plan and 2022-2023 (48th Year) Annual Action Plan for the Community Development Block Grant Entitlement (CDBG-EN) to:

a. Increase the Community Development Block Grant (CDBG) project/activity budget for Wheelchair Ramps at Lakehurst Rd. and Saratoga Dr. to $95,237.24 utilizing unprogrammed CDBG funds from prior years; and

b. Increase the Community Development Block Grant (CDBG) project/activity budget for Wheelchair Ramps along Wadsworth Ave. to $388,649.27 utilizing unprogrammed CDBG funds from prior years; and

c. Increase the Community Development Block Grant (CDBG) project/activity budget for Sidewalks along Byron St. to $341,295.35 utilizing unprogrammed CDBG funds from prior years.

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: June 20, 2023

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Nicole Ferrini, Chief Resilience Officer, 915-212-1659

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 8 – Nurture and promote a healthy, sustainable community

SUBGOAL: Goal 8.2 – Stabilize neighborhoods through community, housing and ADA improvements

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include $ amount if applicable.

Discussion and action on a resolution to approve an amendment to the City's 2021-2022 (47th Year) Annual Action Plan and 2022-2023 (48th Year) Annual Action Plan for the Community Development Block Grant Entitlement (CDBG-EN) to:

a. Increase the Community Development Block Grant (CDBG) project/activity budget for Wheelchair Ramps at Lakehurst Rd. and Saratoga Dr. to $95,237.24 utilizing unprogrammed CDBG funds from prior years; and

b. Increase the Community Development Block Grant (CDBG) project/activity budget for Wheelchair Ramps along Wadsworth Ave. to $388,649.27 utilizing unprogrammed CDBG funds from prior years; and

c. Increase the Community Development Block Grant (CDBG) project/activity budget for Sidewalks along Byron St. to $341,295.35 utilizing unprogrammed CDBG funds from prior years.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

Due to unforeseen site conditions and increased material and labor costs, the three CDBG-funded projects require additional funding to complete the intended scope of work. The projects and scopes of work are:

Sidewalks along Byron Street – Along Byron St. between Mobile Ave. and Memphis Ave., 79930 – Installation of sidewalks and 8 ADA directional ramps along Byron St.

Wheelchair Ramps at Lakehurst Rd and Saratoga Dr. – Intersections along Lakehurst Rd and Saratoga Dr around Centennial Dr and Thorn Ave, 79912 – Installation of ADA directional ramps at 12 corners along Lakehurst Rd and Saratoga Dr.

Wheelchair Ramps along Wadsworth Ave. – Along Wadsworth Ave between Olga St. and Sidney St., 79924. Installation of 18 ADA directional ramps at 9 corners along Wadsworth Ave.

Project	Original Project Estimate	New Project Estimate
Byron Sidewalks and Ramps	$ 115,315.00	$ 341,295.35
Lakehurst Sidewalks and Ramps	$ 35,146.00	$ 95,237.24
Wadsworth Ramps	$ 103,005.00	$ 388,649.27

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

On June 22, 2021, the City Council adopted the 2021-2022, 47th Year Annual Action Plan.
On July 6, 2022, the City Council adopted the 2022-2023, 48th Year Annual Action Plan.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? __X_ YES ___NO

PRIMARY DEPARTMENT: Department of Community + Human Development (DCHD)
SECONDARY DEPARTMENT: N/A

*********************REQUIRED AUTHORIZATION*********************

DEPARTMENT HEAD:

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Revised 04/09/2021

RESOLUTION

WHEREAS, on June 22, 2021, the City Council for the City of El Paso adopted the Final Action Plan for 2021-2022 and on that date Authorized the City Manager to sign and submit to the United States Department of Housing and Urban Development (HUD) the 2021-2022 Annual Action Plan to include all certifications contained therein; and

WHEREAS, on July 6, 2022, the City Council for the City of El Paso adopted the Final Action Plan for 2022-2023 and on that date Authorized the City Manager to sign and submit to the United States Department of Housing and Urban Development (HUD) the 2022-2023 Annual Action Plan to include all certifications contained therein; and

WHEREAS, the City Council, based on the recommendation of the Department of Community and Human Development, now desires to amend the 2021-2022 Annual Action Plan and 2022-2023 Annual Action plan to increase funding for three projects contained within those plans; and

WHEREAS, on May 20, 2023 the City of El Paso posted on its website public notice and allowed a 30-day public comment period regarding the proposed amendments to the 2021-2022 Annual Action Plan and 2022-2023 Annual Action Plan and City Council has duly considered public comment if any.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. That the 2021-2022 Annual Action Plan is hereby amended as follows:

    a. Increase the Community Development Block Grant (CDBG) project/activity budget for Wheelchair Ramps at Lakehurst Rd. and Saratoga Dr. to $95,237.24 utilizing unprogrammed CDBG funds from prior years.

2. That the 2022-2023 Annual Action Plan is hereby amended as follows:

    a. Increase the Community Development Block Grant (CDBG) project/activity budget for Wheelchair Ramps along Wadsworth Ave. to $388,649.27 utilizing unprogrammed CDBG funds from prior years; and

    b. Increase the Community Development Block Grant (CDBG) project/activity budget for Sidewalks along Byron St. to $341,295.35 utilizing unprogrammed CDBG funds from prior years.

3. That the Department of Community and Human Development, through the Climate and Sustainability Officer, be authorized to make the above changes to the 2021-2022 Annual Action Plan and 2022-2023 Annual Action Plan in the United States Department of Housing and Urban Development's program system.

4. That the City Manager, or designee, be authorized to take any actions necessary to accomplish the intent of this resolution upon approval by the City Attorney's Office and Climate and Sustainability Officer.

5. Except as herein amended, the 2021-2022 Annual Action Plan and 2022-2023 Annual Action Plan remain in full force and effect.

APPROVED this ___ day of _____, 2023.

THE CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicole Ferrini
Climate & Sustainability Officer

Community + Human Development

Wadsworth, Byron & Lakehurst ADA Projects

community + human development

Advance Equity — **Reduce Poverty** — **Build Sustainability**

Civic Empowerment

- **Equity + Access**
- Climate Action
- Volunteerism + Engagement

Human Services

- Homelessness
- Health+ Wellbeing
- Recreation + Lifestyle

Neighborhood Development

- Housing
- Community Revitalization
- Quality of Life

Our responsibility is to serve as the catalyst for community partnerships, collaboration + change ensuring **equity, resilience + sustainability** for the most vulnerable El Pasoans by giving voice to the underrepresented, supporting a strong system of human services & investing in El Paso homes, families + neighborhoods.



ADA Projects Play a Vital Role

Importance

The Community Development Block Grant (CDBG) allows for improvements to public throughways that provide **accessibility** to those with disabilities, a standard established by the Americans with Disabilities Act (ADA).

ADA projects funded through the CDBG program facilitate a process that allows all residents to **engage** in the community, **provide meaningful service** and **function** within the City's economy.

- ***Goal 7.2*** Improve Competitiveness through infrastructure improvements impacting the quality of life. ADA projects enhance the quality of life for citizens with disabilities.
- ***Goal 7.3*** Enhance a regional comprehensive transportation system. Projects allow for easy travel between bus stops to access public and private transportation systems.
- ***Goal 7.5*** Set one standard for infrastructure across the City of El Paso. Projects elevate the City's pathways to and from City services to the standard set by the ADA.
- ***Goal 8.2*** Stabilize neighborhoods through community, housing and ADA improvements. Projects increase ease of access to affordable, high-quality housing options while decreasing risk of homelessness.

Projects

Wheelchair Ramps at Lakehurst Rd and Saratoga Dr

- **6 ADA ramps** along Lakehurst Rd at Beechnut Rd, Ringold Rd and Centennial Rd.
- **6 ADA ramps** along Saratoga Rd at Beechnut Rd, Ringold Rd, and Centennial Rd.

Wheelchair Ramps along Wadsworth Ave

- **22 ADA ramps** along Wadsworth Ave between Olga St and Sidney St.

Sidewalks along Byron St

- **Sidewalk improvements and 16 ADA ramps** along Byron St between Memphis Ave and Mobile Ave.

Funding Overview

ADA Projects

$572k additional funding needed

Project	Original Cost Estimate	Needed to Complete Full Scope of Work	New Overall Budget
Wheelchair Ramps at Lakehurst Rd and Saratoga Dr	$35,146.00	**$60,091.24**	$95,237.24
Wheelchair Ramps along Wadsworth Ave	$103,005.00	**$285,644.27**	$388,649.27
Sidewalks along Byron St	$115,315.00	**$225,980.35**	$341,295.35

Mission

Deliver exceptional services to support a high quality of life and place for our community

Values

Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople

Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

Funding Overview

Wheelchair Ramps at Lakehurst and Saratoga Dr

Item	Original Quantity	Original Unit Price	Original Amount	Revised Quantity	Revised Unit Price	Revised Amount
Curb Ramps	**12**	**$2,017.12**	**$24,205.47**	**12**	**↑ $5,590.02**	**$67,080.24**
Contingency	1	$4,841.09	$4,841.09	1	$6,708.02	$6,708.02
Design	1	$4,356.98	$4,356.98	0	$0.00	$0.00
Project Management (Admin, Construction, Engineering + Management)	**1**	**$871.40**	**$871.40**	**1**	**↑ $16,808.81**	**$16,808.81**
Materials Testing	**1**	**$871.40**	**$871.40**	**1**	**↑ $4,240.17**	**$4,240.17**
Project Consultants	0	$0.00	$0.00	1	$400.00	$400.00
					Revised Project Total	**$95,237.24**

Budget increase is largely due to increased **per-ramp construction, project management**, and **material testing** costs.

Funding Overview

Wheelchair Ramps along Wadsworth Ave

Item	Original Quantity	Original Unit Price	Original Amount	Revised Quantity	Revised Unit Price	Revised Amount
Preparing Row	1	$4,499.46	$4,499.46	0	$0.00	$0.00
Removing Concrete (Curb & Gutter)	**220**	**$6.75**	**$1,485.00**	**830**	**$ 8.00**	**$6,640.00**
Removing Concrete (Sidewalk or Ramp)	**266**	**$14.62**	**$3,888.92**	**490**	**$48.76**	**$23,892.40**
Barricades Signs & Traffic Handling	2	$5,624.32	$11,248.64	3	$9,093.60	$27,280.80
Concrete Curb & Gutter (TYII)	**220**	**$21.37**	**$4,701.40**	**884**	**$24.15**	**$21,348.60**
Concrete Sidewalks (4")	**175**	**$60.74**	**$10,629.50**	**375**	**$77.89**	**$29,208.75**
Curb Ramps (TY7)	**266**	**$118.11**	**$31,417.26**	**550**	**$107.82**	**$59,301.00**
Concrete Parkway (4")	**0**	**$0.00**	**$0.00**	**420**	**$77.89**	**$32,713.80**
Mobilization	1	$6,152.40	$6,152.40	1	$10,019.27	$10,019.27
Contingency	**1**	**$11,103.39**	**$11,103.39**	**1**	**$34,566.47**	**$34,566.47**
Project Management (Admin, Construction, Engineering + Management)	**1**	**$2,556.36**	**$2,556.36**	**1**	**$37,508.63**	**$37,508.63**
Contractual Design	**1**	**$12,768.90**	**$12,768.90**	**1**	**$70,000.00**	**$70,000.00**
Materials Testing	**1**	**$2,553.36**	**$2,553.78**	**1**	**$16,131.02**	**$ 16,131.02**
Labor Shortage	0	$0.00	$0.00	1	$10,019.27	$10,019.27
Material Escalation	0	$0.00	$0.00	1	$10,019.27	$10,019.27
					Revised Project Total	**$388,649.27**

Budget increase is largely due to **underestimated quantities** and increased **per-ramp construction, project management, materi testing, design** costs.

Funding Overview

Sidewalks along Byron St

Item	Original Quantity	Original Unit Price	Original Amount	Revised Quantity	Revised Unit Price	Revised Amount
Preparing Row	1	$6,733.22	$6,733.22	0	$0.00	$ 0.00
Removing Concrete (Curb & Gutter)	80	$6.75	$540.00	80	$8.00	$640.00
Removing Concrete (Sidewalk or Ramp)	**152**	**$14.62**	**$2,222.24**	**160**	**↑ $48.76**	**$7,801.60**
Barricades, Signs and Traffic Handling	2	$5,624.32	$11,248.64	3	$9,093.60	$27,280.80
Concrete Curb & Gutter	80	$21.37	$1,709.60	80	$24.15	$1,932.00
Driveways	64	$75.37	$4,823.68	1	$4,943.40	$4,943.40
Concrete Sidewalks (4")	**167**	**$78.84**	**$13,166.28**	**↑ 275**	**$77.89**	**$21,419.75**
Curb Ramps	**152**	**$118.11**	**$17,952.72**	**↑ 480**	**$107.82**	**$51,753.60**
Stone Masonry (Rock Wall)	38	$485.00	$18,322.22	29	$1,354.91	$39,292.39
Excavation (Special)	0	$0.00	$0.00	330	$35.06	$11,569.80
Mobilization	1	$6,152.40	$6,152.40	1	$8,331.67	$8,331.67
Contingency	**1**	**$12,430.65**	**$12,430.65**	**1**	**↑ $28,744.35**	**$28,744.35**
Project Management (Admin, Construction, Engineering + Management)	**1**	**$2,859.05**	**$2,859.05**	**1**	**↑ $37,508.63**	**$37,508.63**
Contractual Design	**1**	**$14,295.25**	**$14,295.25**	**1**	**↑ $70,000.00**	**$70,000.00**
Materials Testing	**1**	**$2,859.05**	**$2,859.05**	**1**	**↑ $13,414.03**	**$13,414.03**
Labor Shortage	0	$0.00	$0.00	1	$8,331.67	$8,331.67
Material Escalation	0	$0.00	$0.00	1	$8,331.67	$8,331.67
					Revised Project Total	**$341,295.35**

Budget increase is largely due to **underestimated quantities** and increased **per-ramp construction, project management, material testing, de** costs.

Wheelchair Ramps at Lakehurst and Saratoga Dr



Wheelchair Ramps along Wadsworth Ave



Wadsworth Ave & Murphy St

Intersection

Directions Save Nearby Send to phone Share

El Paso, TX 79924

Add a missing place

Add your business

Photos



Legend:

- Directional Ramps Proposed



Sidewalks along Byron St



File #: 23-912, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

City Attorney's Office, Matthew Marquez, (915) 212-0033

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Maria Ramirez, et al v. Ruben Escajeda Jr. and City of El Paso; Matter No. 17-1026-8594 (551.071)

File #: 23-868, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

City Attorney's Office, Evan Reed, (915) 212-0033

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Maria H. Torres v. City of El Paso; Matter 19-1045-089; (551.071)

File #: 23-871, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

City Attorney's Office, Donald C. Davie, (915) 212-0033

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

TGS Rate Case Expense Severed from OS-22-9896 Settlement Proposal; HighQ#UTILITY-3; (551.071)

File #: 23-872, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

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City Attorney's Office, Donald C. Davie, (915) 212-0033

AGENDA LANGUAGE:

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2023 TGS Rate Annual Gas Reliability Infrastructure Program Application for Annual Interim Rate Adjustment; HQ#UTILITY-4; (551.071)

File #: 23-874, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

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No Title's, No emails. Please use ARIAL 10 Font.
City Attorney's Office, Donald C. Davie, (915) 212-0033

AGENDA LANGUAGE:
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EPE Request to Amend Rate Schedule No. 33; HQ#UTILITY-12; (551.071)

File #: 23-880, **Version:** 1

CITY OF EL PASO, TEXAS
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City Attorney's Office, Kristen Hamilton-Karam, (915) 212-0033

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City Attorney and City Manager annual performance evaluations. Matter No. 21-1043-688/HQ#23-816 (551.071 and 551.074)