

Oscar Leeser
Mayor

Tommy Gonzalez
City Manager



CITY COUNCIL
Peter Svarzbein, District 1
Alexsandra Anello, District 2
Cassandra Hernandez, District 3
Joe Molinar, District 4
Isabel Salcido, District 5
Claudia L. Rodriguez, District 6
Henry Rivera, District 7
Cissy Lizarraga, District 8

AGENDA FOR THE REGULAR COUNCIL MEETING

April 12, 2022

**COUNCIL CHAMBERS, CITY HALL, 300 N. CAMPBELL AND VIRTUALLY
9:00 AM**

**THE LOCAL HEALTH AUTHORITY STRONGLY RECOMMENDS THE USE OF
MASKS IN ALL CITY FACILITIES AND INDOOR SPACES**

Teleconference phone number: 1-915-213-4096

Toll free number: 1-833-664-9267

Conference ID: 609-936-834#

AND

**AGENDA REVIEW MEETING
COUNCIL CHAMBERS, CITY HALL
300 N. CAMPBELL AND VIRTUALLY**

April 11, 2022

9:00 AM

Teleconference phone number: 1-915-213-4096

Toll free number: 1-833-664-9267

Conference ID: 496-567-70#

Notice is hereby given that an Agenda Review Meeting will be conducted on April 11, 2022 at 9:00 A.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on April 12, 2022 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 the corresponding Conference ID:

Agenda Review, April 11, 2022 Conference ID: 496-567-70#
Regular Council Meeting, April 12, 2022 Conference ID: 609-936-834#

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:

**<https://www.elpasotexas.gov/city-clerk/meetings/city-council-meetings>
and
http://legacy.elpasotexas.gov/muni_clerk/Sign-Up-Form-Call-To-The-Public.php**

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

Representatives Alexsandra Annello and Cassandra Hernandez

A quorum of City Council must participate in the meeting.

ROLL CALL

INVOCATION BY EL PASO POLICE CHAPLAIN DAVID MAYFIELD

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

Autism Acceptance Month

Rebuilding Together El Paso's SheBuilds Program Recognition Day

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 Minutes of the Regular City Council Meeting of March 29, 2022, the Agenda Review Meeting of March 28, 2022, and the Work Session of March 28, 2022.

[22-429](#)

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** [22-431](#)

CONSENT AGENDA - RESOLUTIONS:**Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development:**

3. A Resolution to authorize the City Manager to sign a Concession License Agreement between the City of El Paso ("City") and 24 Hour Flower, Inc ("Concessionaire") to allow Concessionaire to operate automated retail machines at the El Paso International Airport, with Concessionaire's payment to the City being the greater of an amount based on the square footage of the concession site or a percentage of the revenues derived from the automated retail machines, for a one-year term, with an option to renew the Agreement for four additional one-year terms. [22-396](#)

Term for this agreement shall be for one (1) year with the option to extend for four additional one-year terms. Total value of the concession site is \$1,362.50 annually at a rate of \$54.50 per square foot. Agreement includes a percentage rent calculated at 12% of gross revenue derived from the automated retail machines.

District 2

Airport, Sam Rodriguez, (915) 212-7301

4. A Resolution authorizing the City Manager or designee to make necessary budget transfers and to sign the Event Support Contract in an amount not to exceed \$120,000 with Consortium Productions, Inc. for the City of El Paso to host the Sun City CRIT, May 6-8, 2022. [22-413](#)

All Districts

Destination El Paso, Brooke Underwood, (915) 534-0692
City Manager's Office, Tracey Jerome, (915) 212-0033

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

5. The linkage to the Strategic Plan is subsection 4.1 - Deliver bond projects impacting the quality of life across the city in a timely and efficient manner. [22-405](#)

That the Purchasing Director is authorized to notify MARTINEZ BROS. CONTRACTORS, LLC, that the City is terminating all remaining work under Contract: 2021-0260 Modesto Gomez Park Improvements effective April 12,

2022, without cause, pursuant to the provisions and requirements of Paragraph 6.9.2 of the Contract Clauses due to the necessity to modify the scope of work with an associated cost increase in excess of 25% of the initial contract value in violation of Texas Local Government Code Title 8 Subtitle C Chapter 271 Section 271.060(c).

Department: Capital Improvement

District 8

Capital Improvement Department, Sam Rodriguez, (915) 212-0065
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218

6. A Resolution that City Council accepts the recommendation from the Parks and Recreation Advisory Board and hereby approves the renaming of Clark & Cleveland Park, located at the intersection of Clark Drive & Cleveland Avenue, within the City of El Paso, El Paso County, Texas, as “Marina Rios Park.”

[22-406](#)

District 3

Parks and Recreation, Ben Fyffe, (915) 212-1766

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

7. That the City Council finds that the relocation of El Paso Electric improvements located on the Project site, and adjacent public areas and rights of way, is necessary for the construction and maintenance of City public improvements. That in accordance with Ordinance 16090, the City of El Paso requires the El Paso Electric Company to replace existing guy wire with sidewalk anchor at the El Paso Electric Company's expense. That the City Engineer is authorized and directed to coordinate with El Paso Electric to identify the specific El Paso Electric improvements that need to be replaced to accommodate the construction of the City improvements.

[22-407](#)

District 6

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

CONSENT AGENDA - BOARD APPOINTMENTS:

Goal 8: Nurture and Promote a Healthy, Sustainable Community

8. Emma Acosta to the El Paso Housing Finance Corporation by Mayor Oscar Leeser.

[22-427](#)

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

CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:

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

9. That the tax refunds listed on the attachment posted with this agenda be

[22-404](#)

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 A)

All Districts

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

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL:

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

10. Recognition of the City of El Paso Environmental Services Department staff, led by Managing Director, Ellen Smyth, for their hard work, dedication and commitment to organize the 11th Annual Earth Day Celebration at the Municipal Services Center in District 7. [22-424](#)

All Districts

Members of the City Council, Representative Henry Rivera, (915) 212-0007

11. Recognition of local artist, Cesar Inostroza, for successfully and beautifully sharing the mission of the City's Environmental Services Department through his newest mural "Symbiosis" located at the Municipal Services Center in District 7. [22-425](#)

All Districts

Members of the City Council, Representative Henry Rivera, (915) 212-0007

12. Recognition of City Manager Tommy Gonzalez for being named the 2022 E. David Spong Lifetime Achievement Award recipient by the Malcolm Baldrige Foundation. [22-428](#)

All Districts

Members of the City Council, Representative Henry Rivera, (915) 212-0007

Members of the City Council, Representative Isabel Salcido, (915) 212-0005

Members of the City Council, Representative Peter Svarzbein, (915) 212-1002

REGULAR AGENDA - OPERATIONAL FOCUS UPDATES:

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

13. The securing of the Texas Democratic Party's 2024 State Convention. [22-414](#)

All Districts

Destination El Paso, Brooke Underwood, (915) 534-0692

Destination El Paso, Jose Garcia, (915) 534-0667

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

14. Budget Update.

[22-400](#)

All Districts

City Manager's Office, K. Nicole Cote, (915) 212-1092

Goal 8: Nurture and Promote a Healthy, Sustainable Community

15. Update on the state of homelessness in El Paso.

[22-355](#)

All Districts

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

16. Presentation and update on the AmeriCorps Retired and Senior Volunteer Program and the Foster Grandparent Program.

[22-411](#)

All Districts

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

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: 609-936-834#

A sign-up form is available on line for those who wish to sign up in advance of the meeting at: http://legacy.elpasotexas.gov/muni_clerk/signup_form.asp

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 3: Promote the Visual Image of El Paso

17. An Ordinance amending various sections of Title 19 (Subdivision and Development Plats), to adopt the El Paso Street Design Manual, to update references to the design standards for construction to the street design manual, and to update standards of construction for streets. The Penalty is as provided in Chapter 19.42 of the El Paso City Code. [22-409](#)

All Districts

Capital Improvement Department, Joaquin Rodriguez, (915) 328-8731

PUBLIC HEARING WILL BE HELD ON APRIL 26, 2022

18. An Ordinance amending the 2025 proposed thoroughfare system, as incorporated into "*Plan El Paso*" to add context area classifications to all included thoroughfares and to make minor changes to the thoroughfare system based on existing conditions and development patterns. [22-410](#)

All Districts

Capital Improvement Department, Joaquin Rodriguez, (915) 328-8731

PUBLIC HEARING WILL BE HELD ON APRIL 26, 2022

Goal 8: Nurture and Promote a Healthy, Sustainable Community

19. An Ordinance amending Ordinance 011469 merging the membership of the Foster Grandparent Program Advisory Council and the Retired and Senior Volunteer Program Advisory Council into the AmeriCorps Seniors Advisory Council. [22-412](#)

All Districts

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

PUBLIC HEARING WILL BE HELD ON APRIL 26, 2022

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

20. The linkage to the Strategic Plan is subsection: 2.7 - Maximize Municipal Court efficiency and enhance customer experience. [22-403](#)

Award Summary:

Discussion and action on the award of Solicitation 2022-0007R Collection Services for Delinquent Fines and Fees - Municipal Court 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:
No contract variance

Department: Municipal Court
Award to: Delgado Acosta Spencer Linebarger & Perez,
LLP
El Paso, TX
Item(s): All
Annual Estimated Award: \$949,008.95
Initial Term: \$3,796,035.80 (4 years)
Option to Extend: \$2,847,026.85 (3 years)
Total Estimated Award: \$6,643,062.65 (7 years)
Account No.: 111-1000-11030-203400
Funding Source: Collection Agency Payable
Districts(s): All

This is a Request for Proposal (RFP), service contract.

The Purchasing & Strategic Sourcing and Municipal Court Departments recommend award as indicated to Delgado Acosta Spencer Linebarger & Perez, LLP, the sole 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.

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

Municipal Courts, Lilia Worrell, (915) 212-5822
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218

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

21. Discussion and action on a Resolution for City Council to approve the revisions to the Neighborhood Traffic Management Program as shown in Exhibit "A" of the Resolution.

[22-397](#)

All Districts

Streets and Maintenance, Richard J. Bristol, (915) 212-7000

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

Goal 3: Promote the Visual Image of El Paso

22. An Ordinance changing the zoning of a portion of the Southwest ¼ of the Northwest ¼ of Section 16, Block 79, Township 3, Texas and Pacific Railway Company Surveys, 1500 Joe Battle Boulevard, City of El Paso, El Paso County, Texas from R-3 (Residential) to C-3 (Commercial). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[22-267](#)

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: 1500 Joe Battle Boulevard
Applicant: City of El Paso, PZRZ21-00009

District 6

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

- 23.** An Ordinance releasing all conditions placed on property by Ordinance No. 8786 which changed the zoning of a portion of Lots 2 and 3 and all of Lots 4, 5, 6, 7 and 8, and the east 10' of Lot 9, Block 7, Golden Hill Addition, 1519 and 1525 Golden Hill Terrace Street, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[22-276](#)

The proposed condition release 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: 1519 and 1525 Golden Hill Terrace Street
Applicant: ML Real Property LLC, PZCR21-00001

District 8

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, David Samaniego, (915) 212-1608

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

- 24.** An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.030 (Schedule III - Parking Prohibited at all times on certain streets) of the City Code, to add paragraph 387 to prohibit parking on certain portions of Schwarzkopf Drive; the penalty being provided in Chapter 12.84 of the El Paso City Code.

[22-345](#)

District 4

Streets and Maintenance, Hannah Allen, (915) 212-0118

REGULAR AGENDA - OTHER BUSINESS:

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

- 25.** Discussion and action on an amendment to the resolution establishing the City of El Paso Ad Hoc Charter Advisory Committee in response to Council action on March 29, 2022, directing the City Manager to admit one representative of the American Federation of State County and Municipal Employees Local 59 as an ex-officio member.

[22-426](#)

All Districts

Communication and Public Affairs, Laura Cruz-Acosta, (915) 212-1071

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

26. Discussion and action on the FY 23 Community Project Funding requests to be submitted for consideration through the House Appropriations Committee process.

[22-401](#)

All Districts

Economic and International Development, Lindsey Adams, (915) 212-1622

Economic and International Development, Elizabeth Triggs, (915) 212-1679

27. Presentation, discussion and action related to a Resolution authorizing the City Manager or his designee to approve a one-time payment to non-uniform new hires as part of the recruitment incentive pilot, and a compensation increase for non-uniformed full-time, part-time, temporary employees that increases the City's minimum wage to \$11.11 per hour.

[22-430](#)

All Districts

City Manager's Office, K. Nicole Cote, (915) 212-1092

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

28. Discussion and action on a Resolution that the City Manager be authorized to sign a two year On-Call Agreement for Professional Services for Project Management Services on a task by task basis by and between the City of El Paso and each of the following four (4) consultants:

[22-398](#)

1. Abacus PM, Inc.
2. Broaddus & Associates, Inc.
3. DE Corp.
4. ECM International, Inc.

Each On Call Agreement will be for an amount not to exceed One Million and No/00 Dollars (\$1,000,000.00). In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

All Districts

Capital Improvement Department, Sam Rodriguez, (915) 212-1845

EXECUTIVE SESSION

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

Representatives Alexsandra Annello and Cassandra Hernandez

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

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 48 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/>



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-429, 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 Minutes of the Regular City Council Meeting of March 29, 2022, the Agenda Review Meeting of March 28, 2022, and the Work Session of March 28, 2022.

OSCAR LEESER
MAYOR

TOMMY GONZALEZ
CITY MANAGER



CITY COUNCIL
PETER SVARZBEIN, DISTRICT 1
ALEXSANDRA ANNELLO, DISTRICT 2
CASSANDRA HERNANDEZ, DISTRICT 3
JOE MOLINAR, DISTRICT 4
ISABEL SALCIDO, DISTRICT 5
CLAUDIA L. RODRIGUEZ, DISTRICT 6
HENRY RIVERA, DISTRICT 7
CISSY LIZARRAGA, DISTRICT 8

**AGENDA REVIEW MINUTES
COUNCIL CHAMBERS AND VIRTUALLY
CITY HALL, 300 N. CAMPBELL
March 28, 2022
9:00 A.M.**

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The City Council met at the above place and date. Meeting was called to order at 9:02 a.m. Mayor Leeser present and presiding. The following Council Members answered roll call: Peter Svarzbein, Alexsandra Annello, Joe Molinar, Isabel Salcido, Claudia Rodriguez, Henry Rivera, and Cissy Lizarraga. Cassandra Hernandez requested to be excused.

The agenda items for the March 28, 2022 Regular City Council Meeting were reviewed.

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4. CONSENT AGENDA – RESOLUTIONS

A Resolution authorizing the City Manager or designee to submit grant application 3007107 for the City of El Paso Police Department project identified as "El Paso 2021 OPSG" through the Office of the Governor of the State of Texas, Homeland Security Grant Division, including all related paperwork, including but not limited to , authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, and/or terminate the grant which will provide financial assistance to the City of El Paso. In the event of loss or misuse of grant funds, the City of El Paso assures that it will return the funds to the Office of the Governor in full. Requesting \$1,371,163.35, no cash match required. Grant period will be from March 01, 2022 - February 28, 2023.

Representative Annello commented.

Assistant Police Chief Humberto Talamantes commented.

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36. REGULAR AGENDA – OTHER BUSINESS

Discussion action that the City Council approves a change order in the amount of \$3,310,893.80 to ZTEX Construction, Inc. for Contract Number 2019-882 Street Resurfacing 2019. This secures 2019 prices.

Representative Annello commented.

Mr. Harold Kutz, Streets and Maintenance Assistant Director, commented.

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37. REGULAR AGENDA – OTHER BUSINESS

Discussion and action that the City consents to the assignment of the rights, duties and obligations under the contract 2006-015 to Assignee, who agrees to perform all duties under the contract as the Friedman contract is transferred to Waste Connections of El Paso, LB d/b/a BARCO. The termination clause will be amended such that the contractor shall have the option to require the City to reimburse it for any fees due and its unrecoverable investments in plant and facilities including its investment in real estate in the amount of \$160,000 (Termination/Transfer fee) 1) if the City exercises its right to terminate for convenience 2) if the Contractor suffers a material financial

hardship from the contract as a result of significant changes in the scope or nature of the project or
3) if the Contractor terminates the Contract because of default by the City. [POSTPONED FROM
03-15-2022]

Representatives Molinar and Rodriguez commented.

Ms. Ellen Smyth, Managing Director for Environmental Services and Sun Metro, commented.

.....
Motion made by Representative Rodriguez, seconded by Representative Molinar, and unanimously
carried to **ADJOURN** this meeting at 9:26 a.m.

AYES: Representatives Svarzbein, Annello, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

ABSENT: Representatives Hernandez

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-431, 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



Legislation Text

File #: 22-396, 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

Airport, Sam Rodriguez, (915) 212-7301

AGENDA LANGUAGE:

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

A Resolution to authorize the City Manager to sign a Concession License Agreement between the City of El Paso ("City") and 24 Hour Flower, Inc ("Concessionaire") to allow Concessionaire to operate automated retail machines at the El Paso International Airport, with Concessionaire's payment to the City being the greater of an amount based on the square footage of the concession site or a percentage of the revenues derived from the automated retail machines, for a one-year term, with an option to renew the Agreement for four additional one-year terms.

Term for this agreement shall be for one (1) year with the option to extend for four additional one-year terms. Total value of the concession site is \$1,362.50 annually at a rate of \$54.50 per square foot. Agreement includes a percentage rent calculated at 12% of gross revenue derived from the automated retail machines.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: Aviation

AGENDA DATE: April 12, 2022

CONTACT PERSON NAME AND PHONE NUMBER: Sam Rodriguez, PE, (915) 212-7301

DISTRICT(S) AFFECTED: 2

CITY STRATEGIC GOAL 1: Create an Environment Conducive to Strong, Sustainable Economic Development.

SUBJECT:

Resolution to authorize the City Manager to sign a Concession License Agreement between the City of El Paso ("City") and 24 Hour Flower, Inc ("Concessionaire") to allow Concessionaire to operate automated retail machines at the El Paso International Airport, with Concessionaire's payment to the City being the greater of an amount based on the square footage of the concession site or a percentage of the revenues derived from the automated retail machines, for a one-year term, with an option to renew the Agreement for four additional one-year terms.

Term for this agreement shall be for one (1) year with the option to extend for four additional one-year terms. Total value of the concession site is \$1,362.50 annually at a rate of \$54.50 per square foot. Agreement includes a percentage rent calculated at 12% of gross revenue derived from the automated retail machine.

BACKGROUND / DISCUSSION:

The Department of Aviation is requesting approval of this item to allow 24 Hour Flower, Inc. to provide automated retail services at the El Paso International. 24 Hour Flower, Inc concessions will include a flower machine dispensing fresh flower bouquets located in the main lobby Meet & Greet area.

PRIOR COUNCIL ACTION:

N/A


AMOUNT AND SOURCE OF FUNDING:

N/A: This is an in-kind item

BOARD / COMMISSION ACTION:

N/A

DEPARTMENT HEAD:


Sam Rodriguez, PE, Director of Aviation

RESOLUTION

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

That the City Manager is authorized to sign a Concession License Agreement between the City of El Paso ("City") and 24 Hour Flower, Inc. ("Concessionaire") to allow Concessionaire to operate automated retail machines at the El Paso International Airport, with Concessionaire's payment to the City being the greater of an amount based on the square footage of the concession site or a percentage of the revenues derived from the automated retail machines, for a one year term, with an option to renew the Agreement for four additional one-year terms.

APPROVED this ____ day of _____, 2022.


CITY OF EL PASO

Oscar Leoser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta A. Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E.
Director of Aviation

STATE OF TEXAS) EL PASO INTERNATIONAL AIRPORT
) CONCESSION LICENSE AGREEMENT
COUNTY OF EL PASO) (AUTOMATED RETAIL)

This Concession License Agreement (“**Agreement**”) is made this 1st day of April, 2022 (“**Effective Date**”) between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas (“**City**”) and 24 Hour Flower, Inc. (“**Concessionaire**”). For the convenience of the parties, all defined terms appear in **bold print** when first defined.

WHEREAS, the City owns and operates the El Paso International Airport located in El Paso County, Texas (“**Airport**”); and

WHEREAS, Chapter 22 of the Texas Transportation Code authorizes municipal airports, as governmental entities, to assess charges, rentals or fees for the privilege of supplying goods, commodities, things, services or facilities at municipal airports; and

WHEREAS, Concessionaire is qualified to provide automated retail services at the Airport; and

WHEREAS, the City deems it advantageous to the City and the Airport to grant a Concession License to Concessionaire, subject to the covenants, promises, and terms contained herein:

NOW, THEREFORE, the parties agree as follows:

For, and in consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties agree as follows:

ARTICLE I – PURPOSE OF LICENSE AGREEMENT

1.01 Purpose

The City grants to Concessionaire license and permission to occupy and use the areas described in this Agreement for the following purpose only: to provide automated retail services through placement of Concessionaire's automated retail machine ("ARM") in the permitted areas.

ARTICLE II – DESCRIPTION OF AR MACHINE AND LOCATION

2.01. Description of ARM

Concessionaire's ARM sells and dispenses the following type of products or services: fresh flowers from the following branded retailer: El Paso Floral Distributors. For purposes of this Agreement, Concessionaire shall only sell products listed on the Products List attached as Exhibit "A".

2.02 Location and Size of Concession Site

A. ARM shall be located in the following area of the Airport (“**Concession Site**”), which shall be of the following size:

1. Meet and greet area, consisting of 25 square feet.

B. The location(s) of the Concession Site is shown on the Airport terminal map, attached hereto as Exhibit “B” (“**Concession Site(s)**”).

ARTICLE III - PRIVILEGES, USES AND RIGHTS

3.01 Description of Privileges, Uses And Rights

The City grants to Concessionaire the following privileges, uses, and rights, all of which shall be subject to the terms, conditions, and covenants set forth in this Agreement:

- A. The non-exclusive right, license and privilege to locate, maintain and operate its ARM in the Airport terminal building for the purpose of providing products for purchase by the public on behalf of a branded retailer, as described in Paragraph 2.01, above. Selling products not specified in this Agreement is a material breach of the Agreement. If Concessionaire offers products not in the scope of this Agreement, the Director of Aviation (“**Director**”), or designee, will notify Concessionaire in writing, and Concessionaire will have 24 hours to remedy the breach. Failure to remedy will result in the City’s right to terminate this Agreement.
- B. The right, license, and privilege granted pursuant to Paragraph 3.01 (A), above, shall be subject to all applicable laws, ordinances, rules and regulations.
- C. The right of ingress to, and egress from, the Concession Site by Concessionaire, its officers, employees, agents, patrons, and invitees. Said rights shall be subject to such ordinances, rules and regulations relating to the use and operations at the Airport and subject further at all times, to the Director’s approval and control.
- D. Concessionaire’s employees working at the Airport Terminal will be provided vehicular parking facilities, if available, in common with other employees. Such facilities shall be located in an area designated by the Director. The Director reserves the right to assess a reasonable charge to Concessionaire or its employees for such parking facilities.

ARTICLE IV - CONDITIONS AND TERMS

4.01 Conditions and Terms.

This Agreement is entered into subject to the following conditions and terms:

- A. Concessionaire shall not alter Concession Site in any manner without the Director's prior written approval.
- B. Concessionaire's activities shall be limited to the operation and maintenance of the permitted ARM.
- C. Prior to placement of ARM at the Airport, Concessionaire shall coordinate with the Director, or designee, to ensure placement at the correct Concession Site.
- D. The Director, from time to time, may require Concessionaire to relocate its ARM to another location in or around the Airport terminal building. The Director will determine the location of any temporary Concession Site and provide Concessionaire written notice of any requirement that Concessionaire relocate its ARM. Such written notice from the Director shall include a reasonable deadline by which Concessionaire must complete the relocation. Concessionaire shall be responsible for relocating its ARM by the specified deadline. Should Concessionaire fail to relocate its ARM by the specified deadline, the Airport or a third party contracted by the Airport, may relocate the ARM and the Airport shall bill Concessionaire for the cost of relocating Concessionaire's ARM. The Airport shall not be responsible for any damage to the Concessionaire's ARM or Concessionaire's products that may result from the Airport relocating Concessionaire's ARM pursuant to this Paragraph 4.01 (D).
- E. Concessionaire's right to use public Airport facilities in common with other authorized parties 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 City now in force or hereafter prescribed or promulgated by Charter authority or by law.
- F. Concessionaire shall provide a high-quality ARM that has up-to-date technology; is of recent, modern design; and is clean, fully operational, efficient, and user-friendly.
- G. Concessionaire will utilize only the roadways, pathways, routes, or forms of travel City may designate, from time to time, for Concessionaire's operation and movement on or about the Airport.
- H. Other than the ARM, Concessionaire may install or place improvements, decorations, fixtures, equipment, or supplies on the Concession Site only with Director's written approval. Any installation or placement of improvements, decorations, fixtures, equipment, or supplies on the Concession Site without Director's written approval shall be considered a material breach of this Agreement, and City may terminate this agreement in accordance with the provisions set forth in Article X. Any installation or placement of

improvements, decorations, fixtures, equipment, or supplies on the Concession Site shall be removed by Concessionaire within five (5) calendars of the termination of this Agreement. Should Concessionaire fail to remove any improvements, decorations, fixtures, equipment, or supplies on the Concession Site within five (5) calendar days of the termination of this Agreement, the Airport or a third party contracted by the Airport, may remove such items and the Airport shall bill Concessionaire for the cost of removal. The Airport shall not be responsible for any damage to the Concessionaire's property that may result from the Airport removing items pursuant to this Paragraph 4.01 (H).

- I. The Director must approve, in writing, any temporary signs or advertising on the Concession Site prior to placement by Concessionaire. Any placement of temporary signs or advertising on the Concession Site made without the Director's approval shall be considered a material breach of this Agreement, and City may terminate this agreement in accordance with the provisions set forth in Article X. Any temporary signs or advertising on the Concession Site shall be removed by Concessionaire within five (5) calendars of the termination of this Agreement. Should Concessionaire fail to remove temporary signs or advertising on the Concession Site within five (5) calendar days of the termination of this Agreement, the Airport or a third party contracted by the Airport, may remove such items and the Airport shall bill Concessionaire for the cost of removal. The Airport shall not be responsible for any damage to the Concessionaire's property that may result from the Airport removing items pursuant to this Paragraph 4.01 (I).

ARTICLE V – CITY AND CONCESSIONAIRE OBLIGATIONS AND WARRANTIES

5.01 CITY'S OBLIGATIONS.

- A. The City shall provide:
 - (1) Customer access to the Concession Site, subject to any necessary, temporary interruptions that may occur from time to time.
 - (2) Existing lighting, air conditioning, and electrical service at the Concession Site.
- B. The City warrants:
 - (1) Concession Site complies with the requirements of all applicable governmental authorities in effect as of the Effective Date. During the Term, City shall take appropriate and timely action to maintain the terminal 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 Concessionaire; provided, however, that if any requirement is imposed solely as a result of the specific and unique use of the Concession Site by Concessionaire, then Concessionaire shall bear the cost of compliance.

- (2) All systems and equipment that are the responsibility of City are in good operating condition as of the Effective Date. If any of the existing systems or equipment that are the City's responsibility should fail during the Term, the City shall rectify such failure at its sole cost and expense, except for any failures caused by Concessionaire.

5.02 CONCESSIONAIRE'S OBLIGATIONS

A. Concessionaire shall provide:

- (1) Installation, operation, and regular maintenance of the ARM.
- (2) All equipment necessary to properly conduct Concessionaire's business.
- (3) A sufficient amount of merchandise stocked in the ARM to ensure that merchandise is available for customers. Fees or charges to customers must be reasonable, and not unjustly discriminatory, provided that Concessionaire is allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- (4) Installation of additional outlets or circuits or telecommunications equipment if necessary for proper functioning of the ARM, with the prior written approval of the Director, or designee.

B. Concessionaire warrants:

- (1) Concessionaire understands the restrictions imposed on City 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. Concessionaire recognizes that all persons in or on the Concession Site must comply with federal safety and security requirements and agrees that all employees shall, as a condition of being on the Concession Site, be badged by the Airport and that all other persons shall be escorted in accordance with Airport requirements. Concessionaire shall also require that all personnel of any subcontractor shall also be similarly badged and/or escorted.
- (2) Concessionaire understands that all of its agents, employees, or independent contractors must be authorized by City to enter restricted areas as defined in Title 14 of the El Paso City Code as amended. Concessionaire understands that no person authorized to enter a restricted area by virtue of this Agreement may permit any other 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 as required.

ARTICLE VI - SERVICES TO BE PERFORMED BY CONCESSIONAIRE

6.01 HOURS OF OPERATION.

The ARM will be available, operable and continuously open for business to the public seven (7) days a week, 24 hours per day.

6.02 TYPE OF OPERATION.

- A. Concessionaire shall ensure that service is available on a fair, reasonable and non-discriminatory basis to the public. Service shall be prompt, courteous and efficient and shall be adequate to meet the demands for service at the Airport.
- B. Concessionaire shall maintain and operate the ARM in a clean, functional, user-friendly, and up-to-date manner and shall keep the Concession Site in a safe, clean, and orderly condition at all times, satisfactory to the City.
- C. Concessionaire shall maintain any necessary licenses or permits at its sole expense.
- D. Concessionaire shall place a phone number on the ARM for customers to call for assistance should the ARM malfunction.
- E. Concessionaire shall obtain any necessary Airport badges for its employees if such badges are required to access secured areas in the Airport for purposes of installing, maintaining or stocking ARM.

6.03 COMPLIANCE WITH LAWS.

- A. Concessionaire agrees that all activities related to the Concession Site and the ARM shall be, at Concessionaire's sole expense, conducted 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 City or Concessionaire. By way of example and not in limitation of the foregoing, the execution of this Agreement shall not preclude the requirement that Concessionaire obtain all other approvals necessary for development of Concessionaire's project such as, but not limited to, all permits, franchises, licenses, certificates and other authorizations required by law and shall pay all special fees or charges legally levied or assessed.
- B. Concessionaire agrees to comply with the Americans with Disabilities Act; make or cause to be made all such alterations to the Concession Site, 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 Concession Site.

- C. Concessionaire shall, at Concessionaire's expense, comply with all present and hereinafter enacted Environmental Laws, and any amendments thereto, affecting Concessionaire's use, operation, or occupation of the Concession Site including any improvements thereon.

6.04 SOLICITATION AND CONDUCT.

- A. Concessionaire shall prohibit its agents, attendants, and employees from engaging in the solicitation of its services on or about the Airport in a loud, boisterous, offensive or objectionable manner. In the event of questionable conduct in such solicitation, the Director, or designee, shall be sole judge in determining if said conduct is a violation of this paragraph. Upon receipt of notice from the Director, or designee, the Concessionaire shall immediately take all steps necessary to eliminate the undesirable condition.
- B. Concessionaire, its agents, attendants, and employees shall strive to maintain cooperative relationships with other companies engaged in business at the Airport. Concessionaire shall not engage in open public disputes, disagreements or conflicts that would tend to deteriorate the quality of the ARM service or that would be incompatible with the best interest of the public at the Airport. The Director, or designee, shall have the right, but not the requirement, to resolve all such disputes, disagreements or conflicts; and the Director's (or designee's) determination shall be binding upon Concessionaire.

6.05 TRASH, GARBAGE, REFUSE.

Concessionaire 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. Any cardboard boxes must be removed from the Airport or may be disposed of in the Airport's recycling bin should Airport provide access.

6.06 COST OF CONCESSION.

Concessionaire shall bear, at its sole expense, all costs of operating the ARM at the Concession Site and shall pay, in addition to the rent, all other costs connected with the use of the Concession Site and facilities, including, but not limited to, maintenance, insurance, any and all taxes, and all permits and licenses required by law. Concessionaire shall have the right, however, at the Concessionaire's sole cost and expense, to contest the legality of any tax, levy or assessment but shall not allow disputed amounts to remain unpaid during such contest. Failure to pay any taxes or assessments in a timely manner may result in termination of this Agreement.

6.07 MAINTENANCE AND DAMAGE TO CITY PROPERTY.

- A. Concessionaire shall, at its sole cost and expense, maintain the Concession Site and every part thereof in good order and repair and in good and safe condition; repair all damages caused by its employees, patrons, customers or its operation of said service; and maintain and repair all equipment on said Concession Site.
- B. Concessionaire understands and agrees that the Director, or designee, shall be the sole judge of the quality of maintenance of the Concession Site. If an ARM fails to operate or provide adequate service to the customers, upon written notice by the Director or designee to Concessionaire, Concessionaire shall be required to repair the ARM to working order. If said repair is not undertaken by Concessionaire within twenty-four (24) hours after receipt of written notice, the City will have the right to perform the necessary repair through an appropriate contractor, the cost of such repairs and maintenance shall be borne by Concessionaire.
- C. Concessionaire understands and agrees that, if Concessionaire, its agents, employees, or contractors causes any damage to Airport or City property, Concessionaire shall, at its own cost, repair all such damage without delay in a diligent and professional manner to the reasonable satisfaction of the Director or designee.

ARTICLE VII - TERM OF AGREEMENT

7.01 TERM AND OPTION TO RENEW.

- A. The term of this Agreement shall be one (1) year, commencing on the Effective Date, and terminating one year from the Effective Date (“Term”), unless terminated earlier in accordance with this Agreement or renewed pursuant to Paragraph 7.01 (B) below.
- B. Provided Concessionaire is not in default hereunder, Concessionaire has the option to renew the Agreement, for four (4) additional terms of one (1) year each, to commence at the end of the prior term of this Agreement. The renewal shall be upon the same terms and conditions as contained in this Agreement. Concessionaire’s option to renew this Agreement is expressly conditioned upon 1) Concessionaire delivering to the Airport a written notice, provided by certified mail, return receipt requested, at least ninety (90) days prior to the date fixed for termination of the then existing Agreement term; and 2) the Airport providing written acceptance of Concessionaire’s request for renewal of Agreement by the date fixed for the termination of the then existing Agreement term. Under no circumstances is the Airport required to agree to the renewal of the Agreement. Should both parties agree to a renewal of the Agreement for an additional one (1) year term, the MAG for the new term will be adjusted to equal the per square foot terminal rate as charged by the City as approved by City Council for its non-signatory agreements, as amended or revised from time to time. The adjustment to the MAG shall be done administratively, through written notice of Director when agreeing to renewal, and without

the necessity of amending this Agreement.

7.02 NATIONAL EMERGENCY.

In the event the rights and privileges hereunder are suspended by reason of change in airport security regulations, war or other national emergency, the parties will negotiate in good faith a reasonable resolution of this Agreement under the circumstances.

ARTICLE VIII – CONCESSION FEE, MINIMUM ANNUAL GUARANTEE AND PERCENTAGE FEES

8.01 CONCESSION FEE.

Concessionaire agrees to pay either \$54.50 per square foot for the Concession Site per annum (the “**Minimum Annual Guarantee**” or “**MAG**”) or pay the Gross Revenues Percentage (“**Percentage Rent**”), whichever is greater. The amount that Concessionaire is required to pay, is the “**Concession Fee**”).

8.02 MINIMUM ANNUAL GUARANTEE

- A. The parties agree that the Concession Site contains 25 square feet of space. Therefore, the MAG is \$1,362.50 per year (\$54.50 per sq. ft. x 25 sq. ft.).
- B. The MAG shall be paid in equal monthly installments of \$113.54.
- C. Concessionaire shall pay the MAG monthly installment amount of \$113.54 on or before the 1st day of each month, in advance, without invoice. Because the MAG monthly installment amount is due on or before the 1st day of each month, Concessionaire’s initial MAG monthly installment amount is due prior to Concessionaire installing its ARM. Any portion of a month of operation will be pro-rated.
- D. The balance of the Concession Fee, if any, will be due along with the report for the immediately preceding month on the 20th day of each month. Whether there is a balance due, is dependent on the calculation of Percentage Rent for the month.
- E. For the initial month in the Term of this Agreement, Concessionaire shall pay only the MAG monthly installment amount and no report shall be due for the immediately preceding month.

8.03 PERCENTAGE RENT.

- A. Percentage Rent is calculated as follows:
 - Twelve percent (12%) of Gross Revenue derived from the ARM on consumer electronic concepts.

- Nine and one half percent (9.5%) of Gross Revenue derived from the ARM on products other than consumer electronic concepts.
- B. The term “**Gross Revenue**” whenever used herein, shall mean the following:
1. Gross Revenue is the total dollar amount derived or received by Concessionaire as the total price of merchandise and service as a result of its operation under this Agreement whether for cash or credit and whether collected or uncollectable.
 2. Concessionaire has the right to make credit sales, but solely bears the risk.
 3. Gross Revenue excludes retail sales taxes, excise taxes or related direct taxes upon the consumer which are collected by Concessionaire as such and paid to the taxing entity.
- C. On the 20th day of each month, Concessionaire will submit to the City a statement of Gross Revenue derived from its operations at the Airport based on the Concessionaire’s Gross Revenue for the previous month. (See Paragraph “E”, below.) Such statement will be certified by an officer of Concessionaire as being correct and true. The statement will include a calculation of the Percentage Rent due the City. Concessionaire will remit, at the same time, its balance of Concession Fee due to the City. For example, if the Percentage Rent is greater than the monthly MAG amount, Concessionaire shall submit the difference between the Percentage Rent and the MAG, so that City receives, in total, the Percentage Rent amount for the month. If the Percentage Rent is less than the monthly MAG amount, Concessionaire is not obligated to pay any amount in addition to the MAG amount for that month.
- D. The statements submitted must be submitted on forms which are approved by the City’s designated representative. Any late payments of rent shall bear interest at the highest rate allowed by law.
- E. In regards to the statement of Gross Revenue required pursuant to Paragraph “C”, above, Concessionaire shall submit to the City a report showing all transactions resulting from the operation of the ARM, the amount of the Concession Fee, the amount owed to the City (the greater of the Rental Fee or one-twelfth of the Concessionaire’s Minimum Annual Guarantee), and the amount Concession Fee remitted, from the operation of the ARM for the preceding calendar month. These reports shall be submitted on a form that is acceptable to the Director. The monthly report be submitted electronically, in Excel format or PDF format, to the following email address: ELPreports@elpasotexas.gov. Failure to comply with the reporting requirements as stated above will constitute an Event of Default under this Agreement by the Concessionaire.

8.04 ADMINISTRATIVE ADJUSTMENTS.

- A. If the Concession Site is expanded to include additional locations, the Minimum Annual Guarantee will be adjusted to include the additional square footage. The inclusion of

additional locations and square footage to the Concession Site shall be done administratively, without the necessity of amending this Agreement, through written approval of the Director, wherein the adjusted square footage and Minimum Annual Guarantee shall be specified.

- B. The Director has the authority to administratively amend the type of products that Concessionaire is permitted to sell and dispense pursuant to Article II, above.

8.05 RECORDS OF CONCESSIONAIRE.

- A. For purposes of this Section 8.05, the term “**Contract Year**” means the twelve (12) month period during the term of the contract commencing on the Effective Date.
- B. With respect to business done by Concessionaire pursuant to this Agreement, Concessionaire shall keep true and accurate amounts, records, books, and data which shall show all sales made, and services performed for cash, credit, or otherwise, without regard to whether paid or not, and all transactions of Concessionaire.
- C. Concessionaire agrees to operate its business at the Airport in such a manner that a receipt, if applicable, shall be issued with each transaction, and to deliver these documents to the Airport within twenty (20) days and at no cost to the City after a request for the documents has been made by the Director. Concessionaire agrees to keep books and records, in accordance with generally accepted accounting practices, and such other records as the City may request. The receipts, if applicable, and all other books and records of Concessionaire, in paper form or in electronic form, as referenced in this Agreement, shall be available for inspection or audit by authorized City representatives at all reasonable times during business hours for a minimum of one (1) year after each Contract Year and a minimum of one (1) year after any holdover period, if any. If an audit is required, appropriate records will be maintained legally for a period of sixty (60) days after completion of the audit.
- D. Within ninety (90) days following the last day of each Contract Year of each Term of the Agreement, a statement showing Gross Revenues for the preceding Contract Year shall be submitted and certified from the Concessionaire’s records by an officer of the corporation (“Annual Statement”). The Annual Statement shall be signed and notarized by an officer of the corporation as an accurate report of the Concessionaire’s Gross Revenues for the preceding Contract Year. The Annual Statement is to be accompanied by the Concessionaire's payment covering any deficiency between payment made during the preceding Contract Year and the payment due for the Contract Year as identified in the Annual Statement certified by the certified public accountant. If the Annual Statement indicates that the amounts due to the City is less than the payments made for the preceding year, then the City will reimburse to the Concessionaire the excess amount without interest.
- E. If, after the submission of the Concessionaire’s Annual Statement, the City has reasonable questions about the accuracy of the Annual Statement, the City shall have the right, at its

sole option, to require Concessionaire to submit at Concessionaire's sole cost, a certified statement of Gross Revenues prepared by an independent certified public accountant acceptable to the City. "Independent" shall mean a certified public accountant who is not affiliated in fact or appearance in any manner with the Concessionaire, its parent company or any subsidiaries. Any failure of the City to request a certified statement of Gross Revenues by an independent certified public accountant in any Contract Year shall not operate to bar or destroy the right of the City to request such a certified statement in any subsequent Contract Year. The submission of such certified statement of Gross Revenues by the Concessionaire shall not be construed to limit the City's right to request audits as set forth in this Agreement. The Concessionaire, at its own expense, shall supply all records in a type, style and form satisfactory to the Director of Aviation. The Concessionaire shall maintain monthly statements of Gross Revenues for a minimum of one (1) year at a place of business accessible to the City in El Paso, Texas. The Concessionaire shall maintain annual statements of Gross Revenues, as required hereunder, at its principal place of business, for a minimum of five (5) years, and shall forward same to the City during that time, if requested by the City. The Concessionaire shall maintain monthly statements, as required hereunder, for a minimum of one (1) year at a place of business accessible to the City. The Concessionaire shall also maintain annual statements, as required hereunder, for a minimum of five (5) years at a place of business accessible to the City.

8.06 AUDIT.

- A. For the purpose of determining accuracy of reporting Gross Revenues, the City may make a spot test audit and base its findings for the entire period upon such spot test; provided however, that such a spot test shall include at least twenty-five percent (25%) of the total time of the period being audited.
- B. Concessionaire further grants to the City or its designee the right, upon ten (10) days' written notice to Concessionaire, to examine, audit, or inspect books, records, and accounts of Concessionaire pertinent to the purpose of verifying the accuracy of the reports and statements furnished to the City, and for checking the amount of rental or other payments lawfully due the City under the terms of this Agreement. Upon receipt of the written notice, Concessionaire shall bring to a place in El Paso which has been selected by the City all books and records, together with all appropriate backup documentation, necessary for the City to effectively monitor the appropriateness of all rental and other fees paid or to-be-paid by Concessionaire under this Agreement. If, following any such audit, any element of rental or fees changes by more than five percent (5%), all costs of such audit, including counsel, accounting or expert fees, shall be paid by Concessionaire to the City within thirty (30) days of the City submitting a bill to Concessionaire. Otherwise, the cost of the audit will be borne by the City.
- C. Failure of the City to exercise its right to audit Concessionaire, as set forth herein, shall in no way be construed as a waiver of any right to payment by the City of any rental or fees

due the City under the terms of this Agreement, and the City hereby expressly reserves its rights under common or statutory law, or otherwise, to enforce all terms of this Agreement, including any right to payment hereunder.

8.07 INTEREST.

Without waiving any other right of action available to the City, any installment of rent, fees, or other monies accruing under the provisions of this Agreement that are not paid by the due date, shall bear interest at the maximum rate allowed by law from the date when same was due by the terms hereof, until the same has been paid by Concessionaire.

8.08 PLACE OF PAYMENT.

All rent payments required herein shall be paid to the City at the following address:

Accounting Division
El Paso International Airport
P.O. Box 971278
El Paso, Texas 79997-1278

Payment via electronic funds transfer is encouraged provided that it is made through a system approved by the Director.

8.09 DEFAULT FOR FAILURE TO PAY RENT, FEES OR CHARGES.

Concessionaire's failure to pay any part of the rental, fees, or charges agreed upon hereunder within thirty (30) days after the due date set forth herein shall be considered an event of default. If Concessionaire is in default for failure to pay amounts due in a timely manner, the City shall have the right to proceed with a contractual lien pursuant to Paragraph 8.10, below, without further notice to Concessionaire or opportunity to cure.

8.10 CONTRACTUAL LIEN.

- A. It is expressly agreed that in the event of default for failure to pay rent or any other sum due from Concessionaire to City under the terms of this Agreement, City shall have the right to resume possession of the Concession Site and to remove Concessionaire's ARM, without being guilty of any manner of trespass or conversion and without prejudice to any other remedies, which might be used by the City.
- B. It is expressly agreed that in the event of default in the payment of rent or any other sum due from Concessionaire to City under the terms of this Agreement, City shall have a lien upon all goods, chattels, personal property or equipment, save and except delivery vehicles or rolling stock belonging to Concessionaire which are placed in, or become a part of, the Concession Site, as security for rent due and to become due for the remainder of the

Agreement term, which lien shall not be in lieu of or in any way affect the statutory landlord's lien given by law, but shall be in addition to that lien, and Concessionaire grants to City a security interest in all of Concessionaire's personal property placed in or on the Concession Site for purposes of this contractual lien. Provided, however, that the terms of this provision shall have effect only to the extent they are not inconsistent with the rules and regulations of the Interstate Commerce Commission or its successor agency, and any other laws pertaining thereto and the Railroad Commission of the State of Texas. City agrees that it will not levy a landlord's lien against any delivery vehicle or rolling stock or any of the goods or personal property of third parties in the possession of Concessionaire, or any assignee of the Concessionaire. In the event City exercises the option to terminate the leasehold as provided herein, the City, after providing reasonable notice to Concessionaire of its intent to take possession and giving an opportunity to cure the default, may take possession of all of Concessionaire's property on the Premises and sell it at public or private sale after giving Concessionaire reasonable notice of time and place of any public sale or of the time after that any private sale is to be made, for cash or credit, for such prices and terms as City deems best. The proceeds of the sale shall be applied first to the necessary proper expense of removing, storing and selling such property, then to the payment of any rent due or to become due under this Agreement, with the balance, if any, to be paid to Concessionaire.

ARTICLE IX - INSURANCE AND INDEMNIFICATION

9.01 LIABILITY INSURANCE.

- A. Concessionaire, and any contractor or subcontractor that performs any service on behalf of Concessionaire under the terms of this Agreement, shall obtain, provide proof of, and maintain for the Term of this Agreement, the following:
1. Commercial General Liability Insurance for the benefit of City and Concessionaire, as their respective interests may appear, including all the usual coverage known as: (a) Premises/operations liability, (b) Products/completed operations, and (c) Personal/advertising injury for minimum limits of Two Million Dollars (\$2,000,000.00) for bodily injury to one person for each occurrence, and One Million Dollars for property damage arising out of each occurrence, 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.
 2. Commercial Automobile Liability with Minimum Limits of \$1,000,000 Bodily Injury/\$500,000 Property Damage Liability per occurrence.
 3. Statutory Workers' Compensation Insurance and Employers Liability Insurance with Minimum Limits of \$1,000,000 per occurrence.

- B. City, its officials, employees, agents and contractors shall be named as an Additional Insured on all insurance policies, either in the policy itself and shall be reflected on the certificate of insurance or through an endorsement attached to the policy and the policies must contain a "blanket waiver of subrogation" clause in favor of the City.
- C. Concessionaire and their subcontractors' insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the City, its officials, employees, agents and contractors shall be in excess of the Concessionaire's or Concessionaire's subcontractors' insurance and shall not contribute to the Concessionaire's or Concessionaire's subcontractor's insurance.
- D. All policies shall provide either in the policy itself and have 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 fifteen (15) calendar days prior written notice to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums. 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 approved by City.
- E. Prior to undertaking any work under this Agreement, the Concessionaire, at no expense to the City, shall furnish to the City a certificate of insurance with original endorsements affecting coverage for each of the insurance policies provided in this Agreement. Any deductibles or self-insured retentions shall be declared to, and approved by the City.

9.02 INDEMNIFICATION.

WITHOUT LIMITING THE GENERALITY OF ANY OTHER INDEMNITY CONTAINED IN THIS AGREEMENT, CONCESSIONAIRE AGREES TO INDEMNIFY AND HOLD CITY 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 CONCESSIONAIRE'S ACTIVITIES ON THE CONCESSION SITE, ITS USE OF THE CONCESSION SITE, OR FROM ANY BREACH ON THE PART OF CONCESSIONAIRE OF ANY TERMS OF THIS AGREEMENT, OR FROM ANY ACT OR NEGLIGENCE OF CONCESSIONAIRE, 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 CITY. IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST CITY BY REASON OF ANY SUCH CLAIM, CONCESSIONAIRE, UPON RECEIPT OF WRITTEN NOTICE FROM CITY, AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO CITY. THE OBLIGATIONS OF CONCESSIONAIRE UNDER THIS SECTION

SHALL SURVIVE THE EXPIRATION OR SOONER TERMINATION OF THE AGREEMENT.

**ARTICLE X - TERMINATION OF AGREEMENT, CANCELLATION,
ASSIGNMENT AND TRANSFER**

10.01 TERMINATION.

- A. This Agreement shall terminate at the expiration of the Term, or sooner as provided in this Agreement, and Concessionaire shall thereafter have no further interest or right in the Concession Site.

10.02 CANCELLATION BY CITY.

- A. This Agreement shall be subject to cancellation by the City in the event Concessionaire:
1. Is in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of thirty (30) days from the date said payments are due.
 2. Files a petition in bankruptcy or insolvency.
 3. Makes an assignment of any interest in this Agreement for the benefit of creditors.
 4. Is adjudged as bankrupt in involuntary bankruptcy proceedings.
 5. Is made a party to a receivership proceeding in which a receiver or trustee is appointed for the property or affairs of the Concessionaire.
 6. Abandons the Concession Site for ten (10) days.
 7. Fails to perform or keep any term, covenant, or condition required of Concessionaire pursuant to this Agreement (except rental payments); and such failure continues for a period of twenty (20) calendar days after receipt of written notice from the City of said failure.
 8. Violates any applicable laws, statutes or ordinances.
- B. In any of the aforesaid events, the City may immediately cancel this Agreement and take immediate possession of the Concession Site and remove Concessionaire's effects forcibly, if necessary, without being deemed guilty of trespassing and Concessionaire shall cease all operation at the Airport immediately.
- C. The City's failure to declare this Agreement terminated pursuant to this Paragraph 10.02 shall not operate to bar or destroy the right of City to cancel this Agreement for any subsequent violation of the terms of this Agreement.

10.03 ASSIGNMENT AND TRANSFER.

Concessionaire shall not transfer, or sublease its rights granted hereunder without the prior written approval of the City. No sub-concession agreements shall be permitted.

ARTICLE XI - REDELIVERY

11.01 REDELIVERY

Concessionaire shall make no unlawful or offensive use of the Concession Site and will at the expiration of the Term or upon any sooner termination, without notice, quit and deliver up said Concession Site to the City peaceably, quietly and in as good order and condition, reasonable use and wear excepted, as the same now are or may hereafter be improved by Concessionaire or the City.

ARTICLE XII - GENERAL PROVISIONS

12.01 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.

12.02 NOTICES.

All notices required to be given under this Agreement shall be given by certified or registered mail, return receipt requested, postage fully prepaid, or by overnight or express carrier with proof of delivery, addressed to the proper party at the following addresses:

CITY:	City Clerk City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890
COPY TO:	El Paso International Airport Attn: Director of Aviation 6701 Convair Road El Paso, Texas 79925-1099
CONCESSIONAIRE:	24 Hour Flower, Inc. 3112 Stony Brook Dr. Ste. A Raleigh, NC 27604-3769

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.

12.03 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.

12.04 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.

12.05 GENERAL CIVIL RIGHTS PROVISION.

Concessionaire 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 Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as the transferor. This provision obligates the Concessionaire for the period during which the property is used or possessed by the Concessionaire 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.

12.06 COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS.

During the performance of this contract, Concessionaire, for itself, its assignees, and successors in interest (for purposes of this Section 12.06 hereinafter referred to as the "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 contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin 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 Subcontracts, 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 the City 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 the sponsor 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, the sponsor 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 the sponsor 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 the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

12.07 AFFIRMATIVE ACTION.

Concessionaire 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. Concessionaire assures that it will require that its covered sub-organizations (subconcessionaires) provide assurances to City, as set forth herein, that they similarly will undertake affirmative action programs, and that they will require assurance from their sub-organizations (subconcessionaires) to the same effect.

12.08 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 (except as Concessionaire is mandated by security requirements imposed by Concessionaire's federal government customers):

1. A. Concessionaire 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 License 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, Concessionaire will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations set out in 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 License, in the event of breach of any of the above nondiscrimination covenants, City will have the right to terminate the License and to enter or re-enter and repossess said premises and the facilities thereon, and hold the same as if said easement had never been made or issued. [FAA Order 1400.11, Appendix C]
2. A. Concessionaire 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 Concessionaire will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations.

B. With respect to the License, in the event of breach of any of the above nondiscrimination covenants, City 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 easement had never been made or issued. [FAA Order 1400.11, Appendix D]

3. A. During the Term of this License, Concessionaire for itself, its successors in interest, and assigns, 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 U.S.C. § 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 U.S.C. § 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 U.S.C. § 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 U.S.C. § 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 U.S.C. §§ 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 U.S.C. § 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 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;
- 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 U.S.C. 1681 et seq).

B. In the event of breach of any of the covenants in this section 3, City 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]

12.09 CUMULATIVE RIGHTS AND REMEDIES.

All rights and remedies of City here enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by City of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

12.10 INTERPRETATION.

A. City and Concessionaire agree that this License has been freely negotiated by both parties and that in any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this License or any of its terms or conclusion there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this License or any portion thereof.

B. Words of gender used in this Agreement shall be held and construed to include any other gender.

C. Words in the singular shall be held to include the plural and vice versa unless the context otherwise requires.

12.11 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.

12.12 PARAGRAPH HEADINGS.

The captions of the various articles and sections of this Agreement are for convenience and 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.

12.13 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.

12.14 SUCCESSORS AND ASSIGNS.

All of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon City and Concessionaire and their successors, assigns, legal representatives, heirs, executors and administrators.

12.15 TAXES AND OTHER CHARGES.

Concessionaire shall pay any and all taxes and governmental charges of any kind whatsoever that may be lawfully assessed against Concessionaire or City, with respect to the Concession Site, any improvements, equipment, personal property or inventory thereon or Concessionaire's use and/or occupancy of the Concession Site, during the term of this Agreement including any extensions or option periods granted thereto. City is a tax-exempt governmental entity and shall not be responsible for any taxes or assessments arising from Concessionaire's use of the property or possession of the Concession Site. Concessionaire in good faith may contest any tax or governmental charge; provided that Concessionaire may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom.

12.16 WAIVER OF WARRANTY OF SUITABILITY.

CITY DISCLAIMS ANY WARRANTY OF SUITABILITY THAT MAY ARISE BY OPERATION OF LAW. EXCEPT AS OTHERWISE PROVIDED IN THIS LICENSE, CONCESSIONAIRE LICENSES THE CONCESSION SITE "AS-IS" AND CITY DOES NOT WARRANT THAT THERE ARE NO LATENT DEFECTS THAT ARE VITAL TO CONCESSIONAIRE'S USE OF THE CONCESSION SITE FOR THEIR INTENDED COMMERCIAL PURPOSE.

12.17 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.

12.18 SUBORDINATION OF AGREEMENT.

All rights granted in this Agreement shall be subordinate to the rights in any deed from the United States to the City of El Paso. This License shall further be subordinate to the provisions of any existing or future agreements between City 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 to substantially destroy the commercial value of the Concession Site, Concessionaire may cancel this Agreement in its entirety.

12.19 FORCE MAJEURE.

Neither party to this Agreement is responsible to the other party for non-performance or delay in performance of the terms and conditions herein due to acts of God, acts of government, wars, riots, strikes, accidents in transportation, fuel or materials shortages, or other causes beyond the control of the parties.

12.20 AUTHORIZATION TO ENTER AGREEMENT.

If Concessionaire signs this Agreement as a corporation, Concessionaire warrants to City that Concessionaire is a duly authorized and existing corporation, that Concessionaire is qualified to do business in the State of Texas, that Concessionaire has full right and authority to enter into this Agreement, and that each and every person signing on behalf of Concessionaire is authorized to do so. Upon City's request, Concessionaire will provide evidence satisfactory to City confirming these representations.

(Signatures begin on the following page)

CITY'S SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hands as of this ____ day
of _____, 2022.

CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:



Roberta A. Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E.
Director of Aviation

(Signatures continue on the following page)

CONCESSIONAIRE'S SIGNATURE AND ACKNOWLEDGMENT

24 HOUR FLOWER, INC.

Signature: *Loren Watkins*
 Printed Name: Loren Watkins
 Title: President

ACKNOWLEDGMENT

THE STATE OF NC)
)
 COUNTY OF Wake)

This instrument was acknowledged before me on this 14 day of March, 2022
 by Loren Kenneth Watkins, as President
 of 24 Hour Flower, Inc. (Concessionaire).

Yadira B. Calderon Lacruz
 Notary Public, State of North Carolina

My Commission Expires:

8/2/2026

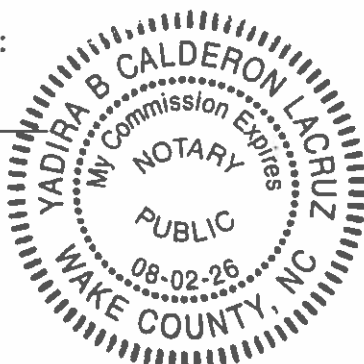


EXHIBIT A
PERMITTED PRODUCTS LIST

NOW YOU CAN MAKE SALES AROUND THE CLOCK

24-HOUR FLOWER



MODEL C-4A

The self-service C-4A Flower Center is a refrigerated cooler with four revolving flower carousels displaying up to 32 arrangements.

Height: 80"

Width: 73"

Depth: 32"

Optional Lighted Canopy
available in various colors



MODEL C-2

The self-service C-2 Flower Center is a refrigerated cooler with two revolving flower carousels displaying up to 16 arrangements.

Height: 80"

Width: 46"

Depth: 32"

(See reverse side for details)

LEASING AVAILABLE

Find out how to Increase Your Flower Sales Today!

CORPORATE HEADQUARTERS

P.O. Box 40997, Raleigh, North Carolina 27629-0997 • (919) 876-8118 • Toll Free (800) 628-6404



Price List for El Paso International Airport

24-Hour Flower shall offer fresh flower bouquets to be sold through the automated Flower Center.

\$20.00 Fresh Flower Bouquets: Large cellophane wrapped fresh flowers with hand-tied bows.

EXHIBIT B**CONCESSION SITE(S)**



Legislation Text

File #: 22-413, 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

Destination El Paso, Brooke Underwood, (915) 534-0692

City Manager's Office, Tracey Jerome, (915) 212-0033

AGENDA LANGUAGE:

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

A Resolution authorizing the City Manager or designee to make necessary budget transfers and to sign the Event Support Contract in an amount not to exceed \$120,000 with Consortium Productions, Inc. for the City of El Paso to host the Sun City CRIT, May 6-8, 2022.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: April 12, 2022

PUBLIC HEARING DATE: n/a

CONTACT PERSON(S) NAME AND PHONE NUMBER: Brooke Underwood, (915) 534-0692

Tracey Jerome, Jose Garcia 915-534-0667

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 1

SUBGOAL: Enhance Visitor Revenues – Convention / Sport Development

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.

Approve a resolution authorizing the City Manager or designee to make necessary budget transfers and to sign the Event Support Contract with Consortium Productions, Inc. for the City of El Paso to host the 2022 Sun City CRIT in conjunction with USA CRITS, May 5-7, 2022.

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?

El Paso was selected through a competitive process to host the Sun City CRIT, part of the USA CRITS series. Each event will bring an estimated economic impact of \$1.3 Million.

The city has committed to support the event with a \$120,000 site fee required to successfully and safely conduct the event. An initial payment will be made in April in the amount of \$90,000 and the remainder of \$30,000 will be due to Consortium Productions Inc. by the end of the FY, August 31, 2022.

The City has applied and been approved by the State of Texas Event Trust Fund to seek reimbursement for the city's financial obligations under the Event Support Contract.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

City Council has approved Event Support Contracts for this event in 2019 and 2021 but also for events such as the 2019 Triple-A All Star Game and the 2019 SMART Airports Conference.

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?

Up to \$101,745.00 which is eligible for reimbursement by State of Texas Event Trust Fund.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT:
SECONDARY DEPARTMENT:

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

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

That the City Manager be authorized to sign an Event Support Contract between the City of El Paso ("City") and Consortium Productions ("CRIT") for the 2022 Sun City Crit scheduled for May 7, 2022.

APPROVED this ____ day of _____, 2022.

CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Danielle Escontrias
Danielle Escontrias
Assistant City Attorney

THE STATE OF TEXAS
COUNTY OF EL PASO

§
§
§

EVENT SUPPORT CONTRACT

This Event Support Contract (the “Contract”) is between the City of El Paso, a Texas home rule municipality (“City”) and Consortium Productions, Inc. (“CRIT”), a Florida based corporation whose registered office is 17051 SW 49th St Southwest Ranches FL 33331 and EIN 46-0808409.

WHEREAS, the City of El Paso has been designated as the host for the
Sun City Crit on May 7, 2022
(the “Event”); and

WHEREAS, the parties to the present agreement wish to describe the City’s financial commitment in support of the Event and the responsibilities of the City and CRIT to organize the Event.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

I. General Obligations of the Parties

- A. The City has been designated as the host for the Sun City Crit, scheduled for Saturday, May 7 with setup and teardown on Friday, May 6 and Sunday, May 8 respectively (the “Event”).
- B. The City is obligated to perform functions necessary to host the Event as outlined in Exhibit A as “City Responsibilities.” These functions will result in City expenses to include:
 - 1. To pay a site fee of \$120,000. 75% by April 1, 2022 and remaining 25% no later than May 31, 2022.
 - 2. Other expenses required to successfully and safely conduct the Event as mutually agreeable between the parties and to not exceed \$10,000.
- C. CRIT is obligated to perform functions necessary to organize and execute the Event as outlined in Exhibit A as “CRIT Responsibilities.”
- D. If said Event is not held, the City is not obligated to expend the monies described in I.B. of this Contract.

II. Term & Termination

- A. The term of this Contract shall begin on March 21, 2022 and shall continue until all payments required pursuant to this Contract have been made, documentation of payment to CRIT is received by the City, all reimbursement from the Texas Events Trust Fund have been made to the City or until terminated by either party in accordance with the provisions of this Contract or until such time as the parties mutually agree to terminate this Contract.
- B. Termination
 - 1. This Contract shall be terminated if the Event does not take place in El Paso, Texas.
 - 2. The obligations of the parties for all costs incurred under this Contract prior to such termination notice, shall survive such termination, as well as any other obligation incurred under this Contract, until performed.

III. GOVERNMENTAL FUNCTION AND IMMUNITY.

- A. Governmental Function. The parties expressly agree that, in all things relating to this Contract, the City enters into this Contract for the purpose of performing governmental functions and are performing governmental functions, as defined by the Texas Tort Claims Act. The parties further expressly agree that every act or omission of the City, which in any way pertains to or arises out of this Contract, falls within the definition of governmental function.
- B. Sovereign Immunity. The City reserves, and does not waive, its right of sovereign immunity and similar rights and does not waive its rights under the Texas Tort Claims Act. The parties expressly agree that the City does not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

IV. Miscellaneous

- A. Liability. This Contract is not intended to alter or reallocate any defense or immunity authorized or available to either party by law.
- B. Compliance with Laws. In the performance of their obligations under this Contract, the parties shall comply with all applicable federal, state or local laws, ordinances and regulations.
- C. Governing Law. This Contract shall be construed and interpreted in accordance with the laws of the State of Texas, along with any applicable provisions of the federal law, the City Charter and/or any ordinance of the City.

- D. Venue. The parties hereto agree that this Contract shall be enforceable in El Paso, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in El Paso County, Texas. Should the need for dispute resolution arise, venue is in the El Paso County, Texas.
- E. Current Revenues. Pursuant to Section 791.001(d)(3), Texas Government Code, the City will make all payments from current revenues.
- F. No Waiver. The failure of any party at any time to require performance by the other party of any provision of this Contract shall in no way affect the right of such party to require performance of that provision. Any waiver by a party of any breach of any provision of this Contract shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Contract.
- G. Notice. All notices provided for herein shall be sufficient if sent by certified mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following address:
- City: City of El Paso
Attn: City Manager
P.O. Box 1980
El Paso, TX 79950-1890
- CRIT: Consortium Productions, Inc.
Attn: Ravi Rajcoomar
17051 SW 49th St
Southwest Ranches, FL 33331
- H. Severability. Every provision of this Contract is intended to be severable. 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 Contract.
- I. Any amendments to this Contract shall be in writing and signed by all parties.
- J. This constitutes the entire agreement of the parties.

(Signatures follow on next page)

THE STATE OF TEXAS §
COUNTY OF EL PASO §

EVENT SUPPORT CONTRACT


Signature Page

IN WITNESS WHEREOF, City of El Paso, and CRIT have entered into this Contract.

CITY OF EL PASO

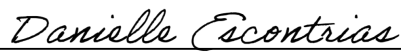
Tomás González
City Manager

CONSORTIUM PRODUCTIONS, INC.




Name Printed: Ravi Rajcoomar
Title: Chairman, Consortium

APPROVED AS TO FORM:



Danielle Escontrias
Assistant City Attorney

APPROVED AS TO CONTENT:



Jose Garcia
President and CEO, Destination El Paso

Exhibit A
Event Support Contract
Sun City Crit
May 5-7, 2022

City Responsibilities:

- Work with CRIT to develop and execute non-race activities that benefit the community – example but not limited to musical entertainment, kids races, all-star races, running races, vendor expo, food court, other sponsor activation areas.
- Coordination of digital advertising campaign to increase Event attendance and hotel impact.
- Coordination of downtown street closures and coordination of permitting for Event
- To pay a site fee of \$120,000. 75% by April 1, 2022 and remaining 25% no later than May 31, 2022.

CRIT Responsibilities:

- Create, develop, and execute cycling event
- Create, develop, and execute athlete recruitment and marketing plan
- Create, develop, and execute community and spectator marketing plan in partnership with the City's Destination El Paso ("DEP") department
- Develop and execute operational plan and budget for technical vendors and 3rd party support for example but not to be limited to – permitting, registration, hotel, timing, sound, announcers, fencing, police/security, truss, lighting, broadcast, screens, power, radios, tenting, hospitality, awards, security, bathrooms, street cleaning, course crossings and sponsors.
- Work to develop and execute non-race activities that benefit the community – example but not limited to musical entertainment, kids races, all-star races, running races, vendor expo, food court, other sponsor activation areas.
- Develop and execute local grassroots outreach plan for the cycling, running, outdoor endurance and general audience.
- Sanction, insure and officiate the event through USA Cycling and its officials.
- Provide appropriate Certificates of Insurance for all required parties
- Develop and execute with DEP appropriate media plan including press conferences, athlete visits, social media campaign, direct outreach as needed
- Develop and execute compelling event day run of show for the local on-site and broadcast audience
- Develop medical plan for athletes and spectators on-site
- Develop crisis communication plan for athletes and spectators on site
- Develop and execute awards, prize-giving ceremonies, and prize money payout
- Develop and execute event staffing and volunteer plan

- Provide attendance, economic impact, hotel room night utilization, event budget, actual events expenses and other reporting as requested by DEP



Legislation Text

File #: 22-405, 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, Sam Rodriguez, (915) 212-0065

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218

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 4.1 - Deliver bond projects impacting the quality of life across the city in a timely and efficient manner.

That the Purchasing Director is authorized to notify MARTINEZ BROS. CONTRACTORS, LLC, that the City is terminating all remaining work under Contract: 2021-0260 Modesto Gomez Park Improvements effective April 12, 2022, without cause, pursuant to the provisions and requirements of Paragraph 6.9.2 of the Contract Clauses due to the necessity to modify the scope of work with an associated cost increase in excess of 25% of the initial contract value in violation of Texas Local Government Code Title 8 Subtitle C Chapter 271 Section 271.060(c).

Department: Capital Improvement

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: April 12, 2022
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director
and City Engineer, (915) 212-1845
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing,
(915) 212-1218

DISTRICT(S) AFFECTED: 8

STRATEGIC GOAL: No. 4: Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments

SUBGOAL: 4.1: Deliver bond projects impacting the quality of life across the city in a timely and efficient manner

SUBJECT:

That the Purchasing Director is authorized to notify MARTINEZ BROS. CONTRACTORS, LLC, that the City is terminating all remaining work under Contract: 2021-0260 Modesto Gomez Park Improvements effective April 12, 2022, without cause, pursuant to the provisions and requirements of Paragraph 6.9.2 of the Contract Clauses due to the necessity to modify the scope of work with an associated cost increase in excess of 25% of the initial contract value in violation of Texas Local Government Code Title 8 Subtitle C Chapter 271 Section 271.060(c).

BACKGROUND / DISCUSSION:

City Council authorized award of Contract 2021-260 Modesto Gomez Park Improvements to MARTENIZ BROS. CONTRACTING, LLC, for \$1,986,506.88 on February 2, 2021. Following initiation of construction, a number of design inconsistencies were discovered as part of construction due diligence that required significant modifications to design plans. These modifications increased the cost of the project to approximately \$4M. The City is unable to issue a change order to the contract as it would be in excess of 25% of the initial contract value which is prohibited under Texas Code Title 8 Subtitle C Chapter 271 Section 271.060 (c).

The City anticipates re-advertising the project for bid in by June of 2022 and is pursuing allowable cost recovery remedies from the engineer of record.

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

N/A

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

Contract 2021-0260 Modesto Gomez Park Improvements was awarded by City Council on February 2, 2021

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Capital Improvement
SECONDARY DEPARTMENT: Parks and Recreation

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director and City Engineer

**COUNCIL PROJECT FORM
(Termination)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **Consent agenda** for the Council Meeting of **April 12, 2022.**

STRATEGIC GOAL: No. 4: Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments

The linkage to the Strategic Plan is subsection 4.1 - Deliver bond projects impacting the quality of life across the city in a timely and efficient manner

That the Purchasing Director is authorized to notify MARTINEZ BROS. CONTRACTORS, LLC, that the City is terminating all remaining work under Contract: 2021-0260 Modesto Gomez Park Improvements effective April 12, 2022, without cause, pursuant to the provisions and requirements of Paragraph 6.9.2 of the Contract Clauses due to the necessity to modify the scope of work with an associated cost increase in excess of 25% of the initial contract value in violation of Texas Local Government Code Title 8 Subtitle C Chapter 271 Section 271.060(c).

Department: Capital Improvement
Districts: 8

RESOLUTION

WHEREAS, on February 2, 2021 the City of El Paso ("City") awarded Contract No. 2021-0260 Modesto Gomez Park Improvements to Martinez Bros. Contracting, LLC for \$1,986,506.88 ("Vendor"):

WHEREAS, the City desires to terminate the Contract without cause and for convenience, pursuant to the provisions and requirements of paragraph 6.9.2 of the Contract due to the necessity to modify the scope of work with an associated cost increase in excess of 25% of the initial contract value in violation of Texas Local Government Code Title 8 Subtitle C Chapter 271 Section 271.060(c)

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

That the Purchasing & Strategic Sourcing Director is authorized to notify Vendor that the City is terminating awarded Contract No. 2021-0260 Modesto Gomez Park Improvements for convenience, pursuant to the provisions and requirements of the Contract, and that the termination shall be effective as of April 12, 2022.

APPROVED this _____ day of _____, 2022.

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:

Claudia A. Garcia

Claudia Garcia, Interim Director
Purchasing and Strategic Sourcing

APPROVED AS TO CONTENT:

Jerry DeMuro/for

Sam Rodriguez, P.E., City Engineer
Capital Improvement Department



Legislation Text

File #: 22-406, 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

Parks and Recreation, Ben Fyffe, (915) 212-1766

AGENDA LANGUAGE:

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

A Resolution that City Council accepts the recommendation from the Parks and Recreation Advisory Board and hereby approves the renaming of Clark & Cleveland Park, located at the intersection of Clark Drive & Cleveland Avenue, within the City of El Paso, El Paso County, Texas, as "Marina Rios Park."

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: April 12, 2022 (Consent)

CONTACT PERSON(S) NAME AND PHONE NUMBER: Ben Fyffe, (915) 212-1766

DISTRICT(S) AFFECTED: 3

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

SUBJECT:

Approve a resolution that City Council accepts the recommendation from the Parks and Recreation Advisory Board and hereby approves the renaming of Clark & Cleveland Park, located at the intersection of Clark Drive & Cleveland Avenue, within the City of El Paso, El Paso County, Texas, as "Marina Rios Park."

BACKGROUND / DISCUSSION:

Applicant gathered sufficient signatures to re-name park after his mother, the late Marina Rios. The re-naming meets policy criteria, allowing for renaming for non-living individuals who have made outstanding contributions to their community. The Parks & Recreation Advisory Board voted unanimously to approve the re-naming on March 9, 2022. Per process, the re-naming comes before Council for final approval.

PRIOR COUNCIL ACTION:

As part of the Parks & Recreation Naming Policy, City Council is final approval on any re-naming of parkland or facilities.

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

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

THAT City Council accepts the recommendation from the Parks and Recreation Advisory Board and hereby approves the renaming of the Clark & Cleveland Park, located at the intersection of Clark Drive and Cleveland Avenue within the City of El Paso, El Paso County, Texas, as “Marina Rios Park”; and

THAT Fred Borrego, (“Applicant”) shall incur the customary costs associated with the renaming of the park, such as installing or replacing signs with the park name or any other signs posted or affixed to a facility. Any proposed signs shall be reviewed and agreed upon by both the Parks and Recreation Department and Applicant, (District 3).

PASSED AND APPROVED this _____ day of _____, 2022.

CITY OF EL PASO:

Oscar Leoser
Mayor

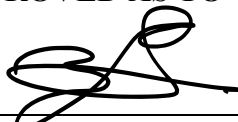
ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Danielle Escontrias
Danielle Escontrias
Assistant City Attorney

APPROVED AS TO CONTENT:


Benjamin E. Fyffe, Managing Director
Cultural Affairs and Recreation



Legislation Text

File #: 22-407, 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

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 finds that the relocation of El Paso Electric improvements located on the Project site, and adjacent public areas and rights of way, is necessary for the construction and maintenance of City public improvements. That in accordance with Ordinance 16090, the City of El Paso requires the El Paso Electric Company to replace existing guy wire with sidewalk anchor at the El Paso Electric Company's expense. That the City Engineer is authorized and directed to coordinate with El Paso Electric to identify the specific El Paso Electric improvements that need to be replaced to accommodate the construction of the City improvements.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: April 12, 2022
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Yvette Hernandez, (915) 212-1860

DISTRICT(S) AFFECTED: 6

STRATEGIC GOAL: No.7: Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: N/A

SUBJECT:

That the City Council finds that the relocation of El Paso Electric improvements located on the Project site, and adjacent public areas and rights of way, is necessary for the construction and maintenance of City public improvements. That in accordance with Ordinance 16090, the City of El Paso requires the El Paso Electric Company to replace existing guy wire with sidewalk anchor at the El Paso Electric Company's expense. That the City Engineer is authorized and directed to coordinate with El Paso Electric to identify the specific El Paso Electric improvements that need to be replaced to accommodate the construction of the City improvements.

BACKGROUND / DISCUSSION:

The Ysleta Middle School SRTS project consists of installation of school zone flashers along Independence Drive, ADA ramps at multiple locations, and school zone signs will be upgraded to meet MUTCD standards at Ysleta Middle School. Bicycle lanes will be installed along Elvin Way between Alameda Avenue and Victor Lane. There will also be a hike & bike trail along Playa Lateral between Elvin Way and Jesuit Drive. An El Paso Electric guidewire wire is in conflict with the proposed shared use path.

PRIOR COUNCIL ACTION:

1/05/21 – Advanced Funding Agreement approved by Council

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:

Gvette Hernandez

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

WHEREAS, Ordinance 16090 grants the El Paso Electric Company ("El Paso Electric") a franchise to construct, reconstruct, repair, maintain, use and operate in, over, or under the present and future streets, alleys, public ways, parks, and public places of the City of El Paso, facilities for the transmission and distribution of electrical energy and broadband over power line communications services; and

WHEREAS, Ordinance 16090 also provides that the City shall have the power at any time to require El Paso Electric to change the route or position of its poles, lines, conduits or other construction at El Paso Electric's expense when the El Paso City Council shall find, by resolution, that such change is necessary in the closing, opening or relocation of streets or alleys, or water or sewer lines, the changing of grade of streets or alleys, the construction and maintenance of parks and public improvements, the construction of private buildings, the construction or use of driveways, and under other conditions which the City Council shall find necessary under the lawful exercise of its police power; and

WHEREAS, City of El Paso is currently making improvements related to the Ysleta Middle School, Safe Routes to School (the "Project") which consists of the striping of buffered bicycle lanes along Elvin Way from Alameda Avenue to Victor Lane, the construction of a hike & bike trail along Independence Drive from Elvin Way to Jesuit Drive, two new mast arm school zone flasher assemblies, and upgrading school zone signs; and

WHEREAS, El Paso Electric currently has infrastructure and facilities on the Project site; and

WHEREAS, the City requires the relocation of El Paso Electric infrastructure.

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

1. That the City Council finds that the relocation of El Paso Electric improvements located on the Project site, and adjacent public areas and rights of way, is necessary for the construction and maintenance of City public improvements.
2. That in accordance with Ordinance 16090, the City of El Paso requires the El Paso Electric Company to replace existing guy wire with sidewalk anchor at the El Paso Electric Company's expense.
3. That the City Engineer is authorized, and directed to coordinate with El Paso Electric to identify the specific El Paso Electric improvements that need to be replaced to accommodate the construction of the City improvements.

APPROVED this _____ day of _____ 2022.


THE 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:



For Samuel Rodriguez, P.E.
City Engineer



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-427, 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.

Emma Acosta to the El Paso Housing Finance Corporation by Mayor Oscar Leeser.

EMMA ACOSTA

Professional Summary

Accomplished and energetic Administrator with a solid history of achievement in Management of large organizations. Motivated leader with strong organizational and prioritization abilities. Areas of expertise include public speaking, Critical Thinking, Judgment and Decision Making, Personnel and Human Resources Management, Management of Financial Resources, Transportation Operations Analysis and Bi-lingual in English and Spanish.

Education

Webster University, St. Louis, MO MBA
University of Texas at El Paso (UTEP) BBA

May 2004
May 1994

Experience

PRESIDENT/OWNER

01/2004 to Present

EMMACOSTA CONSULTING SERVICES

Provide consulting services to small businesses and nonprofit agencies in the areas of public relations, marketing, management, grant writing. Develop media and marketing plans that would meet the needs and budget of businesses. Analyze and develop workflow techniques for efficiency and effectiveness. Develop human resource policies as needed, train employees on policies, use of Microsoft software, Outlook. Assist in government relations or business issues. Services provided to nonprofit and for-profit businesses and agencies.

Executive Director

Books Are Gems – El Paso, TX

TX01/2019 to Present

Responsible for planning, organizing, and directing the organization's operations and programs. Develop and implement consistent inventory and cost accounting policies, procedures, and operational reporting metrics. Oversee and report on the organization's results for board of directors. Prepare accurate and timely analyses that capture and communicate fundraising results, variances, and performance trends. Provide leadership to and manage the efforts of staff to ensure appropriate support of organization. Supervise the development of operations-based financial modeling. Coordinate and lead annual budget reviews, monthly and quarterly reviews, and periodic forecast updates. Ensure that services and funding relationships are robust enough to meet or exceed strategic goals and objectives. Research grant opportunities for the organization, write grants to local, state, federal governments as well as various foundations, local businesses, and community leaders. Develop fundraising initiatives with other organizations. Develop and maintain database of books provided to children and teachers in the southwest region.

City Representative

06/2008 to 06/2017

City of El Paso – El Paso, TX

Served two years as Mayor Pro Tempore and Two years as Deputy Mayor Pro Tempore. Considerable knowledge of city organizational structures, extensive public speaking in English and Spanish with the public, members of the media, the general public and other elected officials with various levels of government to include local, state, and federal officials. Develop public relations strategies using various marketing and media outreach, staff management, grant writing, media and other areas that may be requested. Coordinate meetings with other elected officials, various civic and community organizations, lobbyists, and individual members of the public. Initiated, programmed, and executed city wide projects such as the Welcome Home Vietnam Veterans for over 2,000 Vietnam Veterans all funded by the private sector. Represent the City in other organizations and public events, as necessary.

Executive Assistant

01/2005 to 12/2005

County of El Paso – Commissioner's Court

Assigned to Commissioner for Precinct 3. Coordinate meetings with other elected officials, various civic and community organizations, lobbyists, and individual members of the public to provide input on Commissioner and County issues. Meet with other departments on issues related to the Precinct and weekly commissioners court

agenda. Respond to citizens issues and assist in resolving issues, attend meetings and represent the commissioner on boards and committees.

Business Instructor

Academy School of Careers

01/2005 – 01/2008

Develop lesson plans that encourage students to engage in the subject by encouraging questions, developing presentations that are interesting. Instruct students on material needed to earn their class credits. Teach basic skills encompassing management, supervision, accounting and math skills , Business English, introduction to Microsoft office, proper email techniques, help students prepare and study for lesson plans. Assess students via testing and classroom participation. Create lesson plans and modify accordingly throughout the year. Maintain grade books. Assist students with additional tutoring, if necessary, to keep the student in school and accomplishing their goal. Provide general business classes including ethics in business, management, supervision, and the roles of business entrepreneurs. Grade papers and perform other administrative duties as needed.

DIRECTOR of Environmental Services

01/1994 to 01/2004

City of El Paso – El Paso, TX

Direct all department operations to include Formulate, analyze, and manage a \$25 million operating/revenue budget and approximately \$11 million capital budget. Lead a staff of approximately three hundred employees including professional, paraprofessional, and labor personnel in providing services to approximately 140,000 residential customers, and approximately 2,000 commercial customers. Ensure compliance of all local, state, and federal environmental laws, implement employee safety programs including CDL drug testing policies & programs to minimize worker compensation costs, market development of services, short- and long-range planning and forecasting. Established Public Awareness Campaigns utilizing diverse types of media such as television, radio, newspaper, billing inserts, and community outreach. Coordinated efforts of several agencies in county wide community projects and enforcement efforts.

ADMINISTRATIVE ANALYST - OFFICE OF MANAGEMENT & BUDGET

01/1992 to 01/1994

CITY OF EL PASO, TX – El Paso, TX

Met with assigned departments to develop, monitor, and implement annual budgets as well as special revenue budgets. Departments included finance, Airport, Purchasing, Economic Development. Internal Service Funds, Worker compensations fund, employee health fund, unemployment insurance fund. Developed, monitored, and analyzed Health and Worker Compensation Funds, determined annual budgets and revenue forecasting for developing employee health premiums. Conducted rate analysis for implementing user fees for several departments including Solid Waste Management, Parks, Internal Service Departments, and other city fees. Developed program, budgeted, implemented, and supervised and maintained city's fixed Assets and information system.

ADMINISTRATIVE ANALYST - Public Works Department

01/1990 to 01/1992

City of El Paso – El Paso, TX

Analyzed departments requests for capital projects, Developed, project list and associated budget, monitored City's Capital Project List for Bond Sales Developed and implemented rate structure for Equipment Maintenance Internal Charges to user departments, developed budget and analyzed expenditures monthly, quarterly, and annually. Assisted public works departments such as public works, streets, permits, inspections, transportation, environmental services, and fleet services in developing annual budget, monitoring budgets, and addressing unforeseen needs. Kept abreast of state and national laws, rules and regulations pertaining to the Public Works group of departments. Informed Director and department heads as to changes, operational costs based on changes in laws, and implementation strategies. Met with local, state, and federal elected officials on issues pertaining to the various departments. Met with lobbyists to determine addressing issues of concern on laws that were pending. Developed budget, monitored, and Implemented National Pollutant and Discharge Elimination System (NPDES) permit for storm water project. Met with consultants and citywide department heads and elected officials.

FINANCIAL SYSTEMS ANALYST

01/1985 to 01/1990

CITY OF EL PASO Financial Services – El Paso, TX

Developed methodology for all input of financial data into city's financial information system, supervised data entry personnel, monitored entries into the systems general ledger, developed special ad hoc reports for various financial needs of management. Information systems included Accounting, Payroll, Pension, Internal Charges, Bank reconciliation. Developed interface system with financial banking system and the city's financial system for accountability and efficient bank balance and bank reconciliations. Ensured all financial programs functioned for proper accounting controls and reporting. Developed and Implemented city wide Cashier System, Documented system information and trained users. Met with users at all levels from department heads to clerical staff, trained users on interpretations of system reports, and developed reports as per requests. Recommended changes to city's Comprehensive Financial Annual Report (CAFR) as well as system requirements according to Generally Accepted Accounting Standards (GAAP)

Former Affiliations

Metropolitan Planning Organization – Board Member

City of El Paso Financial and Audit committee member

Texas Municipal League Board of Directors

National Association of Latin Elected & Appointed Officials - member

National Association of Human Resource Management – Member

City of El Paso Employees' Pension Board – Member

Evolve Federal Credit Union, 1st Vice President

Current Affiliations

Association of University Women - member

University of Texas El Paso Alumni Association member

Webster University - Mentors program member

Boards

Bien Vivir Health Services – Past President

City of El Paso Bond Oversight Advisory Committee Member

Assoc. of Vietnam Veterans – Secretary & Newsletter Editor

League of Women Voters – Board Member

LULAC – Council 22269 President

Welcome Home Vietnam Veterans Committee - Chair

Cielo Vista Neighborhood Association Member

Texas League of United Latin America Citizens, Persons with Disabilities Committee, Chair

Awards & Recognitions

Downtown Management District - Professionalism Award-2004

Texas Legislator of the Year - Texas Vietnam Veterans of America - 2017,

El Paso Pride Award - 2002

State of Texas Governor's Award - 2003

Ft. Bliss Environmental Award-2003



Legislation Text

File #: 22-404, 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 A)

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: April 12, 2022
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 A)

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? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Tax Office

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

TAX REFUNDS
April 12, 2022

1. Lone Star Title, in the amount of \$4,323.74 made an overpayment on January 5, 2021 of 2020 taxes.
(Geo. # A520-999-0350-6100)
2. Sierra Title Company, in the amount of \$11,621.44 made an overpayment on December 13, 2021 of 2021 taxes.
(Geo. # C340-999-1760-2000)
3. Leonardo Caro, in the amount of \$3,466.58 made an overpayment on February 28, 2022 of 2021 taxes.
(Geo. # P654-999-038C-0250)
4. Mortgage Connect, in the amount of \$4,887.23 made an overpayment on October 21, 2021 of 2021 taxes.
(Geo. # T823-999-0270-0300)
5. Tapnim Future LP, in the amount of \$27,414.30 made an overpayment on January 30, 2022 of 2021 taxes.
(Geo. # V897-999-0020-3975)
6. LNK Properties, LLC, in the amount of \$7,956.60 made an overpayment on January 4, 2022 of 2021 taxes.
(Geo. # W145-999-0010-0100)

Laura D. Prine
City Clerk



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 www.elpasotexas.gov/tax-office

20304443
65481024
TAX OFFICE
RECEIVED
MAR 30 2022

LONE STAR COMPANY OF EL PASO INC
6701 N MESA
EL PASO, TX 79912

Geo No. A520-999-0350-6100	Prop ID 161764
Legal Description of the Property 35 ALTURA PARK 13 & 14 & ADJ W 20 FT OF STEVENS ST CLSD ADJ (8400 SQ FT) 3625 ALTURA AVE 79930	
OWNER: EQUITY TRUST COMPANY FBO RYAN YOUNG IRA	
2020 OVERAGE AMOUNT \$4,323.74	

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: Lone Star Title			
	Address: 2290 Tra Wood			
	City, State, Zip: El Paso, TX 79935			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: 594-4600		E-Mail Address:	
	Payment made by:	Check No.	Date Paid	Amount Paid
	ck	116758	1/5/21	6039.37
	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:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
Step 4. Sign the form. Unsigned applications cannot be processed.	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
TAX OFFICE USE ONLY:	By: N.H.		Date: 3-30-22	

UZR
CT80122 v1.90

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.		Account No.		Remit Seq No.		Check No.		Payment Amount		Payment Agreement No.	
A01052175		A52099903506100									
Check/Receipt Pages		Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer	
		IP031022	03/09/2022	50331201	CC004411024	CR	\$656.75	\$656.75	PA	A52099903506100	31117999-RYAN C YOUNG
		IP020722	02/05/2022	50040183	CC004352113	CR	\$1,000.00	\$1,000.00	PA	A52099903506100	30965223-RYAN C YOUNG
		QP220208	02/05/2022	50040183	CC004352113	CR	\$0.00	\$0.00	TR	A52099903506100	30965223-RYAN C YOUNG
		A01052175	01/05/2021	45695491	0116758	CH	\$6,039.37	\$4,323.74	LG	A52099903506100	27259532-LONE STAR CC
		A01052175	01/05/2021	45695491	0116758	CH	\$6,039.37	\$1,715.63	PA	A52099903506100	27259532-LONE STAR CC
		RC220330	01/05/2021	45695491	0116758	CH	\$4,323.74-	\$4,323.74-	TR	A52099903506100	27259532-LONE STAR CC
		RC220330	01/05/2021	45695491	0116758	CH	\$4,323.74	\$4,323.74	TR	A52099903506100	31185380-LONE STAR TIT
		A07292065	07/29/2020	44441979	17994	CH	\$429.22	\$429.22	PA	A52099903506100	AVILA JUANITA
		A05282090	05/28/2020	44226023	17761	CH	\$429.22	\$429.22	PA	A52099903506100	AVILA JUANITA
		A03192081	03/19/2020	43957251	17542	CH	\$429.22	\$429.22	PA	A52099903506100	AVILA JUANITA
		MB01312065	01/31/2020	43712339		CA	\$430.22	\$429.22	PA	A52099903506100	AVILA JUANITA
		A07171965	07/17/2019	41406314	445392	CH	\$401.45	\$401.45	PA	A52099903506100	AVILA JUANITA

Applied Total \$44,299.70

OP-2500

THE CITY OF EL PASO CONSOLIDATED TAX OFFICE

221 N. Kansas, Suite 300

El Paso, Texas 79901

Phone (915) 212-0106, Fax (915) 212-0108, Email: taxforms@elpasotexas.gov

TAX OFFICE
RECEIVED

MAR 22 2022

APPLICATION FOR TAX REFUND

The Consolidated Tax Office collects property taxes for all eligible property taxing entities within El Paso County.

APPLICANT MUST PROVIDE THE FOLLOWING INFORMATION:

Refund To: SierraTitle Company		Phone: HOME: WORK: 915-584-9451		Property ID# (One application per account) 364795 C340-999-1760-2000	
Address (mail refund to :) 120 Shadow Mountain El Paso, Tx 79912		Property Address: And/or Legal Description: 5989 Ojo De Agua, El Paso, Tx 79912/ lot 20, blk 176, Chaparral Park			
Tax year requested:	Date payment made:	Check No. & Date, if known:		Amount of taxes paid:	Amount of refund requested:
1. 2021	12/13/2021	010639 12/10/2021		11,621.44	11,621.44
2.					
3.					
TOTAL AMOUNT (sum of the above amounts)				11,621.44	

(City Council approval required if over \$2,500)

REQUIRED: Copy of original receipt, front & back of negotiated check, OR
bank statement showing item cleared (both the bank & taxpayer name must appear)

REASON FOR OVERPAYMENT:

Title Co paid taxes then the owners mortgage company paid them afterwards

"I certify that information given to obtain this refund is true and correct."


Requestor signature:

Date: 3/22/2022

ANGELINA BAUTISTA (ESCROW OFFICER WITH SIERRATITLE)

ESCROW OFFICER

Printed name:

Title:

Any person knowingly submitting false entries is subject to: (1) Imprisonment of 2 to 10 years, or \$5,000 fine, or both
(2) Imprisonment up to one year, or fine not over \$2,000, or both (Sec. 37.10 Penal Code) An application for a refund must be made within 3 years after
the date of the payment or the taxpayer waives the right to the refund (Sec. 31.11 (c))

TAX OFFICE Entry:

(☒) REFUND APPROVED

Tax Office Approval:

Date: 3-22-22

(Placed on City Council Agenda over \$2,500)

- () DISAPPROVED () Returned to sender () See below/attached
- () Required documentation (Tax receipt, Canceled Check, Bank Statement, or Other) not submitted.
- () Record of overpayment not found on this property.
- () Property not found as identified, resubmit after correction.
- () Other:

Deposit REMITTANCE Detail

Summary Query

Summary

Deposit No.		Account No.		Remit Seq No.		Check No.		Payment Amount		Payment Agreement No.	
M21800000001		C34099917602000									
Check/Receipt		Receipt	Remit	Check	Payment	Payment	Applied	Transaction	Account		
Pages	Deposit No.	Date	Seq No.	No.	Type	Amount	Amount	Type	No.	Payer	
	M21800000001	12/20/2021	48571144	RG2112172054	EF	\$274,189,766.61	\$11,621.24	LG	C34099917602000	800000-CORELOGIC	
	RC220322	12/20/2021	48571144	RG2112172054	EF	\$11,621.24	\$11,621.24	TR	C34099917602000	1497930-SIERRA TITLE CO	
	RC220322	12/20/2021	48571144	RG2112172054	EF	\$11,621.24	\$11,621.24	TR	C34099917602000	800000-CORELOGIC	
	A12132165	12/13/2021	48423364	010639	CH	\$11,621.44	\$11,621.44	PA	C34099917602000	1497930-SIERRA TITLE CO	
	M20800000001	12/15/2020	45278757	201214123540	EF	\$241,485,823.54	\$10,844.27	PA	C34099917602000	800000-CORELOGIC	
	M1927000001	12/16/2019	42275937	191216209109	EF	\$27,695,037.88	\$10,681.42	PA	C34099917602000	2700-LERETA LLC	
	RD3224163	05/14/2019	39295991	0000219115	CH	\$392.06	\$392.06	RD	C34099917602000	ACOSTA KARINA I	
	M18800000001	12/14/2018	39295991	181213099087	EF	\$198,523,744.87	\$10,424.53	PA	C34099917602000	800000-CORELOGIC	
	RF190426	12/14/2018	39295991	181213099087	EF	\$0.00	\$22.39	DA	C34099917602000	800000-CORELOGIC	
	RF190426	12/14/2018	39295991	181213099087	EF	\$0.00	\$22.39	DA	C34099917602000	ACOSTA KARINA I	
	RF190426	12/14/2018	39295991	181213099087	EF	\$0.00	\$0.00	DA	C34099917602000	800000-CORELOGIC	
	RF190426	12/14/2018	39295991	181213099087	EF	\$0.00	\$0.00	DA	C34099917602000	800000-CORELOGIC	
Applied Total						\$141,633.57					



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 www.elpasotexas.gov/tax-office

TAX OFFICE
RECEIVED

APR 01 2022

CARO LEONARDO
PO BOX 370566
EL PASO, TX 79937-0566

Geo No. P654-999-038C-0250	Prop ID 98600
Legal Description of the Property 38-C PEBBLE HILLS #4 REPLAT C WLY 39.60 FT OF 2 (4356 SQ FT)	
10704 HAVENROCK DR-B	
OWNER: CARO LEONARDO	
2021 OVERAGE AMOUNT \$3,466.58	

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: <u>Leonardo Caro</u>			
	Address: <u>P.O. 370566</u>			
	City, State, Zip: <u>El Paso TX 79937</u>			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: <u>(915) 474-1119</u>		E-Mail Address: <u>codeyalecaro@sbcglobal.net</u>	
	Payment made by:	Check No.	Date Paid	Amount Paid
	<u>Leonardo Caro</u>	<u>2804</u>	<u>2-28-2022</u>	<u>\$3,466.58</u>
	TOTAL AMOUNT PAID (sum of the above amounts)			<u>\$3,466.58</u>
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:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
Step 4. Sign the form. Unsigned applications cannot be processed.	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
TAX OFFICE USE ONLY:	By: <u>NH</u>		Date: <u>4-1-22</u>	

TAX OFFICE USE ONLY:

☒ Approved

☐ Denied

By:

NH

Date:

4-1-22

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
A02282279	P654999038C0250				

Check/Receipt Pages	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	A02282279	02/28/2022	50249338	2804	CH	\$3,466.58	\$3,466.58	LG	P654999038C0250	CARO LEONARDO
	B02112294	01/31/2022	50146110	2798	CH	\$3,239.79	\$3,239.79	PA	P654999038C0250	CARO LEONARDO
	IP01282198	01/27/2021	46446649	CC003506647	CR	\$2,494.50	\$2,494.50	PA	P654999038C0250	29317656-IVR PAYMENT
	X0203201017	01/31/2020	43545760	02744	CH	\$2,423.90	\$2,423.90	PA	P654999038C0250	CARO LEONARDO
	X0204191006	01/31/2019	40617733	02722	CH	\$2,408.46	\$2,408.46	PA	P654999038C0250	CARO LEONARDO
	X0131181019	01/30/2018	37522625	02679	CH	\$2,348.39	\$2,348.39	PA	P654999038C0250	CARO LEONARDO
	X0202171018	01/31/2017	34796608	02637	CH	\$2,308.38	\$2,308.38	PA	P654999038C0250	CARO LEONARDO
	X0204161005	01/31/2016	31760586	02585	CH	\$2,187.68	\$2,187.68	PA	P654999038C0250	CARO LEONARDO
	X0130151042	01/30/2015	28435339	02531	CH	\$2,160.78	\$2,160.78	PA	P654999038C0250	CARO LEONARDO
	X0203141003	01/31/2014	25606144	02476	CH	\$2,122.25	\$2,122.25	PA	P654999038C0250	CARO LEONARDO
	X0201131018	01/31/2013	22939827	02414	CH	\$2,041.80	\$2,041.80	PA	P654999038C0250	CARO LEONARDO
	X0201121011	01/31/2012	20343135	02330	CH	\$2,006.82	\$2,006.82	PA	P654999038C0250	CARO LEONARDO

Applied Total	\$49,801.36
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THE CITY OF EL PASO
CONSOLIDATED TAX OFFICE
221 N. Kansas, Suite 300
El Paso, Texas 79901

Phone (915) 212-0106, Fax (915) 212-0108

TAX OFFICE
RECEIVED

MAR 23 2022

APPLICATION FOR TAX REFUND

The Consolidated Tax Office collects property taxes for all eligible property taxing entities within El Paso County.

APPLICANT MUST PROVIDE THE FOLLOWING INFORMATION:

Refund To: Mortgage Connect	Phone: HOME: 855-595-3563 WORK:	Property ID# (One application per account) T823-999-0270-0300 #627748		
Address (mail refund to :) 7301 State HWY 161 Ste 280 Irving TX 75	Property Address: And/or Legal Description: 12761 ramon prieto el paso tx 79938	#627753		
Tax year requested:	Date payment made:	Check No. & Date, if known:	Amount of taxes paid:	Amount of refund requested:
1. 2021	10/22/21	91361 10/20/2021	\$4887.23	\$4887.23
2.				
3.				
TOTAL AMOUNT (sum of the above amounts)			4887.23	

(City Council approval required if over \$2,500)

REQUIRED: Copy of original receipt, front & back of negotiated check. OR
bank statement showing item cleared (both the bank & taxpayer must appear)

REASON FOR OVERPAYMENT: We needed the funds applied to T823-999-0270-0800 this file has been paid so we now need our funds recouped from the wrong file- Thank you

yes

"I certify that information given to obtain this refund is true and correct."

Holly Herrera

Requestor signature:

Digitally signed by Holly Herrera
DN: CN = Holly Herrera email = hherrera@mortgageconnecttx.com OU =
Mortgage Connect, Users, Texas
Date: 2022.03.17 13:10:03 -0500

Date:

Printed name:

Title:

Any person knowingly submitting false entries is subject to: (1) Imprisonment of 2 to 10 years, or \$5,000 fine, or both.
(2) Imprisonment up to one year, or fine not over \$2,000, or both. (Sec 37.10 Penal Code) An application for a refund must be made within 3 years after the date of the payment or the taxpayer waives the right to the refund (Sec 31.11 (c)).

TAX OFFICE Entry:

() REFUND APPROVED

Tax Office Approval:

Maia O. Pasillas

Date:

3/30/22

fine 411/22

Date:

(Placed on City Council Agenda over \$2,500)

- () DISAPPROVED () Returned to sender () See below/attached
- () Required documentation (Tax receipt, Canceled Check, Bank Statement, or Other) not submitted.
- () Record of overpayment not found on this property.
- () Property not found as identified, resubmit after correction.
- () Other:

UZR
CT80122 v1.90

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.		Account No.		Remit Seq No.		Check No.		Payment Amount		Payment Agreement No.	
A10212190		T82399902700300									
Check/Receipt Pages		Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
		A10212190	10/21/2021	47836383	91361	CH	\$4,887.23	\$4,887.23	PA	T82399902700300	26726924-MORTGAGE CC
		R0303221067	10/21/2021	47836383	91361	CH	\$0.00	\$4,887.23	TR	T82399902700300	26726924-MORTGAGE CC
		R0303221067	10/21/2021	47836383	91361	CH	\$0.00	\$4,887.23	TR	T82399902700300	26726924-MORTGAGE CC
		RC220331	10/21/2021	47836383	91361	CH	\$4,887.23	\$4,887.23	TR	T82399902700300	31188675-MORTGAGE CC
		RC220331	10/21/2021	47836383	91361	CH	\$4,887.23	\$4,887.23	TR	T82399902700300	26726924-MORTGAGE CC
		M2030000001	12/28/2020	45465997	4416208	CH	\$55,913,550.55	\$4,319.30	PA	T82399902700300	3000-WELLS FARGO HOI
		M19C30000001	12/23/2019	42395858	7036476484	CH	\$62,318,251.54	\$4,356.23	PA	T82399902700300	3000-WELLS FARGO HOI
		M18B30000001	12/17/2018	39314600	7035275608	CH	\$64,715,202.42	\$4,172.01	PA	T82399902700300	3000-WELLS FARGO HOI
		M1730000001	12/26/2017	36468641	7033634770	CH	\$63,235,613.81	\$3,919.21	PA	T82399902700300	3000-WELLS FARGO HOI
		M163000B0001	12/22/2016	33464275	3183364	CH	\$63,571,354.67	\$3,590.01	PA	T82399902700300	3000-WELLS FARGO HOI
		M1530000001	12/23/2015	30430546	0002822983	CH	\$64,479,376.52	\$3,533.70	PA	T82399902700300	3000-WELLS FARGO HOI
		M1430000001	12/18/2014	27355759	1003381659	CH	\$66,307,267.92	\$3,378.65	PA	T82399902700300	3000-WELLS FARGO HOI

Applied Total \$33,105.90



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 www.elpasotexas.gov/tax-office

TAX OFFICE
RECEIVED
MAR 31 2022

MONTWOOD FAMILY MEDICAL CENTER
3022 TRAWOOD
EL PASO, TX 79936

Geo No. V897-999-0020-3975	Prop ID 143724
Legal Description of the Property 2 VISTA HILLS #2 PT OF 18 BEG 187.68' WLY OF NEC (89.98' ON ST-226.19' ON WLY- 131.55' ON SLY - 266.78' ON ELY)	
3022 TRAWOOD DR	
OWNER: TAPNIM FUTURE L P	
2021 OVERAGE AMOUNT \$27,414.30	

1: CITY OF EL PASO, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 9: SOCORRO ISD

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: Tapnim future LP				
	Address: 1375 Long Verde Dr				
	City, State, Zip: El Paso TX 79936				
	Daytime Phone No.: 915-229-9360		E-Mail Address: AJAgarwal@ymail.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
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:				
	<input type="checkbox"/>	I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1.			
	<input type="checkbox"/>	I want this payment applied to next year's taxes.			
	<input type="checkbox"/>	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		
Jue 3/31/22		[Signature]		AJ Agarwal	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: N.H. Date: 3-31-22					

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.					
A02132265	V89799900203975									
Check/Receipt Pages	Deposit No	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No	Payer
	A02132265	01/30/2022	50151329	5194	CH	\$121,252.10	\$27,414.30	LG	V89799900203975	22414797-MONTWOOD F,
	A02132265	01/30/2022	50151329	5194	CH	\$121,252.10	\$27,424.97	AA	V89799900203975	22414797-MONTWOOD F,
	RC220331	01/30/2022	50151329	5194	CH	\$27,414.30	\$27,414.30	TR	V89799900203975	31189035-TAPNIM FUTUR
	RC220331	01/30/2022	50151329	5194	CH	\$27,414.30-	\$27,414.30-	TR	V89799900203975	22414797-MONTWOOD F,
	T02062100005	02/01/2021	46881873	07941	CH	\$109,200.70	\$29,765.22	PA	V89799900203975	TAPNIM FUTURE L P
	B02052081	01/31/2020	43599480	6756	CH	\$98,060.94	\$25,748.74	AA	V89799900203975	22414797-MONTWOOD F,
	B02052081	01/31/2020	43599074	6756	CH	\$98,060.94	\$25,748.74	AA	V89799900203975	24356104- & SALVAGE
	B02052081	01/31/2020	43599074	6756	CH	\$98,060.94-	\$25,748.74-	RV	V89799900203975	24356104- & SALVAGE
	A02071978	01/31/2019	40685931	4545	CH	\$99,754.29	\$24,854.75	AA	V89799900203975	TAPNIM FUTURE L P
	B02011865	01/30/2018	37538632	5535	CH	\$81,350.75	\$23,723.46	AA	V89799900203975	22414797-MONTWOOD F,
	R80120517MP	12/05/2017	20459212	8281	CH	\$0.00	\$0.00	TR	V89799900203975	TAPNIM FUTURE L P
	R80120617MP	12/05/2017	20459212	8281	CH	\$0.01-	\$0.01-	TR	V89799900203975	TAPNIM FUTURE L P
Applied Total						\$497,363.15				

TAX OFFICE
RECEIVED

FEB 22 2022

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 www.elpasotexas.gov/tax-office

DEEBEE PLESANT
941 VEREDA DEL VALLE
EL PASO, TX 79932

Geo No. W145-999-0010-0100	Prop ID 95928
Legal Description of the Property 1 WEST HILLS #1 LOT 1 (9673.00 SQ FT) 600 WHITE CLIFFS DR-A	
OWNER: LNK PROPERTIES LLC	
2021 OVERAGE AMOUNT \$7,956.60	

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: LNK Properties, LLC			
	Address: 941 Vereda Del Valle Ave.			
	City, State, Zip: El Paso, TX 79932			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank credit card statement.	Daytime Phone No.: 915-423-9578		E-Mail Address: lnkprop@yahoo.com	
	Payment made by:	Check No.	Date Paid	Amount Paid
	Echeck	4045325	1/4/22	19,707.32
	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:			
	<input checked="" type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
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) LNK Properties, LLC By: Deebie Pleasant, Manager		PRINTED NAME & DATE LNK Properties, LLC Deebie Pleasant Manager 01/22/2022	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: NH. Date: 3-29-22				

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.		Account No.		Remit Seq No.		Check No.		Payment Amount		Payment Agreement No.	
EC010322F		W14599900100100									
Check/Receipt Pages	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer	
	EC010322F	01/04/2022	48889358	CC004065525	EC	\$19,707.32	\$7,956.60	LG	W14599900100100	30431931-DEEBEE PLES.	
	RC220329	01/04/2022	48889358	CC004065525	EC	\$7,956.60	\$7,956.60	TR	W14599900100100	31179630-LNK PROPERTI	
	RC220329	01/04/2022	48889358	CC004065525	EC	\$7,956.60	\$7,956.60	TR	W14599900100100	30431931-DEEBEE PLES.	
	EC010322	12/31/2021	48880266	CC004072426	EC	\$7,956.60	\$7,956.60	PA	W14599900100100	30432048-DEEBEE DAOL	
	EC12302098	12/29/2020	45584495	CC003334852	EC	\$7,020.89	\$7,020.89	PA	W14599900100100	29002347-LNK PROPERTI	
	EC12271998	12/27/2019	42475381	CC002704911	EC	\$6,911.40	\$6,911.40	PA	W14599900100100	27800703-DEEBEE PLES.	
	EC12311898	12/29/2018	39594588	CC002215667	EC	\$6,731.06	\$6,731.06	PA	W14599900100100	26834423-LNK PROPERTI	
	EC12281798	12/27/2017	36622250	CC001792892	EC	\$1,692.78	\$1,692.78	PA	W14599900100100	25907857-LNK PROPERTI	
	EC12281698	12/28/2016	33578936	CC001441053	EC	\$1,610.99	\$1,610.99	PA	W14599900100100	25032067-LNK PROPERTI	
	IP04251698	04/23/2016	32189525	CC001313802	CR	\$1,759.76	\$1,759.76	PA	W14599900100100	24668133-GRISelda HUE	
	X0129152004	01/29/2015	28365127	02673	CH	\$5,825.93	\$1,564.99	PA	W14599900100100	HUERCA FERNANDEZ &	
	EC01311411	01/31/2014	25569125	CC000768236	CH	\$1,535.81	\$1,535.81	PA	W14599900100100	23006001-RICARDO HUEF	

Applied Total \$76,809.42



Legislation Text

File #: 22-424, 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

AGENDA LANGUAGE:

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

Recognition of the City of El Paso Environmental Services Department staff, led by Managing Director, Ellen Smyth, for their hard work, dedication and commitment to organize the 11th Annual Earth Day Celebration at the Municipal Services Center in District 7.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM**

DEPARTMENT: Mayor and Council

AGENDA DATE: Tuesday, April 12, 2022

CONTACT PERSON NAME AND PHONE NUMBER: City Representative Henry Rivera, District 7-915.212.0007

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 4 - Enhance El Paso's Quality of Life through Recreational, Cultural and 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.

Recognition of the City of El Paso Environmental Services Department staff, led by Managing Director, Ellen Smyth, for their hard work, dedication and commitment to organize the 11th annual Earth Day Celebration at the Municipal Service Department in District 7.

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?

On Saturday, April 2nd, 2022, ESD staff successfully organized and hosted the 11th annual Earth Day Celebration at the Municipal Service Center located in District 7.

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*****



Legislation Text

File #: 22-425, 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

AGENDA LANGUAGE:

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

Recognition of local artist, Cesar Inostroza, for successfully and beautifully sharing the mission of the City's Environmental Services Department through his newest mural "Symbiosis" located at the Municipal Services Center in District 7.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM**

DEPARTMENT: Mayor and Council

AGENDA DATE: Tuesday, April 12, 2022

CONTACT PERSON NAME AND PHONE NUMBER: City Representative Henry Rivera, District 7-915.212.0007

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 3 - Promote the Visual Image of El Paso
Goal 4 - Enhance El Paso's Quality of Life through Recreational, Cultural and 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.

Recognition of local artist, Cesar Inostroza, for successfully and beautifully sharing the mission of the City's Environmental Services Department through his newest mural "Symbiosis" located at the Municipal Service Center in District 7.

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?

On Saturday, April 2nd, 2022, local artist Cesar Inostroza unveiled his newest mural Symbiosis at the Municipal Service Center located in District 7. Through his mural, Cesar wanted to share the mission of the City's Environmental Services Department, "to provide waste management and environmental protection for a better quality of life in El Paso." Cesar successfully embodied the hard work that City employees at the Municipal Service Center do for our community every day.

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*****



Legislation Text

File #: 22-428, 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 Isabel Salcido, (915) 212-0005

Members of the City Council, Representative Peter Svarzbein, (915) 212-1002

AGENDA LANGUAGE:

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

Recognition of City Manager Tommy Gonzalez for being named the 2022 E. David Spong Lifetime Achievement Award recipient by the Malcolm Baldrige Foundation.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM**

DEPARTMENT: Mayor and Council

AGENDA DATE: Tuesday, April 12, 2022

CONTACT PERSON NAME AND PHONE NUMBER:

City Representative Henry Rivera, District 7- 915.212.0007
City Representative Isabel Salcido, District 5- 915.212.0005
City Representative Peter Svarzbein, District 1- 915.212.1002

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: All Goals

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.

Recognition of City Manager Tommy Gonzalez for being named the 2022 E. David Spong Lifetime Achievement Award recipient by the Malcolm Baldrige Foundation.

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?

El Paso City Manager, Tommy Gonzalez, has been named the 2022 E. David Spong Lifetime Achievement Award recipient by the Foundation for the Malcolm Baldrige National Quality Award.

The award recognizes exceptional leadership and management values and principles that inspire others and improve communities.

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*****



MAYOR
Oscar Leoser

CITY MANAGER
Tommy Gonzalez

CITY COUNCIL

District 1
Peter Svarzbein

District 2
Alexandra Annello

District 3
Cassandra Hernandez

District 4
Joe Molinar

District 5
Isabel Salcido

District 6
Claudia L. Rodriguez

District 7
Henry Rivera

District 8
Cissy Lizarraga

**NEWS
RELEASE**

01 / 28 / 2022

City Manager Receives Malcolm Baldrige Foundation's Lifetime Achievement Award

National Award Recognizes Extraordinary Leadership, Service, Commitment to Excellence

El Paso, Texas— El Paso City Manager, Tommy Gonzalez, has been named the 2022 E. David Spong Lifetime Achievement Award recipient by the Foundation for the Malcolm Baldrige National Quality Award.

The award recognizes exceptional leadership and management values and principles that inspire others and improve communities.

"This award is an opportunity to recognize, at the national level, the extraordinary work our City employees and our community partners are delivering for our residents and our region," said Gonzalez, who was appointed City Manager in June 2014. "This award brings well-deserved national recognition to our region, reflecting the work of our entire organization, which is made up of more than 6,000 team members. It also speaks to Council's undaunted commitment to provide exceptional services to the residents of El Paso."

For the City of El Paso, the national award is a notable recognition that further affirms the ongoing positive accolades El Paso has and continues to receive.

The Baldrige business model, which the City has been following for more than seven years, develops leaders and enables the City to save millions of taxpayer dollars and provide exceptional service for the citizens of El Paso.

The award is named in honor of the former President of Boeing Airlift and Tanker Programs, aerospace industry expert, Dr. E. David Spong. The award is presented annually to an individual who has made sustained contributions of leadership excellence with exceptional and far-reaching positive impact in organizations and communities, applying the Baldrige framework, in a manner worthy of recognition at the national level.

"Tommy has long been a proponent of the Baldrige framework and has applied its principles with great success, bringing excellence in service and improving the lives of people in El Paso and throughout Texas," said Al Faber, President and CEO of the Foundation for the Malcolm Baldrige National Quality Award.

Under Gonzalez's leadership, the City of El Paso has so far achieved \$227 million in cost savings. He has further strengthened El Paso's financial stability by eliminating a \$7.8 million General Fund deficit in 2014; eliminating a \$27 million operating deficit in the mass transit department; eliminating an annual \$1 million operating deficit at the City golf course; tripling the fund balance by increasing it by more than \$73 million; captured State sales taxes for downtown hotels revitalization; and led the City of El Paso team to achieve zero audit findings for five consecutive years.

The City now provides year-end reporting to the City Council and has had seven consecutive years of General Fund surplus—all leading to maintaining the city's double AA financial rating.

—more—



Media contact: Laura Cruz-Acosta
Strategic Communications Director
(915) 212-1071

Promoting **Transparent & Consistent Communication** Among All Members of the Community



MAYOR
Oscar Leaser

CITY MANAGER
Tommy Gonzalez

CITY COUNCIL

District 1
Peter Svarzbein

District 2
Alexsandra Annello

District 3
Cassandra Hernandez

District 4
Joe Molinar

District 5
Isabel Salcido

District 6
Claudia L. Rodriguez

District 7
Henry Rivera

District 8
Cissy Lizarraga

In 2019 and again in 2020, Gonzalez led his team in making national history, as the City of El Paso became the only municipality to earn the Texas Award for Performance Excellence from the Texas Quality Foundation for two consecutive years. The City also won the All-America City (AAC) Award in 2018 and 2020, and 2021; and was named an AAC finalist four years in a row.

Gonzalez continues working with community partners by sharing best practices, the Baldrige-based framework, and public engagement strategies with local school districts, the county hospital, a private hospital, county administration, the housing authority, and other nonprofit groups through the Communities of Excellence (COE) framework. The Communities of Excellence program is designed to serve multiple organizations by improving El Paso's quality of life, healthcare, and education. During fiscal year 2022, students from across the County of El Paso were trained on the City's budget resulting in a final presentation by a team of students to the City Council on the City's budget of approximately \$1 billion in operations and \$1 billion in capital expenditures.

Gonzalez was awarded the 2019 Baldrige Foundation Leadership Excellence Award in the Government sector by the Malcom Baldrige Foundation and the 2019 United States-Mexico Chamber of Commerce Border City Leadership Award. In June 2021, Gonzalez again made history, receiving an unprecedented and history-making invitation to serve a third term as chair of the Quality Texas Foundation Board of Directors.

Prior to working in El Paso, Gonzalez served as City Manager for the City of Irving, Texas. Under his leadership, the City of Irving earned the Texas Award for Performance Excellence from the Texas Quality Foundation. The City of Irving also won the Malcolm Baldrige National Quality Award, the nation's highest Presidential honor for performance excellence.

Gonzalez retired as a Lieutenant Colonel after serving 22 years in the U.S. Army. He holds a Master of Public Administration degree from Texas Tech University in Lubbock, Texas, and a Bachelor of Science degree from Eastern New Mexico University in Portales, New Mexico. He is a certified Lean Six Sigma Black Belt from the University of Texas in Austin.

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Media contact: Laura Cruz-Acosta
Strategic Communications Director
(915) 212-1071

Promoting **Transparent & Consistent Communication** Among All Members of the Community



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-414, 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

Destination El Paso, Brooke Underwood, (915) 534-0692

Destination El Paso, Jose Garcia, (915) 534-0667

AGENDA LANGUAGE:

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

The securing of the Texas Democratic Party's 2024 State Convention.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: Destination El Paso

AGENDA DATE: 04/12/2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBR: Brooke Underwood (915) 534-0692 / Jose Garcia (915) 534-0667

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 1 - Create an Environment Conducive to Strong Sustainable E

SUBGOAL: 1.2 Enhance visitor revenue opportunities

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.

Management Update: Texas Democratic Party's 2024 State Convention

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?

Briefing regarding the bid process, the securing of the convention and the impact it will contribute to the City of El Paso.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

No prior action. This is only an indepth briefing of the event and its estimated impact.

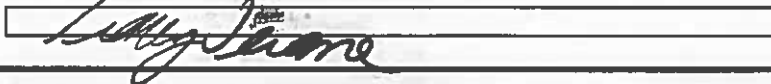
AMOUNT AND SOURCE OF FUNDING:

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?

The incentive package offered by Destination El Paso will be part of that FY's operating budget.

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-400, 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, K. Nicole Cote, (915) 212-1092

AGENDA LANGUAGE:

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

Budget Update.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: April 12, 2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER: K. Nicole Cote, City Manager's Office (915) 212-1092

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: 6. Set the Standard for Sound Governance and Fiscal Management

SUBGOAL: N/A

SUBJECT: Budget Update

BACKGROUND / DISCUSSION:

Budget Update

PRIOR COUNCIL ACTION: N/A

AMOUNT AND SOURCE OF FUNDING: N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: City Manager's Office - Office of Management and Budget

SECONDARY DEPARTMENT: All City

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



(If Department Head Summary Form is initiated by Purchasing, client
department should sign also)



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-355, 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.

Update on the state of homelessness in El Paso.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: April 12, 2022
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 8.1 – 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.
Update on the state of homelessness in El Paso.

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?

This is a quarterly update to the City Council on the state of homelessness in El Paso.

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

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ 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)



Legislation Text

File #: 22-411, 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.

Presentation and update on the AmeriCorps Retired and Senior Volunteer Program and the Foster Grandparent Program.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: Community + Human Development

AGENDA DATE: 4/12/22

CONTACT PERSON/PHONE: Nicole Ferrini, Director 915-212-1659

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL 8: Nurture and Promote a Healthy, Sustainable Community

SUBJECT:

Presentation and update on the AmeriCorps Retired and Senior Volunteer Program and the Foster Grandparent Program

BACKGROUND / DISCUSSION:

This will be a staff presentation and update on the AmeriCorps Retired and Senior Volunteer Program (RSVP) and the Foster Grandparent Program (FGP). The RSVP and FGP program is sponsored through the City of El Paso's Community and Human Development Department.

April is Community Development Month and as part of this month's activities, Community Development would like to share the important work that the FGP and RSVP did during the COVID 19 pandemic. April is also known as Americorps Week, where we provide recognition and awareness to national service.

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

N/A


BOARD / COMMISSION ACTION:

N/A

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD:



APPROVED FOR AGENDA:

CITY MANAGER: _____

DATE: _____



Legislation Text

File #: 22-409, 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, Joaquin Rodriguez, (915) 328-8731

AGENDA LANGUAGE:

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

An Ordinance amending various sections of Title 19 (Subdivision and Development Plats), to adopt the El Paso Street Design Manual, to update references to the design standards for construction to the street design manual, and to update standards of construction for streets. The Penalty is as provided in Chapter 19.42 of the El Paso City Code.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: April 12, 2022

PUBLIC HEARING DATE: April 26, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Joaquin Rodriguez, 915-328-8731

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 3 – Promote the Visual Image of El Paso

SUBGOAL: 3.2 - Set one standard for infrastructure across the city

SUBJECT:

APPROVE an ordinance amending various sections of Title 19 (Subdivision and Development Plats), to adopt the El Paso Street Design Manual, to update references to the design standards for construction to the street design manual, and to update standards of construction for streets.

BACKGROUND / DISCUSSION:

Street Design Manual Adoption: The City of El Paso Street Design Manual adopts new design standards for street construction related to new development and street reconstruction projects. The new standards are characterized by context sensitive standards and a kit of parts approach informed by the future land use map to build street cross sections in a context sensitive manner. The Street Design Manual utilizes newly proposed context areas derived from future land use map designations to create area specific standards for street design elements that are consistent with and representative of existing and expected land use scenarios.

In general, the new standards prioritize pedestrian safety and a complete streets approach to street design. Additional standards are included to implement the city's adopted bike plan.

Title 19 Amendments: In order to adopt the proposed street Design Manual and implement the proposed design standards amendments to Title 19 are required to redirect numerous existing references to the design standards for construction (DSC) to appropriate sections of the Street Design Manual (SDM). Additionally, the design standards for construction will become an integral chapter within the Street Design Manual and have also been amended to reflect the new design guidelines.

An amendment is also proposed to allow for implementation of an expanded array of bicycle facility standards consistent with the City of El Paso Bike Plan. These standards are proposed in chapter 4.7 of the proposed Street Design Manual and consistent with the NACTO Urban Bikeway Design Guidelines (2012).

PRIOR COUNCIL ACTION:

City Plan Commission Recommendation – Dec 2, 2021: Approval (7-0)

AMOUNT AND SOURCE OF FUNDING:

N/A

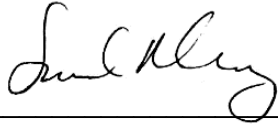
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? XXX YES ___ NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT: Planning & Inspections

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

A handwritten signature in black ink, appearing to read "Sam Rodriguez", is written over a horizontal line.

(Sam Rodriguez, P.E.)

ORDINANCE NO. _____

AN ORDINANCE AMENDING VARIOUS SECTIONS OF TITLE 19 (SUBDIVISION AND DEVELOPMENT PLATS), TO ADOPT THE EL PASO STREET DESIGN MANUAL, TO UPDATE REFERENCES TO THE DESIGN STANDARDS FOR CONSTRUCTION TO THE STREET DESIGN MANUAL, AND TO UPDATE STANDARDS OF CONSTRUCTION FOR STREETS. THE PENALTY IS AS PROVIDED IN CHAPTER 19.42 OF THE EL PASO CITY CODE.

WHEREAS, the City wishes to adopt the El Paso Street Design Manual to provide requirements for the design and construction of streets;

WHEREAS, the El Paso Street Design Manual is aimed at planning and producing context sensitive, functional and sustainable streets for everyone; and

WHEREAS, the Design Standards for Construction will be included as a chapter in the El Paso Street Design Manual.

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

SECTION 1. The City Council adopts the El Paso Street Design Manual attached to this ordinance as Attachment “A”. The Street Design Manual, as attached to this ordinance, amends the Designs Standards for Construction previously adopted by City Council and incorporates the Design Standards for Construction into the El Paso Street Design Manual as a chapter within the El Paso Street Design Manual. Title 19 (Subdivision and Development Plats) is amended to add an Appendix 113 – Street Design Manual as shown in Attachment “A” of this ordinance.

SECTION 2. Title 19 (Subdivision and Development Plats), Article 1. (Platting Procedures), Chapter 19.01 (Provisions Applicable to all Platting Procedures), Section 19.01.010 (Authority, purpose and applicability), subsection (D) (Subdivision plat and development plat rules) is amended to read as follows:

- D. Subdivision plat and development plat rules. The provisions of this title, the standards governing water and wastewater facilities applicable to plats, and the technical standards contained in the City of El Paso Street Design Manual (SDM), as developed by the city manager or designee and adopted by ordinance by the city council and as may be amended from time to time, constitute the subdivision and development rules of the City of El Paso, which apply to applications for plat approval inside city limits and within the city's extraterritorial jurisdiction. The SDM shall be maintained by and be available in the planning division of the planning and inspections department. Other ordinances of the city may also apply to land development and must be complied with.

SECTION 3. Title 19 (Subdivision and Development Plats), Article 1. (Platting Procedures), Chapter 19.02 (Land Studies), Section 19.02.030 (Decision) is amended to read as follows:

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19.02.030 - Decision.

- A. The City Plan Commission shall decide whether to approve, approve with conditions, or deny the land study application.
- B. Prior to the decision, the City Plan Commission shall be provided with a full copy of the land study and all related documents that are needed to make a decision as to compliance with this title.
- C. Where the City Plan Commission conditionally approves or disapproves a land study application, the City Plan Commission shall provide the applicant a written statement of the conditions for the conditional approval or reasons for disapproval that clearly articulates each specific condition for the conditional approval or reason for disapproval. Each condition or reason specified in the written statement must:
 - 1. Be directly related to the requirements in Title 19 and specifications contained in the City of El Paso Street Design Manual (SDM); and
 - 2. Include a citation to the law, including a statute or municipal ordinance, that is the basis for the conditional approval or disapproval; and
 - 3. May not be arbitrary.
- D. After the conditional approval or disapproval of the land study, the applicant may resubmit the land study along with a written response that clearly articulates how each condition for conditional approval or each reason for disapproval has been remedied.
- E. The City Plan Commission shall determine whether to approve or disapprove the applicant's previously conditionally approved or disapproved land study within fifteen days of receipt of resubmission and written response.
- F. It shall be the responsibility of the subdivider to ensure that the land study satisfies all the requirements of the city code, the SDM and any other regulatory requirement.

SECTION 4. Title 19 (Subdivision and Development Plats), Article 1. (Platting Procedures), Chapter 19.02 (Land Studies), Section 19.02.040 (Criteria for approval) is amended to read as follows:

19.02.040 - Criteria for approval.

- A. Factors. The following criteria shall be used to determine whether an application for a land study shall be approved, approved with conditions, or denied:
 - 1. The land study is consistent with all zoning requirements for the property, and any approved development agreement;
 - 2. The proposed provision and configuration of arterial and collector roads, water, wastewater, drainage and park and open space facilities are adequate to serve each phase of the subdivision and generally meet the standards of this title, the SDM and any other applicable standards or requirements of the city;
 - 3. The schedule of development assures that the proposed development will progress to completion within the schedule proposed;

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4. The proposed land study conforms to the district and is consistent with the incorporated concept plan, if any;
 5. The location, size and sequence of the phases of development proposed assures orderly development of the land subject to the plat;
 6. Where the proposed development is located in whole or in part in the extraterritorial jurisdiction of the city in El Paso County, the proposed land study meets any County of El Paso standards; and
 7. The land study is consistent with the adopted comprehensive plan, except where application of the plan conflicts with state law.
- B. Conditions. In addition to any other conditions required to conform the land study to the standards of this title, the city plan commission may condition approval on exclusion of land from the land study or adjustments in the proposed sequence or timing in the proposed phases of the development.

SECTION 5. Title 19 (Subdivision and Development Plats), Article 1. (Platting Procedures), Chapter 19.03 (Preliminary Plats), Section 19.03.020 (Application and procedures), Subsection (D) is amended to read as follows:

- D. Preliminary engineering information in accordance with the SDM checklists meeting the submission requirements must also be submitted with the preliminary plat application.

SECTION 6. Title 19 (Subdivision and Development Plats), Article 1. (Platting Procedures), Chapter 19.03 (Preliminary Plats), Section 19.03.030 (Decision) is amended to read as follows:

19.03.030 - Decision.

- A. Review and Determination. The City Plan Commission shall review all preliminary plat applications, findings of the staff, findings of the city manager, or designee regarding compliance with staff recommendations, and any other information available. From all such information, the commission shall determine whether the preliminary plat as shown on the application meets the standards of this title.
- B. Approval or Denial. The City Plan Commission shall decide whether to approve, approve with conditions, or deny the preliminary plat application within thirty days from determination that the application is complete in accordance with Section 19.37.020. The action of the commission shall be entered in the minutes of the commission and the applicant shall be notified of the results.
1. All changes or conditions required by the City Plan Commission as part of the preliminary plat approval shall be made a part of the record and any final plat or final subdivision improvement plans shall meet those required changes or conditions.
 2. On a preliminary plat with significant changes, the City Plan Commission may at the time a preliminary plat is approved subject to conditions, require a revised preliminary plat to be resubmitted.
 3. Where the City Plan Commission conditionally approves or disapproves a preliminary plat application, the City Plan Commission shall provide the applicant a written

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statement of the conditions for the conditional approval or reasons for disapproval that clearly articulates each specific condition for the conditional approval or reason for disapproval. Each condition or reason specified in the written statement must:

- a. Be directly related to the requirements in Title 19 and specifications contained in the City of El Paso Street Design Manual (SDM); and
 - b. Include a citation to the law, including a statute or municipal ordinance, that is the basis for the conditional approval or disapproval; and
 - c. May not be arbitrary.
4. After the conditional approval or disapproval of the preliminary plat application, the applicant may resubmit the preliminary plat along with a written response that clearly articulates how each condition for conditional approval or each reason for disapproval has been remedied.
 5. The City Plan Commission shall determine whether to approve or disapprove the applicant's previously conditionally approved or disapproved preliminary plat within fifteen days of receipt of resubmission and written response.
 6. It shall be the responsibility of the subdivider to ensure that the preliminary plat satisfies all the requirements of the city code, the SDM and any other regulatory requirement.

SECTION 7. Title 19 (Subdivision and Development Plats), Article 1. (Platting Procedures), Chapter 19.03 (Preliminary Plats), Section 19.03.040 (Criteria for approval), subsection (G) is amended to read as follows:

- G. The preliminary plat conforms to the design requirements and construction standards as set forth in the City of El Paso Street Design Manual (SDM);

SECTION 8. Title 19 (Subdivision and Development Plats), Article 1. (Platting Procedures), Chapter 19.04 (Final Plat), Section 19.04.030 (Decision), subsection (B) is amended to read as follows:

- B. Approval or Denial. The City Plan Commission shall decide whether to approve, approve with conditions, or deny the final plat application. Upon approval of the final plat, the applicant shall correct and submit final plat copies to the city manager or designee so that required signatures can be obtained and recording completed. The reasons for any action taken by the commission, whether a final plat is approved, denied, or approved with conditions, shall be entered in the minutes of the commission.
 1. All changes or conditions required by the City Plan Commission as part of the final plat approval shall be made a part of the record.
 2. On a final plat with significant changes, the City Plan Commission may at the time a final plat is approved subject to conditions, require a revised final plat to be resubmitted.
 3. Where the City Plan Commission conditionally approves or disapproves a final plat application, the City Plan Commission shall provide the applicant a written statement of the conditions for the conditional approval or reasons for disapproval that clearly

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articulates each specific condition for the conditional approval or reason for disapproval. Each condition or reason specified in the written statement must:

- a. Be directly related to the requirements in Title 19 and specifications contained in the City of El Paso Street Design Manual (SDM); and
 - b. Include a citation to the law, including a statute or municipal ordinance, that is the basis for the conditional approval or disapproval; and
 - c. May not be arbitrary.
4. After the conditional approval or disapproval of the final plat application, the applicant may resubmit the final plat along with a written response that clearly articulates how each condition for conditional approval or each reason for disapproval has been remedied.
 5. The City Plan Commission shall determine whether to approve or disapprove the applicant's previously conditionally approved or disapproved final plat within fifteen days of receipt of resubmission and written response.
 6. It shall be the responsibility of the subdivider to ensure that the final plat satisfies all the requirements of the city code, the SDM and any other regulatory requirement.

SECTION 9. Title 19 (Subdivision and Development Plats), Article 1. (Platting Procedures), Chapter 19.04 (Final Plat), Section 19.04.040 (Criteria for approval), subsection (B), subsubsection (7) is amended to read as follows:

7. The plat conforms to design requirements and construction standards as set forth in the City of El Paso Street Design Manual (SDM); and

SECTION 10. Title 19 (Subdivision and Development Plats), Article 1. (Platting Procedures), Chapter 19.04 (Final Plat), Section 19.04.070 (Plat recordation), subsection (C) and subsection (D), are amended to read as follows:

- C. Submittal of record plat where improvements have been installed. Where public improvements have been installed and approved for acceptance by the city prior to recording of the plat, the property owner, developer or contractor shall submit a maintenance bond in accordance with Chapter 19.08 of this article from each contractor, one sealed set of "as built" plans in accordance with the SDM or record drawings (submitted as mylars), and an electronic copy of all plans (in a format as determined by the city manager or designee), together with a letter stating the contractors' compliance with Chapter 19.08 of this article, and bearing sealed certification by an engineer that all public improvements have been constructed in compliance with all city construction standards. The property owner also shall submit copies of the approved final plat, revised to reflect the "as built" plans or record drawings, in the format and number as required by the city manager or designee.
- D. Submittal of record plat where improvements have not been installed. Where public improvements have yet to be completed in connection with an approved final plat, the

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property owner shall submit in the format and number as set forth in the SDM, the approved final plat, revised to reflect any changes required by the city plan commission.

SECTION 11. Title 19 (Subdivision and Development Plats), Article 1. (Platting Procedures), Chapter 19.08 (Construction Plans and Management), Section 19.08.010 (Subdivision improvement plans) is amended to read as follows:

19.08.010 - Subdivision improvement plans.

- A. Purpose. The purpose of subdivision improvement plans is to assure that public improvements required to be installed in order to serve a subdivision or a development are constructed in accordance with all standards of this title.
- B. Application contents. When required by this title either prior to or at the time of submission of an application for final plat approval by the City Plan Commission or by staff where administrative approval is authorized, the number of sets of subdivision improvement plans required by the SDM shall be submitted to the city manager or designee for review for code compliance. All applications shall be submitted on a form supplied by the planning official with the required information as stated on the application form. The subdivision improvement plans shall be submitted for the entire area covered by the subdivision application, and shall comply with all provisions of this title and the SDM. The final subdivision improvement plans including paving and stormwater engineering shall be submitted in one package and be approved or approved with conditions prior to the final plat recordation in accordance with this title. The subdivider shall provide and the subdivision improvement plans shall contain all applicable improvements required by this title and the SDM, including but not limited to the following details:
 - 1. Grading and slope stabilization as regulated by Chapter 18.44;
 - 2. Drainage facilities;
 - 3. Water and wastewater plans, except water and wastewater plans in developments to be served by EPWU, which shall comply with subsection C below;
 - 4. Streets and other rights-of-way (including sidewalks); on subdivisions within the city limits, sidewalks may be deferred until building permits are requested for a residential lot, except sidewalks at the rear of double frontage lots must be installed, inspected, approved and accepted by the city prior to building permits being issued;
 - 5. Bikeway and transit improvements (where applicable);
 - 6. Survey monuments;
 - 7. Street lights;
 - 8. Traffic control signs and traffic signalization; traffic calming devices (where applicable);
 - 9. Landscaping; on subdivisions within the city limits, landscape (street trees) may be deferred until building permits are requested for a residential lot, except landscape at the rear of double frontage lots must be installed, inspected, approved and accepted by the city prior to building permits being issued;

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10. Curb ramps; on subdivisions within the city limits, curb ramps may be deferred until building permits are requested for a residential lot, except curb ramps at the rear of double frontage lots must be installed, inspected, approved and accepted by the city prior to building permits being issued;
11. Street pavement markings;
12. Parkland and open space; and
13. Provisions for arroyo protection.

It is the developer and his engineer's responsibility to put the plans together into one package and follow-up on their review. Incomplete plans shall be returned to the applicant.

C. The subdivider shall provide complete EPWU approved water and wastewater design plans on or before the final plat is submitted to the CPC. The subdivider shall have the option of using one of two processes for completion of the plans:

1. EPWU prepares complete water and wastewater plans meeting EPWU requirements and standards.
2. The subdivider's engineer prepares water and wastewater plans meeting TCEQ and EPWU requirements and submitting those plans to EPWU for approval. Upon approval by EPWU the water and wastewater plans shall be provided to the city. The EPWU shall have fifteen business days to accept the plans or reject the plans with comments for corrections. Failure to act within this timeframe shall permit the subdivider to proceed in accordance with Section 19.08.010(E)(3). This option to the subdivider shall not apply if any off-site extension or capital improvement infrastructure, master plan land studies, or any on-site oversized facilities to serve any areas adjacent to the subdivision are required.
3. Plans will not be approved and the plat will not be recorded until water and wastewater designs meet TCEQ and EPWU/PSB design standards.

D. Phasing plan. Where phasing is proposed for the construction and installation of the required subdivision improvements, approval of a phasing plan shall be required, provided, that all of the subdivision improvements are completed within the time period specified herein. The city manager or designee may approve, disapprove or conditionally approve the phasing proposed if the proposed phasing will provide for the orderly development of the subdivision with adequate access to all improvements. No phasing plan shall be approved unless each phase has a complete drainage system, or security for all improvements that are not completed in the initial phase is provided in accordance with the methods and amount in Section 19.08.040 A.1., 2., or 3. No temporary drainage structures will be allowed. If the property contains an arroyo or flow path that requires improvements, security in accordance with the methods and amounts stated in Section 19.08.040 shall be provided regardless of the phasing, unless the improvements to the arroyo or flow path are completed in the initial phase. Where the city manager or designee disapproves a phasing plan, the subdivider may appeal the decision to the City Plan Commission upon a written request submitted to the city manager or designee. Whether or not the city manager or designee approves phasing at the time of the construction plan submission, a subdivider may request phasing and submit a phasing plan at any time prior to the expiration of the time period for completion of the subdivision improvements, or any authorized extension. A phasing plan submitted and

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approved by the city manager or designee after the approval of the construction plan submission, shall be considered an authorized amendment to the subdivision improvement plans and such approved phasing plan shall be attached to and incorporated as part of the approved subdivision improvement plans.

E. Responsible Official and Decision.

1. The city manager, or designee, shall be the responsible official for approval of subdivision improvement plans.
2. For subdivision improvement plans submitted following approval of a preliminary plat, the city manager, or designee shall provide the applicant or applicant's representative a determination of completeness as specified in Section 19.37.020.
3. The city manager, or designee shall decide whether to approve, approve with conditions, or deny the subdivision improvement plan application within thirty days from determination that the application is complete in accordance with Section 19.37.020.
4. Failure of the city manager or designee or EPWU, when applicable, to approve, approve with conditions, or deny the subdivision improvement plan application within the prescribed thirty days from the date that the submission is accepted for completeness, shall permit the subdivider to proceed with the construction of the subdivision improvements pursuant to the plans submitted; except that a subdivider may authorize in advance, or during the review, an extension to the prescribed time period for additional review by the city manager or designee or EPWU, when applicable. The request for a time extension may be for a period not to exceed thirty days and shall be provided in writing by a subdivider prior to the expiration of the prescribed review period. It shall be the responsibility of the subdivider to ensure that the subdivision improvement plans meet or exceed all the requirements of the City Code, EPWU requirements and any other regulatory requirements.
5. Distribution and Review. Once the subdivision improvement plans are approved, the property owner shall provide additional sets of the approved plans to the city, as specified by the city manager, or designee, for use during construction. A full set of the city approved and stamped subdivision improvement plans must be available for inspection on the job site at all times.

F. Notification. The city manager, or designee, shall notify the applicant in accordance with Section 19.38.040 that the subdivision improvement plans are approved for construction. The city manager or designee shall also forward a written certification to all affected departments and agencies advising of the approval of the subdivision improvement plans. The certification shall identify the subdivision name, legal description, and acreage for which the approval was granted.

G. Revised Plan Submission. In cases of conditional approval or disapproval of the subdivision improvement plan application, the process is as follows:

1. The city manager or designee shall provide the applicant a written statement of the conditions for the conditional approval or reasons for disapproval that clearly articulates each specific condition. Each condition or reason specified in the written statement must;

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- a. Be directly related to the requirements in Title 19 and specifications contained in the City of El Paso Street Design Manual (SDM); and
 - b. Include a citation to the law, including a statute or municipal ordinance, that is the basis for the conditional approval or disapproval; and
 - c. May not be arbitrary.
 2. If the conditions of approval or disapproval of the plans require revision(s) to the subdivision improvement plans, one set shall be marked with objections noted (on the plans themselves) and returned to the applicant for correction.
 3. The applicant's engineer shall then correct the plans as requested and resubmit the appropriate number of sets required by the SDM of subdivision improvement plans to the city manager or designee for decision. The resubmission of the plans shall be accompanied by a written response that clearly articulates how each condition for conditional approval or each reason for disapproval has been remedied.
 4. The city manager or designee shall determine whether to approve or disapprove the applicant's previously conditionally approved or disapproved subdivision improvement plans within fifteen days of receipt of resubmitted plans and written response. Failure of the city manager or designee to approve or disapprove within the prescribed period, shall permit the subdivider to proceed with the construction of the subdivision improvement plans pursuant to the plans submitted. It shall be the responsibility of the design engineer to certify and ensure that the subdivision improvement plans satisfy all the requirements of the city code, the SDM and any other regulatory requirement.
 5. A copy of any subdivision improvement plans submitted within the extraterritorial jurisdiction, after approval by the city manager or designee, shall be forwarded to the county road and bridge administrator.
 6. Additional copies may be requested by the city manager or designee for informational purposes and review by other agencies.
 7. The city will not require non-engineering related significant changes in the final subdivision improvement plans or final plat approval that contradict the preliminary plat approval, reserving the right to address life safety or other significant issues that should have been addressed in the preliminary plat.
- H. Criteria for Approval. The city manager, or designee, shall render a decision on the subdivision improvement plans in accordance with the following criteria:
1. The plans are consistent with the approved preliminary plat, and the proposed final plat;
 2. The plans conform to the development standards, and standards for adequate public facilities contained in this title; and
 3. The plans conform to the specifications contained in the City of El Paso Street Design Manual (SDM).
- I. Approval Required. Approval of subdivision improvement plans authorizes the property owner to install public improvements in rights-of-way and/or easements offered for

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dedication or previously dedicated to the public under an approved preliminary or final plat for which site preparation and other required permits have been approved.

- J. Acceptance Required. Acceptance of the subdivision improvements shall authorize the recording plat submission pursuant to this title. Where the city manager or designee has authorized public improvements to be deferred, the final plat may be approved, recorded and foundation or building permits may be issued, in accordance with Section 19.08.040.
- K. If the city is unable to comply with the time requirements specified in this chapter due to unforeseeable causes beyond the control and without the fault or negligence of the city, including, but not restricted to, acts of God, or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, orders of any kind of the government of the United States or the State of Texas, operation of law, disturbances, explosions and severe weather, such time restrictions shall be suspended until such time that the inability to perform due to the unforeseeable cause no longer exists.

SECTION 12. Title 19 (Subdivision and Development Plats), Article 1. (Platting Procedures), Chapter 19.08 (Construction Plans and Management), Section 19.08.050 (Inspection and acceptance of public improvements), Subsection (A) (Entry and Inspections), subsection (1) is amended to read as follows:

- 1. The city manager, or designee shall inspect the construction of improvements while in progress as well as upon completion. Construction shall be in accordance with the approved subdivision improvement plans. The city manager or designee shall have the right to enter upon the subdivision site for the purpose of conducting inspections. The city manager or designee shall provide for the inspection of required subdivision improvements during construction to insure general conformity with plans and specifications as approved. If the city manager or designee finds, upon inspection, that any of the required subdivision improvements have not been constructed in accordance with the subdivision improvement plans, this title or the SDM, then the subdivider shall be responsible for making the necessary changes to insure compliance. Any significant change in design required during construction shall be made by the subdivider's engineer, and shall be subject to prior approval by the city manager or designee. If the city manager, or designee finds upon inspection that any of the required public improvements have not been constructed in accordance with the approved subdivision improvement plans, the property owner shall be responsible for completing and/or correcting the public improvements.

SECTION 13. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.09 (General Requirements), Section 19.09.030 (Conformance to plans), is amended to read as follows:

19.09.030 - Conformance to plans.

- A. Conformance. Proposed capital improvements serving new development shall conform to and be properly related to the public facilities elements of the city's adopted comprehensive plan, other adopted master plans for public facilities and services including parks and open

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space, bikeway and transit, and applicable capital improvements plans, and shall meet the service levels specified in such plans.

- B. Thoroughfare Plan (Map) Amendments. No final plat shall be approved for any subdivision within the city or its extraterritorial jurisdiction until the applicant has made adequate provision for thoroughfares as shown on the thoroughfare plan (Map) as approved by the city. The thoroughfare plan is a guide for the roadway connections and types that will be needed in the future. Subject to city manager, or designee approval, as long as the connection is made, whether or not it is close to the exact alignment shown on the thoroughfare plan, no thoroughfare plan amendment should be necessary. The design and construction of the proposed thoroughfare shall be in conformance with the city's master plans for thoroughfares and with the City of El Paso Street Design Manual (SDM), and shall be subject to approval by the city manager or designee. If a different roadway type is found to be adequate or if the connection is not proposed to be made, then the thoroughfare plan shall be amended, upon provision of a traffic impact analysis of the proposed amendment in accordance with Chapter 19.18.
- C. Water and Wastewater Plans. No final plat shall be approved for any subdivision within the city or its extraterritorial jurisdiction until the applicant has made adequate provision for a water system and a sanitary wastewater system of sufficient capacity to adequately provide service to all tracts and lots within the area to be subdivided. The design and construction of the water system and of the sanitary wastewater system to serve the subdivision shall be in conformance with the El Paso Water Utilities master plans and construction standards for water and wastewater facilities and with the rules and regulations of the Public Service Board/El Paso Water Utilities and with the City of El Paso Street Design Manual (SDM), and shall be subject to approval by the utility manager. Subdivisions either in the ETJ or recently annexed and that are not served by the EPWU but by other systems shall either meet the same EPWU requirements or the requirements of the other utility provider but also be subject to approval by the city manager or designee.

SECTION 14. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.11 (Extraterritorial Jurisdiction (ETJ) Standards), Section 19.11.010 (General Provisions), subsection (A) is amended to read as follows:

- A. Owners of property within the extraterritorial jurisdiction who propose a subdivision of land shall be subject to the provisions of this chapter. The regulations contained within Chapter 19.01 and including the Street Design Manual (SDM), shall be applicable except as modified by this chapter.

SECTION 15. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.11 (Extraterritorial Jurisdiction (ETJ) Standards), Section 19.11.020 (Water and wastewater service), subsection (C), subsubsection (1) is amended to read as follows:

- 1. Final engineering report. The final plat shall be accompanied by an engineering report regarding the availability and methodology of providing wastewater treatment service prepared, meeting the requirements of the SDM, and bearing the signed and dated seal of a professional engineer registered in the State of Texas.

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SECTION 16. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.12 (Water), Section 19.12.020 (El Paso Water Utilities System), is amended to read as follows:

19.12.020 - The El Paso Water Utilities System.

- A. Installation of Water Facilities. Where water is to be provided through the EPWU system, the developer shall install adequate water facilities, including fire hydrants, in accordance with the current rules and regulations for public water systems of the TCEQ, the rules and regulations of the El Paso Water Utilities/Public Service Board (EPWU/PSB) and the firefighting standards of the Texas Board of Insurance, and the standards and specifications of the city and EPWU.
- B. Facilities for Health and Safety Emergencies; Alternative Water Sources. All water facilities connected to the EPWU water system shall be capable of providing water for health and emergency purposes, including fire protection. Water supply facilities shall be in accordance with city and EPWU. The design and construction of water system improvements and alternative water sources shall also comply with the following standards:
 - 1. Design and construction of a water source on the site shall be in accordance with applicable regulations of the TCEQ.
 - 2. Design and construction of water service from the EPWU shall be in accordance with the standards in the city's SDM and of EPWU.
 - 3. Design and construction of a fire protection and suppression system shall be in accordance with the standards of the SDM, the EPWU, the city's adopted fire code, Chapter 9.52 of the code and be approved by the city manager, or designee, utility manager and fire department.

SECTION 17. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.14 (Utilities Generally), Section 19.14.005 (General Provisions), Subsection (B), subsection (1) is amended to read as follows:

- 1. The placement and separation of the various utilities within an easement or right-of-way shall conform to the Development Standards for Construction contained in the SDM. The placement and separation of water and wastewater utilities shall also conform to the requirements of the Texas Commission on Environmental Quality (TCEQ).

SECTION 18. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.14 (Utilities Generally), Section 19.14.020 (Utility location policies), is amended to read as follows:

19.14.020 - Utility location policies.

- A. Placement. It is in the city's best interest to coordinate and regulate the placement of utilities within public rights-of-way or public or private easements. Such regulations and coordination shall be managed under the general standards of this chapter.

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B. Standards.

1. Public street rights-of-way shall be the preferred location for all utility extensions to the extent reasonably possible.
2. In order to accommodate the multiple public and franchise utilities within the public street right-of-way, there shall be a minimum amount of unpaved right-of-way outside of and in addition to the right-of-way covered by street paving, sidewalk and curb-and-gutter in accordance with the SDM street cross sections and requirements. This unpaved area may be between the curb and sidewalk or on the outside of the sidewalk. The minimum roadway cross sections in Chapter 19.15 have been designed with a minimum area behind the curb, and sufficient right-of-way to meet this requirement in accordance with the SDM shall be dedicated to accommodate over-width sidewalks, bikeways, or any surface improvement.
3. Easements on private property may be used in the following instances and under conditions specified therein:
 - a. For pedestal, transformer and utility hut pads;
 - b. Where special developments (i.e., cluster subdivisions and planned development districts) occur;
 - c. Where public or private streets are platted lacking sufficient parkway to install required and franchise utilities and, even then, such easements as needed shall be provided adjacent and parallel to the street;
 - d. Where on-site ponding is proposed and the parkway is proposed to be removed to accommodate the on-site ponding, then the utilities must be located in an adjacent easement;
 - e. Where unusual circumstances prevent use of the public right-of-way or private street; and
 - f. Easements shall be a minimum of ten feet on private property, or as specified by the utility provider utilizing the easement.
4. Prior to the pavement installation, the subdivider shall obtain a written release from each utility provider indicating that required utility installation is complete. Subdividers shall provide such release to the city.
5. A joint trench for electric and communication utilities shall be provided, in accordance with the SDM. Separate trenching for electric and communication utilities will be allowed only:
 - a. In the mountain development area, in accordance with Chapter 19.24;
 - b. For individual street crossings;
 - c. For service drops;
 - d. Where existing service feeds or sources are coming from demonstrably different directions;
 - e. In replats where existing utilities are in separate trenches.

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6. Conduit, to accommodate electric, telephone and cable television service lines at street crossings extending from closures on one side of the street, shall be provided. Utilities shall meet the locational criteria, if any, contained in the SDM.

SECTION 19. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.15 (Roadways), Section 19.15.010 (Adequacy of streets and thoroughfares), is amended to read as follows:

19.15.010 - Adequacy of streets and thoroughfares.

- A. Responsibility for Adequacy of Streets and Thoroughfares. The property owner shall assure that the subdivision is served by adequate streets and thoroughfares, and shall be responsible for the costs of rights-of-way and street improvements, in accordance with the following policies and standards, and subject to the city's cost participation policies on oversized facilities. Additional right-of-way may be required at some street intersections to accommodate utilities, sidewalks, traffic control devices and/or sight distances.
- B. General Adequacy Policy. Every subdivision shall be served by improved streets and thoroughfares adequate to accommodate the vehicular, bicycle and pedestrian traffic to be generated by the development. Adequacy as it relates to public improvements including roadways is attained by complying with the requirements and standards of this title, the SDM and all related city ordinances. Proposed streets shall provide a safe, convenient and functional system for traffic circulation; shall be related to the city's thoroughfare plan, road classification system, comprehensive plan and any amendments thereto; and shall be appropriate for the particular traffic characteristics of each development.
- C. Road Network. New subdivisions shall be supported by a road network having adequate capacity, ingress/egress, safe and efficient traffic circulation and roadway network connectivity. The adequacy of the road network for developments that meet the requirements of Section 19.18.010(B), traffic impact studies (TIA), shall be demonstrated by preparation and submission, prior to or along with land study or the preliminary plat application, of a traffic impact analysis prepared in accordance with Chapter 19.18 (Traffic Impact Analysis). The study shall address accommodating traffic generated by the development, land to be developed in common ownership and other developed property.
 1. In the event the property to be developed is intended as a phase in a larger development project, or constitutes a portion of the land to be ultimately developed, the city manager, or designee may require a demonstration of adequacy pursuant to this article for additional phases or portions of the property as a condition of approval for the proposed preliminary plat.
- D. Major and minor arterials, collectors and other thoroughfares appearing on the city's adopted bike plan shall have bicycle facilities installed in accordance with the Street Design Manual. For major and minor arterials, collectors and other thoroughfares not appearing on the city's adopted bike plan, bicycle facilities may be constructed on one side or both sides of the street.

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- E. Traffic Calming. Traffic calming may be provided by the developer or may be required in accordance with the adopted Neighborhood Management Policy and in accordance with the SDM by the city manager or designee.

SECTION 20. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.15 (Roadways), Section 19.15.020 (Subdivider responsibility), Subsection (B), subsubsection 3 is amended to read as follows:

3. Alleys. Where provided, alleys shall be installed and improved in accordance with all standards required by this title and the SDM. Alleys shall be provided by and at the expense of the subdivider.

SECTION 21. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.15 (Roadways), Section 19.15.050 (General Requirements), is amended to read as follows:

19.15.050 - General requirements.

- A. Approach Roads and Access shall comply with the SDM.
- B. Roadway Network Connectivity shall comply with the SDM.
- C. Off-Site Improvements shall comply with the SDM.
- D. Street right-of-way dedication shall comply with the SDM.
- E. Street Construction shall comply with the SDM.
- F. Intersection Improvements and Traffic Control Devices shall comply with the SDM.
- G. Private Streets shall comply the SDM.
- H. Access Management. Roadway access management standards and requirements related to TXDOT roadways and city roadways shall be in accordance with the SDM.
- I. Exceptions to these requirements shall comply with the SDM. The Street design manual allows for flexibility in street design in cases where the proposed subdivision is constrained by topographic features, existing development, or other impassable features, as determined by the city manager or designee.

SECTION 22. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.15 (Roadways), Section 19.15.060 (Street Standards), is amended to read as follows:

19.15.060 - Street standards.

- A. SDM Standards Met. In addition to the requirements of the City of El Paso Street Design Manual (SDM), the requirements of the street standards in this chapter shall be met.

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B. Projections and Related Requirements. Where adjoining un-subdivided areas exist, the subdivision street arrangement shall make provision for projection of streets into such areas. Dead-end streets shall otherwise be prohibited, except where projections into un-subdivided land are necessary or where turnarounds are provided in accordance with the SDM. Private streets shall not be allowed to project beyond the subdivision boundary, and therefore shall not be allowed to dead-end at the subdivision boundary.

C. Transitions of Right-of-Way Width shall comply with Street Design Manual.

D. Lots accessing arterial streets shall comply with Street Design Manual.

E. Right-of-way Widths. Street right-of-way widths shall be as shown in the SDM

F. Construction of Streets. All streets shall be constructed in accordance with paving widths and specifications as set forth in the SDM of the City of El Paso at the time at which any required application is officially submitted and deemed a complete application, in accordance with the vesting provisions of this title.

1. Intersections of major and minor arterials shall be constructed with concrete in accordance with the SDM, unless a specific exception is granted by the CPC and upon the affirmative recommendation of the city engineer or other designee of the city manager.

2. All other streets may be constructed with asphalt in accordance with the SDM.

G. Street Grades and Horizontal Curves. Minimum and maximum street grades and horizontal curves will conform to standards set forth in the SDM and the American Association of State Highway and Transportation Officials (AASHTO).

H. Street Signs. Street signs shall be installed by the developer at all intersections within and abutting the subdivision. These signs shall be of a type approved by the city, and shall be installed according to city standards and in conformance with the Texas Manual on Uniform Traffic Control Devices.

I. Streetlights. Streetlights shall be installed in accordance with the SDM.

J. Screening Along Roadways. Screening requirements for roadways shall be in accordance with the zoning districts and requirements outlined in the zoning ordinance.

K. Pedestrian Connectivity. Pedestrian connectivity and access shall be provided between subdivisions, schools (where access is allowed by the school district), cul-de-sac (i.e., bulb-to-bulb access) and park and open space areas. In cases where a subdivision is constructed in a location that is adjacent to another subdivision, pedestrian access shall be provided such that adjacent development can connect to such access at a later date, when development occurs. Gated subdivisions, subdivisions with severe topography problems or subdivisions where such connectivity may interfere with Arroyo or sensitive environmental protection may be exempt from this requirement upon approval by the city plan commission.

L. Conformance with the Comprehensive Plan. Streets and the layout of streets shall be consistent with the adopted comprehensive plan, and specifically the adopted Major Thoroughfare Plan.

M. Reserve Strips. Reserve strips controlling access to streets shall be prohibited except where their control is required by the city and approved by the city plan commission.

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SECTION 23. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.15 (Roadways), Section 19.15.070 (Intersections, half-streets), is amended to read as follows:

19.15.070 - Intersections, half-streets

A. Street intersections and half streets shall comply with the SDM.

SECTION 24. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.15 (Roadways), Section 19.15.080 (Street Length), is amended to read as follows:

19.15.080 - Street length

A. The length of any block or street segment shall comply with the SDM.

SECTION 25. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.15 (Roadways), Section 19.15.090 (Cul-de-sac streets), is amended to read as follows:

19.15.090 - Cul-de-sac streets

A. Cul-de-sac streets shall comply with the SDM.

SECTION 26. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.15 (Roadways), Section 19.15.100 (Dead-end streets), is amended to read as follows:

19.15.100 – Dead-end streets

A. Dead-end streets shall comply with the SDM.

SECTION 27. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.15 (Roadways), Section 19.15.110 (Street width and design), is amended to read as follows:

19.15.110 - Street width and design

A. Pavement widths and designs of right of way shall comply with the City of El Paso Street Design Manual.

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SECTION 28. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.15 (Roadways), Section 19.15.120 (Street off sets), is amended to read as follows:

19.15.120 - Street offsets

- A. Street offsets shall comply with the SDM.

SECTION 29. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.15 (Roadways), Section 19.15.130 (Curbs and gutters), is amended to read as follows:

19.15.130 - Curbs and gutters.

Curbs and Gutters. Curbs and gutters shall be installed according to the provisions of this chapter and to the SDM. Combination curb and gutter improvements shall be provided to mark the edge of pavement and carry off surface water, as set forth below:

- A. Beside Freeways. The subdivider shall be required to install curbs along the outside lanes in rights-of-way designated for freeways, as per the TXDOT approval or construction plans.
- B. Beside Arterial and Collector Streets. The subdivider shall install curbs on both sides of all arterial and collector streets within the subdivision, and on one side of all such streets at the subdivision boundary.
- C. Beside Local Streets. The subdivider shall install curbs on both sides of all local streets within the subdivision and at subdivision boundaries, except for existing boundary streets, in which case curb and gutter installation shall be required on the subdivision side only.
- D. At Street Intersections. The minimum curvature of curbs at street intersections shall be as prescribed in the SDM and shall maintain proper stopping sight distance as determined by the latest edition of AASHTO's "A policy on Geometric Design of Highways and Streets."

SECTION 30. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.15 (Roadways), Section 19.15.140 (Street names and addresses), is amended to read as follows:

19.15.140 - Street names and addresses

- A. Street names and addresses shall comply with the SDM.

SECTION 31. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.15 (Roadways), Section 19.15.160 (Alleys), is amended to read as follows:

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19.15.160 – Alleys

- A. Alleys shall comply with the SDM.

SECTION 32. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.16 (Streetlighting) is amended to read as follows:

Chapter 19.16 - STREETLIGHTING

19.16.010 – Streetlighting

- A. Streetlighting shall comply with SDM Chapter 7.

19.16.020 - Custom lighting.

- A. The subdivider may elect to provide custom lighting in lieu of the required standard streetlighting, subject to the approval of such lighting by the city manager or designee. Custom lighting shall be furnished and installed to meet the approved standards of Title 18 of this City Code and the SDM.
- B. Where custom lighting is approved within the street right-of-way, the city or county shall be liable for the costs of electrical energy of the custom lighting provided that the following conditions are met:
1. A separate rate can be charged to the city by the electric utility for the custom lighting proposed; and
 2. The total rate charged to the city is equal to or less than the rate for electrical energy for standard streetlighting.
- C. If a subdivider elects to provide and install custom lighting, a public improvement district (or other such private entity) shall be created which will be perpetually liable for all costs associated with the maintenance of the lighting fixtures. Where the city is not liable for the costs of electrical energy from the custom lighting as provided in this subsection, the public improvement district shall also be liable for the electrical energy costs of the custom lighting.
- D. An agreement between the city and the public improvement district shall be required which makes adequate provision to indemnify and hold the city harmless from any claims which may arise from the custom lighting, whether within or outside of the public right-of-way. The agreement shall provide that the city may require that any or all of the installed custom lights be removed, at the public improvement district expense, when a finding is made by the city council or county commissioners' court based on a recommendation of the city engineer or other designee of the city manager or county engineer that the custom lighting creates a nuisance or is unsafe. Upon such a finding, standard streetlighting pursuant to this chapter shall be required to be furnished and installed to replace the custom lighting.
- E. The city shall reserve the right to review and approve all such provisions of the agreement. The agreement shall accompany the subdivision improvement plan

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submission. Restrictive covenants which include the provisions for continuous lighting and perpetual maintenance of the custom streetlights shall be recorded by the subdivider concurrently with the subdivision.

- F. Where custom lighting is provided, the subdivider or public improvement district shall notify the electric utility before any work is commenced at any streetlight location.
- G. Custom streetlighting placed within the public right-of-way shall meet the lumen level required in the DSC and provide roadway coverage meeting or exceeding that provided by standard streetlighting. Lighting outside the right-of-way shall meet the lumen level and coverage requirements of the DSC.

SECTION 33. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.17 (Driveways) is amended to read as follows:

Chapter 19.17 - DRIVEWAYS

19.17.010 – Driveways

- A. Driveways shall comply with the SDM.

SECTION 34. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.19 (Stormwater Management Requirements), Section 19.19.010 (General provisions), Subsection A, subsection 3 is amended to read as follows:

- 3. Establish minimum post-development stormwater management standards and design criteria to be adopted via a Drainage Design Manual (DDM) as part of the Street Design Manual (SDM);

SECTION 35. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.20 (Parks and Open Space), Section 19.20.010 (Policy Plan and Purpose) is amended to read as follows:

19.20.010 - Policy plan and purpose.

- A. Purpose. This chapter is adopted to provide recreational areas as a function of subdivision development in the City of El Paso. This article is enacted in accordance with the home rule powers of the City of El Paso granted under the Texas Constitution, and the statutes of the State of Texas, including, but not by way of limitation, V.T.C.A. Local Government Code, Chapter 212. It is declared by the city council that recreation areas in the form of neighborhood parks, community parks that serve several neighborhoods, linear parks, trails, and open space areas are necessary and in the public welfare, and that the only adequate procedure to provide for same is by integrating such a requirement into the procedure for planning and developing property or subdivisions in the city, whether such development consists of new construction on vacant land or the addition of new construction or redevelopment on existing developed lands.

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- B. Neighborhood parks, community parks, linear parks, trails and open space areas referred to in this chapter are those parks providing for a variety of outdoor recreational opportunities and within convenient distances from the majority of the residences to be served thereby. The primary cost of those parks should be borne by the ultimate property owners who, by reason of their proximity to such parks, shall be the primary beneficiaries of such facilities.
- C. The requirements for parkland are based in part on the standards, needs and objectives set forth in the El Paso Parks and Recreation Master Plan, routinely amended and adopted by the city council, a copy of which shall be retained in the office of the director of parks and recreation and which shall be incorporated by reference herein for all purposes. Therefore, the requirements in this code and any requirements in the SDM are adopted to effect the purposes stated above and shall apply to any development within the City of El Paso, except as noted therein

SECTION 36. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.20 (Parks and Open Space), Section 19.20.030 (Parkland calculation), subsection B, is amended to read as follows:

- B. Types of parkland that may be dedicated. The following park configurations of land may be proposed by the subdivider to meet the dedication requirements of this chapter. The lands to be dedicated and the type of dedication to be provided shall be based on the affirmative recommendation of the director of parks and recreation and the approval of the city plan commission.

If the parks director does not provide an affirmative recommendation, the developer may appeal the parks director's decision. The parks director shall provide to the developer, in writing, the reasons for the denial. The appeal will require the developer to file with the planning director an appeal within fifteen business days from receiving the parks director's decision. The appeal shall be accompanied by the following:

- (a) A thirty-day waiver of the thirty-day statutory requirement for approval of the subdivision plat.
- (b) The reasons for the appeal. Upon receipt of the appeal, the planning director shall place the appeal on the next available city plan commission meeting. The city plan commission may overturn the parks director's decision by a super majority, which shall be three fourths of the city plan commission present and voting. In determining whether to overturn the parks director's decision, the city plan commission shall consider any evidence presented by the developer and parks director. In no instance can the city plan commission modify or vary any City Code requirements.

An alternative type of dedication may be recommended by the director of parks and recreation, based on the specific nature of the subject property. Any dedication that is proposed shall meet the requirements of Section 19.20.050, Standards, except as noted in this chapter.

- 1. Neighborhood parks. Lands for parks that serve a neighborhood shall be of the quantity determined by the density of the residential subdivision submitted pursuant to Section

19.20.030. The developer may satisfy Section 19.20.030 by providing multiple park sites that comply with Section 19.20.050, for a residential subdivision application.

2. Dual park-pond. Parks and drainage retention or detention ponds may be placed side by side or combined to provide for larger and more efficient park and open space lands for neighborhoods.

Conceptual cross-sections for park-pond areas are included in the subdivision standards. These conceptual drawings are intended to serve as a guideline to the designer, and modifications that meet or exceed the intent of this chapter are encouraged. All park-pond designs shall be approved by the director of parks and recreation and the city engineer or city floodplain administrator.

- a. Park-ponds requirements. For purposes of this subsection, the ponding area proposed for use as a park-pond shall require an affirmative approval for park usage by the director of the parks and recreation department, subject to the provisions below being met. Where acceptable, the pond portion of the park may count towards the required parkland dedication amount at ratio of one acre of park-pond for every one acre of required parkland dedication, subject to the following requirements being met.
 - i. To be considered as a park-pond, the proposed facility must be located no further than one-half mile from all residences that it is intended to serve. The street frontage for the park-pond shall be continuous along one complete side of the park or thirty-five percent of the park perimeter whichever is greater.
 - ii. Flat perimeter areas on the rim of the ponding basin shall be provided. These shall be a minimum of ten feet in width from the edge of the pond slope to the nearest property line to allow for a trail, landscaping and pond maintenance requirements. If abutting a seven-foot sidewalk or trail the flat perimeter area shall be a minimum of five feet. Wider and variable width areas are preferred to create a more parklike appearance.
 - iii. A park-pond shall have a flat contiguous park area adjacent to the detention/retention basin that is not subject to periodic inundation (ten-year storm frequency). This area shall be a minimum of one-half acre in size or larger, including the area of the one closest adjacent perimeter flat zone. This area shall meet the minimum improvements requirements set forth in Section 19.20.050 B. as may be found to be warranted and applicable to a park-pond by the director of parks and recreation. For park-ponds where the pond portion is over two and one-half acres in size, the size of the upper area shall be at least twenty percent of the area of the pond. This area shall be shaped to accommodate the placement of permanent park structures such as play features, multi-purpose courts and shade pavilions.
 - iv. Side slopes in park-ponds shall not exceed a maximum three to one horizontal to vertical slope. Flatter side slopes are recommended.
 - v. If a two tier park-pond is designed, then the lower tier flat area shall not be less than twenty percent of the upper tier flat area.

- vi. The maximum depth of the pond portion of a park-pond shall not exceed ten feet for a two tier park-pond and six feet for a one tier park-pond.
 - vii. Perimeter areas around the pond shall be planted to create an attractive buffer zone around the park-pond. Plant materials and required irrigation system(s) must be installed and operational at the time the city accepts the facility. All irrigation and planting shall meet the park facilities standards referenced in Section 19.20.050.
 - viii. Signs shall be provided to inform the public of the dual park-pond purpose and to notify them of the potential safety hazard from stormwater detention/retention.
 - ix. Percolation tests at the bottom of the park-pond basin shall be performed according to ASTM 5126. Stormwater shall percolate within seventy-two hours or as may be approved by the city engineer or other designee of the city manager.
 - x. A fully accessible route that meets Americans with Disabilities Act (ADA) standards to the lower park area in the basin of the pond shall be provided.
 - xi. Grading, irrigation and turf in accordance with Section 19.20.050 B.3.d.
 - xii. Credit may be provided for that portion of the park-pond that exceeds the amount of parkland required to be deeded to the city pursuant to this title if the credit to be derived is within the same park zone and upon the affirmative recommendation of the director of parks and recreation.
- b. Other ponds not serving as park ponds. Shall meet minimum placement, setback and landscaping requirements as established by the City of El Paso Stormwater Drainage Manual.
3. Linear park corridors and trail development. Trail corridors may be dedicated and constructed by the subdivider, and may serve as credit against required parkland, subject to the following conditions being met:
- a. Where adjacent to private property lines on either side of the corridor, the trail corridor shall be a minimum of thirty feet in width;
 - b. Where the trail corridor is adjacent to a permanently preserved corridor such as a drainage channel or natural open space, the additional trail corridor width may be reduced to fifteen feet. A minimum of ten feet from the nearest edge of the trail adjacent to a private property line shall be maintained except where separated from such private property by a wall;
 - c. If the trail corridor is located adjacent to a street right-of-way, the trial corridor shall be a minimum of fifteen feet in width as measured from the adjacent back of curb. The additional portion of the corridor that is outside of the street right-of-way and that is a minimum of five feet in width shall be credited as lands meeting the parkland dedication requirements of Section 19.20.030.
 - d. Trails shall be a minimum of eight feet in width. Narrower trails will not count as credit towards parkland requirements. Trail surface material shall follow the

requirements of the City of El Paso Park Development Standards. The City of El Paso may elect to contribute to the cost of the trail if a width wider than eight feet is deemed appropriate for that specific location;

- e. Public access points to the corridor shall be provided at regular intervals. The linear areas adjacent to the corridor shall have open space, street ROW, or other opportunities for immediate and safe ingress/egress along at least seventy-five percent of the corridor length on one side or the other;
 - f. A zone that is a minimum of five feet wide along each side of the trail shall be improved with a natural non-irrigated landscape treatment, following guidelines contained in the parks facility standards referenced in Section 19.20.050.
 - g. Trails may be built on power line or other utility corridors, but in cases with corridor lands whose ownership is not fully transferable to the City of El Paso, only the lands under built trails and those improved areas meeting the requirements of this subsection will count towards the parkland dedication requirements of this chapter. In such cases, the easement holder or right-of-way owner must provide legal acceptance allowing the trail to be built with free public access provided in perpetuity;
 - h. Trail standards in this title and in the SDM may be modified by the city plan commission based upon the recommendation of the director of parks and recreation;
 - i. Trail corridor lighting shall not be required where earthen trails are provided nor where corridors are located in public right-of-way and street lighting is provided. Otherwise lighting may be required by the director of parks and recreation or designee in accordance with the parks facilities standards, the SDM and the provisions of the Dark Skies section of Title 18.
4. Open space lands and arroyos - types of land that are noted as areas that should be preserved in the El Paso Open Space Master Plan, such as natural Arroyos, may be used to meet the land dedication requirements of this chapter:
- a. For purposes of this subsection, the area open space to be used in applying the reduction shall be the acreage that is deemed acceptable for preservation by the director of the parks and recreation department and approved by the city plan commission;
 - b. Open space lands will not be required to meet the minimum development standards of Section 19.20.050.
 - c. One acre of open space dedication will count as one-half of an acre of required parkland dedication;
 - d. Other open space lands, such as Arroyos, that exceed the parkland requirements of this chapter, may be accepted by the City of El Paso. The City of El Paso will assume maintenance of these areas.

SECTION 37. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.20 (Parks and Open Space), Section 19.20.050 (Standards for deeded parkland), is amended to read as follows:

19.20.050 - Standards for deeded parkland.

A. General characteristics. Parkland deeded to the city as provided in this chapter shall meet the standards set forth below and in the SDM:

1. The parkland shall be placed in a location near the center of the subdivision or subdivisions that it serves, with the expressed goal that the park is no further than one-quarter mile measured by walking distance from any residence within the subdivision that it serves;
2. Where the subdivision is an initial phase of multiple phases, the park may be located so that it is accessible to the future phases, provided that the park meets the requirements of Subsection A.1. above;
3. Parklands submitted for dedication shall be located so that users are not required to cross arterial roads to access the park site from within the subdivision, and shall not abut an arterial except in the following circumstances:
 - a. Parks over twelve acres may abut an arterial on one side; or
 - b. The arterial has no more than four lanes and has on-street parking; or
 - c. Parks permitted in Section B.4.a (Alternate Park Type Table).
4. If the park is one acre or larger, the entire boundary of the parkland shall abut either a public or private street, dedicated open space or arroyo. Parks of less than one acre shall abut a public or private street, dedicated open space or arroyo on at least two sides. Buildings on lots that have frontage on streets that abut the park shall face the park. Residential lots may abut parkland provided that the subdivider incorporates the following standards:
 - a. Pedestrian connectivity between the parkland and adjacent lots is provided,
 - b. That a front build-to line, in accordance with the zoning ordinance, is delineated on the plat so that residential structures face the park, and
 - c. The park site shall share at least one boundary line with a public or private street;
5. The parkland should, when possible, be located adjacent to school sites, ponding areas, or public open space to facilitate shared facilities;
6. When parkland is deeded to the city as required by this title, the area of the park shall be calculated from the nearest property line or street right-of-way line, and not from the existing or proposed curb line of an adjacent street, unless park features are incorporated into the parkway, subject to an affirmative recommendation by the director of parks and recreation and approval by the city plan commission. Sidewalks and signs shall not count as park features that allow the inclusion of the parkway area as part of the park area calculation; and

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7. Where possible, and as approved by the director of the parks and recreation department, parkland shall be designed and located within a subdivision to allow for an extension or connection to a public park or other public recreational facility within an abutting subdivision.
- B. Minimum improvements for lands to be dedicated as parklands. Parkland deeded to the city shall meet the following minimum improvements described by this subsection.
1. The subdivider shall indicate the proposed parkland improvement(s) within the subdivision improvement plans as required in Section 19.08.010.
 2. Construction of the required minimum parkland improvement(s) shall be in accordance with the approved subdivision improvement plans, and shall be completely installed and constructed by the subdivider within the time period specified for construction of subdivision improvements in this title.
 3. An improved park shall, at a minimum, include the following:
 - a. Paving frontage, curbing, and gutter for all street frontages abutting the outside perimeter of the parkland;
 - b. Utility (water, sanitary sewer and electricity) extensions to the perimeter of the park at a location indicated by the director of parks and recreation and that are consistent with published EPWU rules;
 - c. An accessible route shall be installed per the Texas Accessibility Standards (TAS) on all street frontages abutting the outside perimeter of the parkland of a minimum width and construction to provide accessibility to individuals with disabilities as provided by the Texas Accessibility Standards (TAS). The sidewalk alignment and width shall be approved by the director of parks and recreation;
 - d. Grading, automatic irrigation and turf within the parkland boundaries shall be installed prior to the acceptance of the proposed parkland submittal. The design and installation shall be approved by the director of the parks and recreation department. The city plan commission may, upon an affirmative recommendation from the director of the parks and recreation department, allow parkland to remain undisturbed in its natural state;
 - e. One age appropriate play structure unit entirely covered by a metal shade canopy, for either ages two—five years or ages five—twelve years, with a minimum 50-foot by 50-foot user zone, from an approved park department list of acceptable alternatives, including an appropriate safety surface that meets industry requirements. If a play structure already exists within a dedicated park within one-fourth mile, other comparable amenities entirely covered by a metal shade canopy of comparable size may be provided such as basketball courts, outdoor exercise stations, splash pads, or picnic tables.
 - f. A minimum of two accessible shaded picnic tables, or four benches or a combination of benches and tables, per acre on concrete pads;
 - g. A minimum of one trash can per acre on a concrete pad;

- h. Pedestrian-oriented perimeter lighting along adjacent public and private street rights-of-way and one light at the playground or focal point of the park;
 - i. Where open space lands to be left in an undisturbed state are accepted as required parklands, grading, automatic irrigation and turf establishment requirements shall be waived;
 - j. Standards.
 - i. Facilities and improvements provided by a subdivider on lands dedicated as parkland shall be designed and installed to meet the minimum standards of this chapter, the SDM and the parks and recreation department as established in the parks facilities standards, a copy of which is maintained by the director of the parks and recreation department. The parks facilities standards shall be approved by the city plan commission and the city council. The parks facilities standards may be changed from time to time, but each change shall be approved by the city plan commission and the city council.
 - ii. Facilities and improvements of a park developed for and owned by the city, regardless of whether the project is developed through City of El Paso Engineering and Capital Construction or the project is developer-generated, shall be designed and installed to meet the minimum standards of the following, or as otherwise approved by the director of the parks and recreation department, in accordance with related federal, national, state, or local codes, including but not limited to the following:
 - 1. International Play Equipment Manufacturer's Association (IPEMA);
 - 2. Consumer Product Safety Commission (CPSC) Handbook for Public Safety;
 - 3. American Society for Testing and Materials (ASTM);
 - 4. Accessibility Standards for Play Areas through the ADA Accessibility Guidelines (ADAAG);
 - 5. Illuminating Engineering Society of North America (IESNA RP-6-01);
 - 6. Sports Turf Management Association (STMA); and
 - 7. American Society for Testing and Materials (ASTM F08).
 - k. Street trees shall be provided in the parkway abutting the park at twenty-foot intervals. If the park does not abut street ROW on all sides, in addition to the street trees, shade trees shall be provided at a minimum of ten trees per one-fourth acre.
4. The subdivider may use one or more of the designs in the approved alternate park type table (a) and shall receive full credit towards parkland dedication requirements (unless otherwise stated in the table), provided all requirements listed in the table are met. In developments larger than thirty acres, at least two different park types are required.

Alternate Park Type Table:

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Park Type	Tot. Lot	Pocket Park	Green	Plaza	Square
Size	< ¼ acre	¼—½ acre	½—8 acres	¼—2 acres	½—5 acres
Location	Residential/Commercial/ Mixed Use	Residential/Commercial/ Mixed Use	Low-Medium Density Residential	Commercial/ Mixed Use/High Density Residential @ Intersection of roads on the City's MTP with street frontage on 4 sides; abutting buildings must face the plaza.	Mixed Use/High Density Residential @ Intersection of roads on the City's MTP with street frontage on 4 sides; abutting buildings must face the square.
Requirements	B.3.a-k;	B.3.a-k; except that e. (play structure) is required in a residential area; but any of the following may be substituted in a commercial or mixed-use area: basketball court, outdoor exercise stations or gazebo with a combined structured shade area at least 900 sf & 4 picnic tables or benches or a combination.	B.3.a-k; except that the following may be substituted with approval of Parks Director for e. (play structure) when a play structure within a dedicated park already exists within ¼ mile of the green: basketball	B.3.a-d, f- k; primarily hardscape surface; a focal point must be provided (such as a fountain or water feature or gazebo with a combined structured shade area at least 900 sf & 4 picnic tables or benches or a combinatio	B.3.a-d, f- k; a focal point must be provided (such as a fountain, water feature, splash pad, outdoor exercise stations or gazebo with a combined structured shade area at least 900 sf & 4 picnic tables, benches or a

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			courts, outdoor exercise stations, splash pad, gazebo with a combined structured shade area at least 900 sf & 4 picnic tables or benches or a combination, trails, amphitheatres.	n).	combination).
Optional	N/A	Up to 10% of the dedicated acreage may be landscaped with shrubs, screenings or crushed rock.	Up to 10% of the dedicated acreage may be landscaped with shrubs, screenings or crushed rock.	Up to 10% of the dedicated acreage may be landscaped with shrubs, screenings or crushed rock.	Up to 10% of the dedicated acreage may be landscaped with shrubs, screenings or crushed rock.
Conditional	N/A	N/A	10-30% of the dedicated acreage may be open space left in an undisturbed state depending on topography, wildlife habitat, or	N/A	N/A

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			aesthetic value; up to 50% credit for open space subject to approval of Parks Director.		
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5. The subdivider shall be required to submit development construction plans that conform to this title, the SDM and the parks and recreation department design, construction and specification standards. The parks and recreation department will review the construction documents for compliance with city park construction requirements. The developer must agree to standard city construction inspections of the park improvements.
- C. Exceptions. For purposes of this chapter, off-site dedications accepted pursuant to Section 19.20.080 shall not be required to satisfy the requirements of subsection (B)(3) of this section at the time of acceptance of the deed by the city. The city shall require the approval of a development agreement as a condition of acceptance of an off-site dedication, requiring such improvements within two years of the recording of the first subdivision plat within the development by the property owner who deeded the parkland, or a subsequent purchaser.

SECTION 38. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.21 (Sidewalks), Section 19.21.020 (General requirements), is amended to read as follows:

19.21.020 - General requirements.

General Requirements. The following general requirements and the requirements contained in the street design manual (SDM) apply to the provision of all sidewalks throughout the city and ETJ.

- A. Standards Not Otherwise Specified. Where facility standards and requirements are not otherwise specified within this chapter, the design of pedestrian facilities shall follow the City's Code, Title 13.04, the Street Design Manual (SDM) and other city Sidewalk Design Standards and applicable state and federal laws and regulations.
- B. Maintenance. All sidewalks, sidewalk amenities, and landscaping in the right-of-way shall be maintained by the adjoining property owner unless otherwise specifically provided for by public policy.
- C. Location and Width of Sidewalks. Unless noted otherwise:
 1. Sidewalks shall have a minimum clear path width of a minimum of five feet on local streets in all zoning districts primarily intended for single-family residential

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development when located adjacent to the property line. Sidewalks located next to the curb along local streets shall be a minimum five feet in width. Sidewalks along arterials shall have a minimum of five feet in width;

2. Sidewalks shall have a minimum clear path width of a minimum of five feet in all other locations;
 3. Sidewalks in areas determined to be high pedestrian traffic areas or pedestrian-oriented developments by the CPC may be required to be wider than the minimum widths listed herein by the CPC;
 4. Sidewalks shall be located in existing areas to match the width and location of existing walks of the block in which they are located. Vacant blocks shall comply with the sidewalk requirements of this title;
 5. Sidewalks shall not be located next to the curb on collectors or arterial streets except when an exception is approved by the CPC or designee at the time of subdivision plat approval. Such exception shall be in accordance with Chapter 19.48 and due to actual physical or topographic constraints. Sidewalks on TXDOT facilities shall be as approved by TXDOT;
 6. Sidewalks may be required to improve connectivity between subdivisions, to schools, parks, bus stops and retail areas by the CPC at the time of plat approval;
 7. The CPC may approve alternative sidewalk design and locations at the time of plat approval including meandering or curvilinear sidewalks provided such design and location meets the intent of this title.
- D. Timing of Improvements. The timing of sidewalk construction shall be as required by this chapter and Title 13.04, unless a developer agreement between the property owner and the city provides for alternative timing for construction or security has been provided in accordance with this title.
- E. Internal Pedestrian Circulation. In addition to sidewalks within the right-of-way, internal pedestrian circulation shall be provided in new development or redevelopment serving any nonresidential and at any governmental facility, school, church, or other place of public assembly. Sidewalks shall be installed to connect all buildings to one another and to parking areas and to connect the development to the public street system. All such sidewalks shall be protected from encroachment by parked vehicles.
- F. Curb ramps shall be provided within a street right-of-way wherever an accessible route for pedestrians (sidewalk or pedestrian way) is required. The design and construction of curb ramps shall be in accordance with the SDM and shall comply with the Texas Accessibility Standards.
- G. Compliance with SDM. Sidewalks shall be constructed in compliance with the standards in the City of El Paso SDM and Chapter 13.04.

SECTION 39. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.21 (Sidewalks), Section 19.21.050 (Waivers and deviations), is amended to read as follows:

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19.21.050 - Waivers and deviations.

- A. Waivers. A complete waiver of the requirement for sidewalks should be rare and allowed only where there are extreme factors. The waiver shall be approved by the city plan commission at the time of plat approval upon a favorable recommendation of the city manager, or designee and shall be documented with supporting data that indicates the basis for the decision.
- B. Deviations. Deviations from these requirements and the SDM and other city Sidewalk Design Standards may be allowed by the city manager or designee as part of site plan review when necessary due to the physical circumstance of the street or when necessary to accomplish adopted development goals of the city.
 - 1. The specific nature and justification for any deviation must be documented and authorized in writing by the city manager or designee.
 - 2. Deviations should be minimal and consist primarily of changes to required width of clear path or alignment within the right-of-way.
 - 3. Deviations shall not allow a minimum clear path width of less than three feet.

SECTION 40. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.23 (Easements, Block and Lot Design and Improvement Standards), Section 19.23.040 (Lots-Determination and regulation of size), Subsection (H), subsection (1) is amended to read as follows:

- 1. Single-family or duplex double frontage lots shall be prohibit, except where they may be essential to provide separation of single-family or duplex residential development from arterial streets, or to overcome a specific disadvantage or hardship imposed by topography or other factors. Such double frontage lots allowed within the city limits shall provide hardscape improvements to the parkway as set forth in the SDM, to be maintained by the city

SECTION 41. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.23 (Easements, Block and Lot Design and Improvement Standards), Section 19.23.050 (Monuments and Markers) is amended to read as follows:

19.23.050 - Monuments and markers.

- A. Requirements. The location of all monuments shall be in accordance with the SDM and is subject to approval by the city manager or designee.

SECTION 42. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.26 (Alternative Subdivision/Smart Code Designs), Section 19.26.040 (Alternative subdivision improvement design), is amended to read as follows:

19.26.040 - Alternative subdivision improvement design.

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- A. Intent. This chapter contains the regulations for the alternative subdivision improvement design procedure. These regulations are supplemented and qualified by additional general regulations appearing elsewhere in this title, which are incorporated as part of this chapter by reference. It is in the intent of the alternative subdivision improvement design procedure to allow one or more alternative improvement designs to those required in this title and the SDM to be utilized in a comprehensive manner throughout a proposed development, provided the improvements meet the intent and have the same or higher level of service or adequacy of the original required improvement. It is not the intent of the alternative subdivision improvement design procedure to allow an inferior improvement to the original one required by this title for the purpose of reducing costs.
- B. Application. An application for the alternative subdivision improvement design procedure shall be submitted at the time of preliminary plat application, along with a subdivision improvement plan showing the proposed changes. Subdivision improvement plans in accordance with this title with the proposed alternative subdivision improvement design clearly designated shall be provided in order for the designated staff to make an evaluation of the proposal. Engineering or other studies should be provided to establish that the proposal meets the intent of this title and provides the same level or greater of protection, service or adequacy of the original requirement. The alternative subdivision improvement design will be reviewed under the provisions outlined in Chapter 19.03, Preliminary Plats, of Section 19.08.010, subdivision improvement plans, as amended, as well as provisions outlined in this chapter. All applications shall be submitted on a form supplied by the planning official with the required information as stated on the application form and meeting the administrative submission requirements available in the office of the planning official.
- C. Based on Engineering. Decisions regarding the design of various physical improvements in a subdivision should be based on engineering or other studies. Thus, while this code provides standards for design, the regulations are not a substitute for sound engineering judgment. Therefore, a licensed engineer may submit alternative designs to be reviewed and considered by the city manager or designee.
- D. Relationship to Standards in Chapter 19.15, Roadways. If the proposed alternative design is approved by the city manager or designee, then the applicable provisions of Chapter 19.15 shall be deemed to have been met. If the proposed alternative design standards are not approved by the city manager or designee, then the standards contained within Chapter 19.15 shall apply.
- E. Relationship to All Other Improvement Standards. If the proposed alternative subdivision improvement design is determined to meet or exceed the standard for such improvement contained in this title and the SDM and approved by the CPC upon recommendation of city manager or designee, then the applicable provisions of this title shall be deemed to have been met. If the proposed alternative design standards are determined not to be the equivalent of the standard contained in this title and not approved by the city manager or designee, then the standards contained within this chapter shall apply.

SECTION 43. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.26 (Alternative Subdivision/Smart Code Designs), Section 19.26.050 (Form based/smart code subdivisions), is amended to read as follows:

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19.26.050 - Form based/smart code subdivisions.

- A. Standards. In cases where the applicant for subdivision approval is currently zoned in a smart code district as set forth in Title 21 of the city code, the applicant must comply with the standards set forth in Section 19.26.050, the Street Design Manual (SDM) of Title 19 and the standards set forth in Title 21, smart code. Where the standards conflict, the standards set forth in the smart code provisions prevail. Applicants whose property is zoned in a smart code district are required to utilize the following standards contained in Title 21, Smart Code, Tables:

Table 3A — Vehicular Lane Dimensions; 3B — Vehicular Lane and Parking Assemblies

Table 4A — Public Frontages - General

Table 4C — Thoroughfare Assemblies

Table 17 — Turning Radius

Table 13 — Civic Spaces

- B. Applicability of Form Based and Smart Code Provision.

1. Subdivision with Smart Code Zoning In Place: In cases where the applicant for subdivision approval is currently zoned in a smart code district as set forth in Title 21 of the city code, then where such provisions conflict with provisions contained in Section 19.26.050 and the Street Design Manual , the smart code provisions shall prevail, otherwise, the standards set forth in section 19.26.050 and the Street Design Manual shall apply.
2. Properties Seeking Zoning Approval: In unplatted properties in which the applicant is seeking zoning approval for districts set forth in the form based/smart code section of Title 21 of the city code, and is proposing to use form based code/smart code standards in their plat and subdivision improvement drawings, then the applicant shall utilize the form based code/smart code standards set forth in Title 21, Smart Code, Section 19.26.010, and the Street Design Manual (SDM).

SECTION 44. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.26 (Alternative Subdivision/Smart Code Designs), Section 19.26.060 (Approval), is amended to read as follows:

19.26.060 - Approval.

- A. Infill Development. The city plan commission, as part of the preliminary plat approval, may approve, approve with conditions or deny the proposed infill development, provided it meets all the requirements in this chapter. Since the applicant is assured of approval of a preliminary plat that meets the requirements of this title, the CPC is not obligated to approve an infill development. It is the applicant's obligation to document to the CPC that the infill development meets the intent of this chapter and is a better quality development than would

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otherwise be developed. Replats of existing lots shall meet the requirements of Texas State Statute. If the proposed infill development plat is approved, or approved with conditions by the city plan commission, upon recommendation by the manager or designee, then the applicable provisions of this title shall be deemed to have been met. If the proposed infill development is not approved by the city plan commission, then the standards contained within this title shall apply.

B. Alternative Subdivision Improvement Design.

1. Alternative subdivision improvement designs that either alter the road standards and applicable provisions in Chapter 19.15 or the various other physical improvement standards contained in this title or in the SDM, may be approved by the CPC upon recommendation of the city manager or designee as part of the preliminary and/or final plat approval, if the CPC and the city manager or designee agree with the engineering studies provided as part of the submission showing that the proposal meets the intent of the ordinance codified in this title and provides the same level or greater of protection, service or adequacy of the original requirement.
2. Since there are already acceptable standards for subdivision improvements and the applicant is assured of approval of a preliminary plat that meets the requirements of this title, the CPC is not obligated to approve an alternative subdivision improvement design. It is the applicant's obligation to document to the CPC that the alternative subdivision improvement design meets the intent of this chapter and is a better quality development than would otherwise be developed.
3. The city plan commission may approve alternative subdivision improvement designs as part of a land study if the land study contains sufficient detail and information, to include any necessary engineering studies, showing that the proposal meets the intent of this title and provides the same level or greater of protection, service or adequacy of the original requirement.
4. If the proposed alternative subdivision improvement design is approved, or approved with conditions by the city plan commission, upon recommendation by the manager or designee, then the applicable provisions of this title shall be deemed to have been met. If the proposed alternative subdivision improvement design is not approved by the city plan commission, then the standards contained within this title shall apply.

C. Form Based or Smart Code Subdivisions. The city plan commission, as part of the preliminary plat approval, may approve, approve with conditions or deny the proposed form based or smart code subdivision. If the form based or smart codes subdivision meets the requirements of El Paso code of ordinances for form based or smart codes, this title and the Street Design Manual, then the CPC shall approve the plat.

D. Misrepresentation of facts of any kind shall result in the denial or revocation of the approval or conditional approval of the preliminary plat and/or final plat.

SECTION 45. Title 19 (Subdivision and Development Plats), Article 4. (Specific application and processing requirements), Chapter 19.37 (Application processing), Section 19.37.060 (Application contents), Subsection A is amended to read as follows:

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- A. Application Forms Generally. The city is authorized to prepare application forms that include information requirements, checklists, drawing sizes, applicant contact information, and any other relevant information, which shall be available in the SDM.

SECTION 46. Title 19 (Subdivision and Development Plats), Article 5. (Relief Procedures), Chapter 19.45 (Appeals), Section 19.45.010 (Appeals, purpose, applicability and effect), Subsection A is amended to read as follows:

- A. Purpose. The purpose of an appeal is to contest most administrative any decision on an application based upon alleged misapplication of the criteria for approval of the application. An appeal shall not be used as a means of amending, varying or otherwise altering the standards of this title or the SDM that apply to the application.

SECTION 47. Title 19 (Subdivision and Development Plats), Article 6. (Definitions), Chapter 19.50 (Definitions), Section 19.50.030 (Definitions), defined term “city standards” is amended to read as follows:

"City standards" means all of the city's technical standards and specifications that apply to development, together with all tables, drawings, and other attachments. All city standards described or referred to in this title are adopted by reference and are a part of this title in the same way as if they were set out at length herein. See also the City of El Paso Street Design Manual (SDM).

SECTION 48. Title 19 (Subdivision and Development Plats), Article 6. (Definitions), Chapter 19.50 (Definitions), Section 19.50.030 (Definitions), defined term “Design standards for construction , E; Paso (DSC)” is amended to read as follows:

"Design standards for construction, El Paso (DSC)" means the detailed specifications, procedures and standards approved administratively for the purpose of regulating the design and construction of specified improvements. The DSC also includes checklists and application forms for approvals required by this title. The El Paso Design Standards for Construction are incorporated by reference to this title and are found in the Street Design Manual adopted as Appendix 113 to title 19 of the El Paso City Code.

SECTION 49. Title 19 (Subdivision and Development Plats), Article 6. (Definitions), Chapter 19.50 (Definitions), Section 19.50.030 (Definitions), defined term “Detention pond” is amended to read as follows:

Pond, detention. "Detention pond" means a man-made or natural reservoir, either public or private, designed to restrict the flow of stormwater to a prescribed maximum rate through a controlled release by gravity, and to concurrently detain the excess waters that accumulate behind the control structure. Further defined within the City of El Paso Street Design Manual (SDM).

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SECTION 50. Title 19 (Subdivision and Development Plats), Article 6. (Definitions), Chapter 19.50 (Definitions), Section 19.50.030 (Definitions), defined term “Retention pond” is amended to read as follows:

Pond, retention. "Retention pond" means a man-made or natural reservoir, either public or private, designed to completely retain a specified amount of stormwater runoff without gravity release. Further defined within the City of El Paso Street Design Manual (SDM).

SECTION 51. Title 19 (Subdivision and Development Plats), Article 6. (Definitions), Chapter 19.50 (Definitions), Section 19.50.030 (Definitions), defined term “Stormwater” is amended to read as follows:

"Stormwater" means the surface drainage runoff or flow created from any form of precipitation accumulation including rain, snow, sleet and/or hail that exceeds the interception by vegetation and infiltration into the soil. The following definitions are applicable to the management of stormwater and apply to any stormwater requirement contained in this title, in chapter 19.19, stormwater or in the SDM. All other definitions shall be in accordance with article 6.

1. Applicant: A person submitting a post-development stormwater management application and plan for approval.
2. Channel: A natural or artificial watercourse with a definite bed and banks that conducts continuously or periodically flowing water.
3. Drainage design manual (DDS): The detailed specifications, procedures and standards approved by resolution of the city council for the purpose of regulating the design and construction of specified stormwater and drainage improvements.
4. Flooding: A general and temporary condition of partial or complete inundation of normally dry land areas from:
 - a. The overflow of inland or tidal waters;
 - b. The unusual and rapid accumulation or runoff of surface waters from any source.
5. Floodplain manager: The Texas licensed professional engineer designated by the city manager as the responsible official and initial decision-maker to administer and implement the provisions of chapter 18.60 of this Code and other appropriate sections of 44 CFR (National Flood Insurance Program regulations) pertaining to floodplain management.
6. Inspection and maintenance agreement: A written agreement providing for the long-term inspection and maintenance of storm water management facilities and practices on a site or with respect to a land development project, which when properly recorded in the deed records constitutes a restriction to a site or other land involved in a land development project.
7. Non-point source pollution: A form of water pollution that does not originate from a discrete point such as a sewage treatment plant or industrial discharge, but involves the transport of pollutants such as sediment, fertilizers, pesticides, heavy metals, oil, grease, bacteria, organic materials and other contaminants from land to surface water and

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groundwater via mechanisms such as precipitation, stormwater runoff, and leaching. Non-point source pollution is a by-product of land use practices such as agricultural, mining, construction, subsurface disposal and urban runoff sources.

8. Nonstructural stormwater management practice or nonstructural practice: Any natural or planted vegetation or other nonstructural component of the stormwater management plan that provides for or enhances stormwater quantity and/or quality control or other stormwater management benefits, and includes, but is not limited to, riparian buffers, open and greenspace areas, overland flow filtration areas, natural depressions, and vegetated channels.
9. Post-development: The time period, or the conditions that may reasonably be expected or anticipated to exist, after completion of the land development activity on a site as the context may require.
10. Pre-development: The time period, or the conditions that exist, on a site prior to the commencement of a land development project and at the time that plans for the land development of a site are approved by the plan approving authority. Where phased development or plan approval occurs (preliminary grading, roads and utilities, etc.), the existing conditions at the time prior to the first item being approved or permitted shall establish pre-development conditions.
11. Redevelopment: A land development project on a previously developed site, but excludes ordinary maintenance activities, remodeling of existing buildings, resurfacing of paved areas, and exterior changes or improvements which do not materially increase or concentrate stormwater runoff, or cause additional non-point source pollution.
12. Runoff: Stormwater runoff.
13. Site: The parcel of land being developed, or the portion thereof on which the land development project is located.
14. Stormwater management: The collection, conveyance, storage, treatment and disposal of stormwater runoff in a manner intended to prevent increased flood damage, stream bank channel erosion, habitat degradation and water quality degradation, and to enhance and promote the public health, safety and general welfare.
15. Stormwater administrator: The person designated by the city manager to be the responsible official and initial decision maker for applications pertaining to drainage plans and other drainage decisions as may be required in Title 18, Building and Construction and Section 19.19, Storm Water Management Requirements.
16. Stormwater management facility: Any infrastructure that controls or conveys stormwater runoff.
17. Stormwater management measure: Any stormwater management facility or nonstructural stormwater practice.
18. Stormwater management plan: A document describing how existing runoff characteristics will be affected by a land development project and containing measures for complying with the provisions of this title.

19. Stormwater management system: The entire set of structural and nonstructural stormwater management facilities and practices that are used to capture, convey and control the quantity and quality of the stormwater runoff from a site.
20. Stormwater runoff: The flow of surface water resulting from precipitation.
21. Structural stormwater control: A structural stormwater management facility or device that controls stormwater runoff and changes the characteristics of that runoff including, but not limited to, the quantity and quality, the period of release or the velocity of flow of such runoff.

SECTION 52. Title 19 (Subdivision and Development Plats), Article 6. (Definitions), Chapter 19.50 (Definitions), Section 19.50.030 (Definitions), is amended to add a new definition for the term “Street Design Manual (SDM)” as follows:

“Street Design Manual” and/or “(SDM)” means Appendix 113 of Title 19 of the El Paso City Code. The Street Design Manual is the detailed specifications, procedures and standards approved for the purpose of regulating the design and construction of specified improvements.

SECTION 53. Except as expressly herein amended, Title 19 (Subdivision and Development Plats) of the El Paso City Code shall remain in full force and effect.

ADOPTED this ____ day of _____, 202__.


CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:

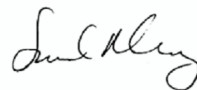
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CITY OF **EL PASO** 2022

Street Design Manual

April 12, 2022

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How to Use This Document

1



Chapter 1

How to Use This Document

1.1 INTRODUCTION

The City of El Paso (COEP) Street Design Manual is structured in twelve chapters aimed at planning and producing context-sensitive, functional and sustainable streets for everyone. It should be noted that the information in this document is not intended to supersede or conflict with the specific standards and requirements from the City of El Paso's subdivision regulations and other development regulations documents, but rather provide all information in a single document so that the same approach used in City- and public agency-led street designs may be combined with the private development process.

A brief overview of the content of each chapter is presented below:

Chapter 1: How to Use this Document

This chapter outlines the step-by-step process for both private and public projects. The process diagrams provide information regarding the goals of each step, and directs the reader to specific sections of this document for more information on each step.

Chapter 2: Design Principles and Community Context

This chapter presents a broad discussion of the purpose of the document and its scope, a brief description of the various existing policy documents used as a reference, and outlines the philosophy of the Complete Streets Approach that forms the base of this document's standards and guidelines.

Chapter 3: The El Paso Street Design Toolbox

This chapter presents the core guiding principles and details for street design, including street design zones, bicycle facility types, and Smart Mobility notes.

Chapter 4: Thoroughfare and Street Standards

This chapter provides revised functional classifications and definitions of streets and thoroughfares, accompanied by design criteria and cross-sections for each type. Chapter 4 is intended to consolidate street standards from various planning and regulatory documents of the City of El Paso (e.g., Plan El Paso, Major Thoroughfare Plan, Title 19).

Chapter 5: Design Exceptions and Modifications

The roadway cross-sections in the preceding chapter are intended as templates only; the heart of context-sensitive street design is the ability to customize execution to fit local conditions. This chapter describes acceptable modifications to the idealized cross-sections based on local context, available right-of-way, street type and other factors.

Chapter 6: Access and Connectivity

This Chapter discusses the guidelines and minimum requirements to be used for access points from the El Paso roadway network into properties adjoining such thoroughfares and streets.

Chapter 7: Street Lighting

This Chapter provides high-level guidance regarding the goals and standards of roadway and thoroughfare lighting, including Dark Sky requirements. It directs the creation of an Illumination Plan, and discusses easements and funding.

Chapters 8-9: Reserved/Interim

This document is intended as a living document, to be updated to reflect evolving local context, and to integrate future additional policy efforts. At this time, Chapters 8 - 9 are reserved for future expansion of the document, and are designated for the following topics:

- Chapter 8: Traffic Calming
- Chapter 9: Design Standards for Construction

Chapters 10: Definitions

This chapter provides explanation of the

terminology and acronyms used throughout the document.

1.2 STREET DESIGN PROCESS

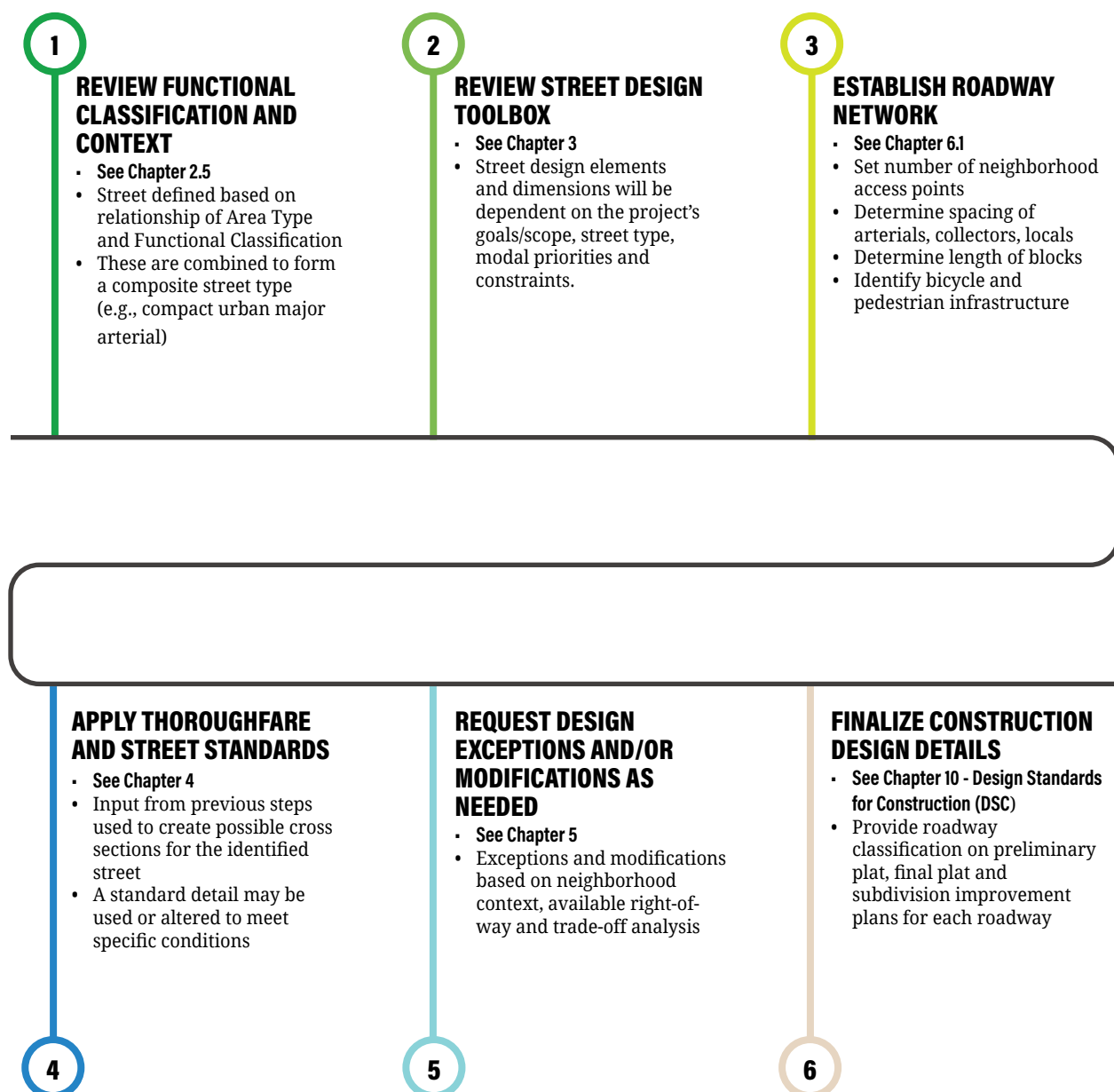
This document's approach highlights the need for context-sensitive design strategies to best capture the role of each street within the broader transportation network. However, it also takes into consideration the existing limitations and challenges which arise from space constraints on existing or future streets. For this reason, the manual is designed to allow flexibility, especially when travel modes or street users other than automobiles have a special need or priority.

Designing streets should follow the process outlined in subsections 1.2.1 and 1.2.2.

Although the document is intended to be used in redesigns of existing streets as well as designs of new streets, new streets are obviously less constrained (in space as well as in the current community expectations), and will likely involve fewer tradeoffs or compromises described through this Chapter.

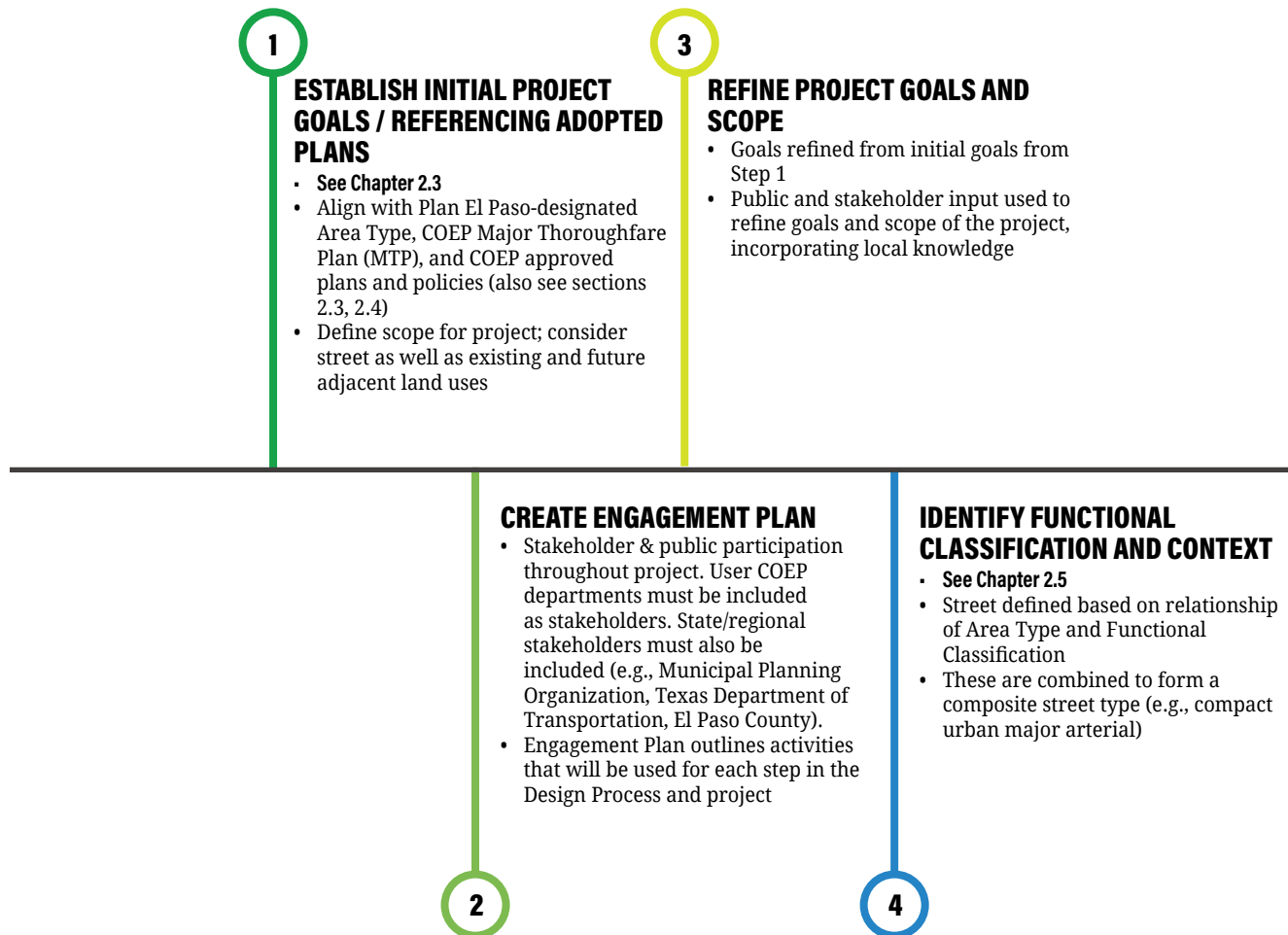
1.2.1 DESIGN PROCESS: SITE PLANS AND SUBDIVISIONS

The following procedures shall apply for all site plan and subdivisions of land in accordance with Title 19, Subdivisions and Title 20, Zoning.



1.2.2 DESIGN PROCESS: PUBLIC PROJECTS

The following procedures apply for all projects undertaken by the City for the improvement of existing streets and the construction of new streets.



5

IDENTIFY MODAL PRIORITIES

- Modal priorities (e.g., walking, cycling, transit, driving, and delivering goods/services are identified; generally walking and cycling should be prioritized based on Plan El Paso goals
- Where required, emergency access must be accommodated regardless of the modal priorities of a corridor

7

MAKE TRADE-OFFS

- See Chapter 4
- Prioritize competing demands for street space with limited right-of-way
- City Manager or designee will approve trade-offs
- Considerations include modal priority, network considerations and evaluation of street design elements as compared to goals and values established in previous steps

9

FINALIZE CONSTRUCTION DESIGN DETAILS

- See El Paso Design Standards for Construction (DSC)

EVALUATE DESIGN OPTIONS

- See Chapter 3
- Street design elements and dimensions will be dependent on the project's goals/scope, street type, modal priorities

6

CONFIRM RECOMMENDED DESIGN

- Modal priorities (e.g., walking, cycling, transit, driving, and delivering goods/services are identified; generally walking and cycling should be prioritized based on Plan El Paso goals
- Where required, emergency access must be accommodated regardless of the modal priorities of a corridor

8

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2

Design Principles and Community Context



Chapter 2

Design Principles and Community Context

2.1 WHY FOCUS ON STREET DESIGN?

Public streets are the most prevalent public space in our cities. They should also be the most equitable, right? Citizens pay taxes toward the construction, maintenance and improvement of public streets, but historically, streets have been designed almost exclusively for motor vehicles. This imbalance in favor of automobiles has created inequities for other user groups; fortunately, street design is evolving to provide more attention to the usage, interests, and safety of other modes, like walking and cycling. It is also becoming more flexible and context sensitive. City streets are high cost infrastructure investments. They should be designed and built to accommodate all users equitably while also considering existing and future land use and community context. The City of El Paso is setting the stage to be a leader in treating streets as high-quality public spaces, not just a way to get from here to there.

2.2 PURPOSE OF THE DOCUMENT

The El Paso Street Design Manual is a specialized document aimed at providing appropriate requirements and guiding standards on the planning, design and construction of safe, adequate and sustainable streets and thoroughfares for every user. This

Street Design Manual consolidates the various design standards from Titles 19, 20 and 21 as well as the Design Standards for Construction Manual (DSC). It constitutes a single point of reference through which the City unites best practices in design guidance and technical knowledge with the purpose of creating efficient streets that can also be great public spaces for the City. It is intended to encourage a broader and context-based approach to street design that seeks to include the different users' needs with a focus on safety, comfort, efficiency, and sustainability. The Street Design Manual presents the different design components, minimum standards and guidance necessary to prepare construction documents for the City of El Paso, which also include the prior classifications of streets and their zones presented in the proposed Major Thoroughfare Plan Update (MTP) of 2019.

This manual also presents the Geometric Design Standards to be applied to the various street types, which includes design criteria for pavement structures. Geometric Design Standards are set in place to ensure the construction of safe, comfortable and efficient streets and thoroughfares that provide appropriate conditions for the transit of all of its users (pedestrian, motor vehicle, and bicycle traffic). By incorporating context-specific design, these standards enhance the

public realm and allow for flexibility in case of future changes. The need for retrofitting existing streets is also addressed.

The El Paso Street Design Manual is created as a living document acknowledging that future changes in best practices and their specific applications need to allow for regular updates.

2.3 LOCAL PLANS/DOCUMENTS

The policy documents used and referenced for the creation of the El Paso Street Design Manual are listed below:

2.3.1 PLAN EL PASO & MAJOR THOROUGHFARE PLAN 2013

The 1999 Plan for El Paso included a thoroughfare plan in its Map Atlas, labeled as “Proposed Thoroughfare System.” The map was modified 30 times between 1999 and 2012 through comprehensive plan amendments. The current version has been maintained as a computer-based map on the City’s Geographic Information System (GIS). The then-current MTP map was readopted into Plan El Paso in March 2012. This draft update was effective on an interim basis until the Thoroughfare Plan was finalized and adopted in 2013.

This draft plan introduced a context-sensitive approach to street design decision-making—setting thoroughfare street designs according to a set of land use area types (compact urban, drivable suburban, and rural). It recognized the different needs of particular streets as they travel through various contexts of the city—especially related to sidewalks and the use of streetside space behind curbs.

2.3.2 EL PASO EASTSIDE MASTER PLAN & EL PASO THOROUGHFARE PLAN 2019 UPDATE

[The Eastside Master Plan](#) identifies existing deficiencies in City services and infrastructure in this fast growing desert city. The Eastside Growth Management Plan addresses the absence of sufficient public amenities in the areas of parks, libraries, public safety services, senior centers, recreation centers and pools. Overall connectivity between neighborhoods and services through multi-modal pathways is addressed in the companion thoroughfare plan recommendations. The 2019 Major Thoroughfare Plan Update keeps the original system of combining land use context with street design parameters, but it harmonizes a series of different classification types into a single system.



Plan El Paso (<https://www.elpasotexas.gov/planning-and-inspections/plan-el-paso/>)

2.3.3 EL PASO BICYCLE PLAN 2016

The [bike plan adopted in 2016](#) gave the City of El Paso a road map to create a comprehensive network of cycling infrastructure over a ten year horizon. Preferred routes were identified as part of an interconnected network. The plan also includes construction guidance for new facility types such as bicycle boulevards, bike lanes, buffered bike lanes, and one-way or two-way cycle tracks. At the time of adoption, the city had approximately 140 miles of bike facilities with an additional 900-1,100 miles planned for the future.

2.3.4 CNU/ITE MANUAL: DESIGNING WALKABLE URBAN THOROUGHFARES 2017

The City of El Paso officially adopted the CNU/ITE guidebook as part of its Complete Streets policy. The manual illustrates the creation of walkable mixed use streets by utilizing best practices in both design and implementation.

2.3.5 NACTO URBAN STREET DESIGN GUIDE AND BIKEWAY DESIGN GUIDE

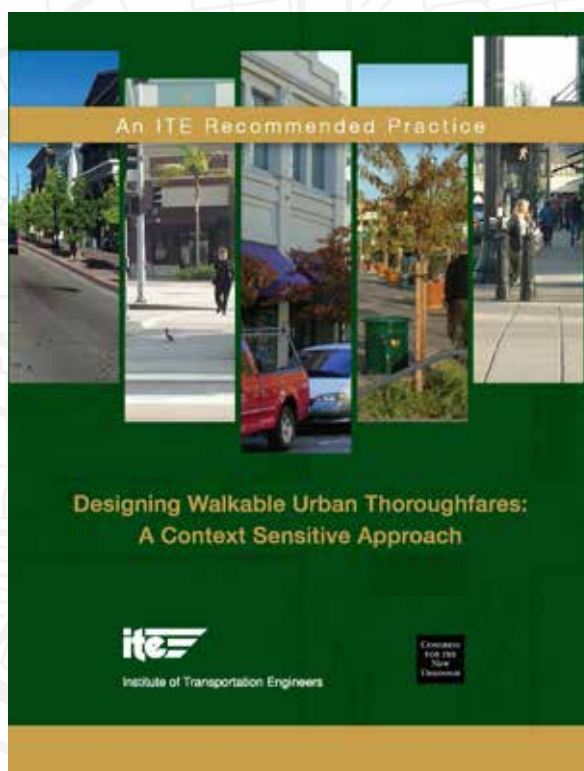
The City of El Paso officially passed a resolution in 2014 adopting several guides published by the National Association of City Transportation Officials (NACTO) including the [“Urban Street Design Guide,”](#) the [“Transit Street Design Guide,”](#) the [“Urban Street Stormwater Guide”](#) and the [“Urban Bikeway Design Guide”](#) as the official design guidelines for capital improvement projects and other city funded street and roadway improvement projects within the City of El Paso.

2.3.6 FEDERAL, STATE AND NATIONAL PUBLICATIONS

This document is also informed by the following publications on best practices:



City of El Paso Bike Plan



ITE/CNU Designing Walkable Urban Thoroughfares

- [MUTCD](#) (Manual on Traffic Control Devices for Streets & Highways)
- [TXMUTCD](#) (Texas Manual on Uniform Traffic Control Devices)
- [FHWA](#) (U.S. Dept. of Transportation)
- [AASHTO](#) (American Association of State Highway and Transportation Officials)
- [NCHRP](#) (National Cooperative Highway Research Program)

2.4 THE COMPLETE STREETS APPROACH

Streets in the City of El Paso have traditionally been designed following the principles of roadway functional classification, a concept developed to guide street and road design around primary functions of roads in a larger system. This was developed as a way of standardizing the expansion of America's highway network during a time of rapid growth in automobile use, and has generally worked well to serve vehicular movement. However, when the needs of other modes of travel are considered—especially in the limited space of cities and towns—it quickly becomes apparent that a more nuanced approach is needed.

In March, 2012, the City adopted a document called [“Complete Streets Policy Plan El Paso”](#) with the specific goal of “becoming the least car-dependent city in the Southwest through meaningful travel options and land-use patterns that support walkability, livability, and sustainability.” Several challenges arise when designing a street as a multi-modal facility including competing demands and limited space. This manual seeks to address these challenges by presenting a context-sensitive design philosophy that steers away from vehicle-focused roadway standards and

provides a new direction for the planning, design, and construction of quality streets for all users.

This street design guidance in this document is intended to modernize the City's transportation system over time to balance safety, comfort, and efficient movement for all users. To achieve this, certain trade-offs and evaluations will need to be made, depending on context and priorities. Some streets prioritize certain modes over others, based on their primary use, function, and surrounding land uses. A more detailed explanation of how to assess these prioritizations is presented in Table 4.1 (Design Guidance Criteria for Typical Sections: by Functional Classification and Area Type) presented in Chapter 3 El Paso Street Design Toolbox, of this manual.

2.5 FUNCTIONAL CLASSIFICATION AND COMMUNITY CONTEXT

Conventional transportation engineering has broadly adopted the Federal Highway Administration's functional classification system defining the role of a roadway within the broader transportation network. Over time, this system has become closely tied to design standards and policies, used by many state and even local transportation agencies, that emphasize elements such as design speeds, lane widths, and the spacing of intersections and access points to adjoining land. However, on its own the Functional Classification system does not consider community context, adjacent land uses, or— notably— the needs of non-motoring users of a road.

In this case, El Paso's current transportation network (implemented post-World War II) utilizes a three-type thoroughfare classification, as defined in [A Policy on the](#)

Table 2.1 - Comparison of Functional Classifications and Application of Area Types

Plan El Paso Area Types Compact Urban Drivable Suburban Rural Open Space	2020 Street Design Manual	TXDOT Roadway Inventory	Capital Improvement Plan	El Paso Smart Code	2013 Thoroughfare Plan Update
	Expressway	Interstate	No Equivalent Classification	Highway	Expressway
		Other Freeway & Expressway			
	Major Arterial	Other Principal Arterial	Major Arterial	No Equivalent Classification	Principal Arterial
	Minor Arterial	Minor Arterial	Minor Arterial	Boulevard	Minor Arterial
	Collector	Major Collector	Non-Residential Collector	Avenue	Collector
		Minor Collector	Multi-Family and Commercial/ Industrial Collector		
			Residential Collector		
	Local	Local	No Equivalent Classification	Road	Local
				Street	
				Drive	
				Commercial Street	

Geometric Design of Highways and Streets (“Green Book” by AASHTO, 2011): (a) Arterial Streets; (b) Collector Streets; and (c) Local Streets. These three main distinct categories classify thoroughfares and streets based on movement/direction, distribution/collection, and access. Given the adoption of Plan El Paso, which orients the city toward a more walkable, bikable and transit focused evolution, the use of the CNU-ITE design manual and NACTO design guides to provide flexibility in street design are appropriate.

However, more recent practices in street and thoroughfare design have embraced a more holistic approach that emphasizes support for other modes of transportation. Further, considerations toward scale, traffic volume, service areas, and creating important and strategically located access points from certain types of roadways have proven to be beneficial for the majority of users and the surrounding communities they serve. As Plan El Paso defined a community vision for a high-quality built environment and a balanced transportation system, the conventional functional classification system

is not adequate as a de facto design policy to address the more complex and nuanced transportation needs for El Paso’s streets and roads.

In response, the El Paso Street Design Manual presents a revised version of the Functional Classification System that brings together the objectives of Plan El Paso with a context-sensitive approach towards Street and Thoroughfare Design. This manual offers a measured balance between the Functional Classification System requirements with considerations for context-appropriate street type. Section 3.1 expands on the design and planning guidelines that reflect such a balance.

Based on this approach, the manual presents a more detailed breakdown of the broader three-type thoroughfare classifications typically considered within the Functional Classification System, based on previous uses and applications presented in the MTP. A more detailed description of each of the Street Types used in this manual is offered in the sub-sections that follow.

2.5.1 MAJOR ARTERIALS

Major Arterials facilitate trips between one point of the city to another by linking lower classification streets to Freeways. Designed for long trips, high traffic volumes and speeds, they are located in areas where major centers of activity attract greater numbers of traffic connections. They should carry a high percentage of travel while efficiently making use of space needed for total system mileage.

Major Arterials are laid out to create a network of interconnected roadways that, through the use of strategies such as Geometric Design and traffic control measures, enhance efficient movement of motorists. Further, this street type addresses safety considerations by setting access restrictions to adjoining properties while protecting the through traffic carrying capacity of a roadway.

2.5.2 MINOR ARTERIALS

Supplementing a Major Arterials network, Minor Arterials interconnect to serve the flow of traffic within a smaller geographic area of influence and to provide continuous paths to intermediate destinations. Trips made on Minor Arterials tend to be moderate in length although still carrying significant through traffic, and sometimes, act as alternate routes. Because of their characteristics, Minor Arterials are in the position to effectively ensure greater land access to adjoining properties. Ultimately, this street type represents a key element to adequately provide route and spacing continuity within the Major Arterials Network.

2.5.3 COLLECTOR STREETS

Providing continuous paths to arterial roadway networks, Collector Streets allow for connections between local neighborhood

streets and the Major and Minor Arterials System needed to allow users to reach their ultimate destinations. They are intended to collect traffic from local streets and channel it into the wider arterial system of the city, while allowing for greater land access due to their medium traffic volumes and speeds. Collector Streets are critical to the effective operation of their communities and provide unique access quality to the wider circulation needs of the transportation roadways network.

2.5.4 LOCAL STREETS

Supporting access to all destinations not on the Arterials/Collector network, Local Streets traditionally manage neighborhood-level transportation needs. They serve a smaller scale of traffic volumes and constitute the lowest level of mobility within the system. The main role of Local Streets is to allow for direct access to adjoining land and properties, possible through the increased safety aspect of establishing lower speeds, while also linking its traffic to Arterial and Collector roadways.

This Street Design Manual continues to expand on these categories in Sections 4.2-4.8 providing illustrated and detailed cross section information for each street type. Although many roads do not fully match the descriptions and definitions presented here, a road should be categorized according to the type that it most closely matches. Additionally, this approach is aimed at offering future design flexibility as the variety of physical and social conditions in a city environment continue to change and evolve.

While the conventional functional classification system and its balance of regional and local mobility is still a

fundamental foundation for this Street Design Manual's street types, the Manual outlines additional considerations to reflect the variety of physical and social contexts that each type will traverse.

2.5.5 PLAN EL PASO: COMPACT URBAN

[Plan El Paso](#) designates the Compact Urban area type as a place where multi-modal transportation and street network design become a priority. In this case, character and function are emphasized over traffic capacity, and the main focus becomes to get “people moving” through the provision of smaller blocks and pedestrian-scale amenities. Compact Urban represents an area type that had been previously part of the Drivable Suburban designation.

In the Compact Urban area type, there is an established grid of streets, and because motor-vehicle users have choices, guidelines are not needed to restrict access to adjoining land along certain arterial roadways to maintain an efficient traffic flow. [Plan El Paso](#) has designated three main neighborhood types as Compact Urban, based on the layout of the Future Land Use Map (See page 1.30 of [Plan El Paso](#)):

- A. **Existing Walkable Neighborhoods.** These types of existing neighborhoods tend to allow for a greater number and quality of pedestrian-oriented facilities, typically arising from El Paso's original development pattern laid out in eras when walking and/or taking transit were the norm. Because of their physical characteristics, these areas are well-suited for continued evolution through a mix of land uses and transportation options. As laid out in the Future Land Use Map, these types of neighborhoods have been designated as G-1 “Downtown” and G-2

“Traditional Neighborhood”.

- B. **Planned Walkable Communities.**

These types of areas correspond to large tracts of developable land owned by the City of El Paso that are being master planned for potential urban expansion using Smart Growth principles. Planned Walkable Communities are envisioned to be served with pedestrian-oriented streets that allow for safe and comfortable walking paths/sidewalks. As presented in the Future Land Use Map, land for Planned Walkable Communities corresponds to areas designated as O-7 “Urban Expansion”, with one tract adjoining the El Paso International Airport, and two others located on opposite sides of the Franklin Mountains.

- C. **Future Redevelopment and Infill Neighborhoods.** These areas correspond to land near Rapid Transit System (RTS) stops and Sun Metro transfer stations with a strong potential for infill development and redevelopment (See page 4.34 of [Plan El Paso](#)).

2.5.6 PLAN EL PASO: DRIVABLE SUBURBAN

Characterized by maintaining a predominately motor-vehicle oriented development pattern, Drivable Suburban areas in El Paso represent an often-continuous network of arterials along with a fewer numbers of collectors. In these areas, the network provides alternate travel paths for motor vehicles to alleviate some of the traffic congestion that occurs during peak hours. Physical features of thoroughfares in Drivable Suburban areas include sidewalks and, when feasible, separated, protected or buffered bike lanes.

2.5.7 PLAN EL PASO: RURAL AND OPEN SPACE

As defined in the Federal-Aid Highway Law, Rural Areas comprise everything outside the boundaries of Urban Areas (designated as such by the Census Bureau). These two classifications of areas (Urban and Rural) present fundamentally different characteristics, however Federal Guidelines allow for the adjustment of this boundary for transportation purposes.

Although the Urban/Rural distinction is a key component of thoroughfare design, designations based on the Census Bureau remain quite broad and group vastly diverse types of land development that do not differentiate among the physical contexts of those areas. To improve on the conventional Urban/Rural distinction, Plan El Paso bases its designations on desired conditions projected for the future. These enhancements include:

- The Rural Area boundary is based on Plan El Paso's Future Land Use Map, instead of the U.S. Census.
- Urban Areas are subdivided as described earlier.
- The Open Space Area represents a newly conceived type to group lands that will not be developed.

2.5.8 CONFORMING TO THE MAJOR THOROUGHFARE PLAN

The City's adopted thoroughfare plan shall be used to determine the minimum type of roadway, the general location of the roadway, and the areas that the roadway is intended to connect to as part of the platting process. For streets that are not shown on the city's thoroughfare plan, such as local residential streets, the arrangement of such streets within a subdivision shall:

- A. Conform to any plan for the neighborhood approved or adopted by the city to meet a

particular situation where topographical or other conditions make continuance or conformity to existing streets impractical;

- B. Provide for future access, such as by stubbing streets for future extension, to adjacent vacant or commercial areas which will likely not have incompatible land uses; and
- C. Not conflict in any way with existing or proposed driveway openings (including those on the other side of an existing or planned median-divided arterial, in which case new streets shall align with such driveway openings such that median openings can be shared).

2.5.9 CONFORMANCE WITH THE COMPREHENSIVE PLAN

Streets, contexts and the layout of streets shall be consistent with the adopted comprehensive plan and its relevant contexts, and specifically the current Major Thoroughfare Plan.

2.5.10 TXDOT ROADWAYS

Roadways owned by TXDOT shall be subject to TXDOT standards and regulations.

3

The El Paso Street Design Toolbox



Chapter 3

The El Paso Street Design Toolbox

3.1 THE DESIGN TOOLBOX KIT OF PARTS

This section pertains to the design of new streets and/or the re-design of existing streets. It summarizes essential characteristics of the updated roadway classification system, establishing basic principles based on the street cross-sections previously presented in the Major Thoroughfare Plan (MTP). Guidance is generally defined ‘from centerline to edge’ with regard to a typical cross-section layout. Specific design criteria are presented in detail in Tables 3.1 and 4.1, and rely on the following basic principles (which should be understood as minimum standards when defined as such):

- A. **Lane Widths.** May range from 9 to 18 feet depending on their intended use, per the DSC. However, where certain conditions call for lanes to accommodate high-capacity transit, wider dimensions need to be considered. Therefore, cross-sections presented will typically propose 10-foot widths for inner lanes, and 11-foot widths for outer lanes, parking adjacent, or rural area lanes. Also see, [NACTO guidance](#).



Context sensitive lane widths that discourage speeding



Arterial sidewalks suitable for multiple uses



Planting strips that provide separation from moving cars and encourage shade tree vitality

- B. **Bicycle Facilities.** Refer to the [El Paso Bike Plan](#) and [NACTO standards](#) for proposed bicycle network and facilities. A 3-foot wide buffer from the travelway is recommended for buffered bike lanes or cycle tracks.
- C. **Planting Zone.** A minimum of 5 feet width shall be used for Planting Zones, including planter parkways, strips, or tree wells.
- D. **Arterial Pedestrian Zone.** A minimum of 12-foot widths should be used for the Pedestrian Zone along Arterial roadways to allow for space that may need to be re-purposed or substituted for other uses, such as sidepaths.
- E. **Collector Sidewalks.** A minimum of 6-foot widths for sidewalks along Collector roadways will be used.

3.2 STREET DESIGN ZONES

Street Zones represent an important aspect of Street Design that regulate and outline the distinct uses contained within the right-of-way. In El Paso, although not all streets will contain all zones, they are still one of the most extensively used civic spaces in the community. For this, the broader purpose of this section is to provide the appropriate and context-sensitive design criteria to be used in Street and Thoroughfare creation.

The Street Zones illustrated and defined below include guidelines to design portions of the street containing components such as vehicle travel lanes and sectors allocated to other uses such as pedestrian areas or the placement of public utilities*.

* Utilities may be found in all street zones and are subject to local utility requirements, per City of El Paso Code and technical criteria manuals. For mobility purposes, utility location is preferred in the pedestrian zone.

Typically, a street is comprised of six different zones, each one with specific functions and unique design considerations that also interact in several ways. Also see, [NACTO guidelines](#).

3.2.1 FRONTAGE ZONE

The Frontage Zone comprises the frontage area immediately adjacent to the building face, wall, or fence that marks the property line. Elements such as stoops, bay windows, planters, water fountains, or ground level commercial amenities could be used in the Frontage Zone to enhance the street environment provided that pedestrian and Americans with Disabilities Act (ADA) accessibility are maintained.

3.2.2 PEDESTRIAN THROUGH ZONE

The Pedestrian Through Zone comprises the portion of the street that primarily accommodates pedestrian access. Uses generally include walking, business, and social activities, and they could extend from the face of the building or property edge to the face of the curb. The portion of the Pedestrian Through Zone specifically reserved for pedestrian travel is the Sidewalk Clear Zone.

Sidewalk design considerations need to meet the ADA Accessibility Guidelines (ADAAG). To accomplish this, sidewalks should be well-lit, free of any physical obstructions for pedestrian movement, and should use consistent materials from block to block along the street. Other considerations critical for accessibility and safety include surface design, dimensions, and slopes.

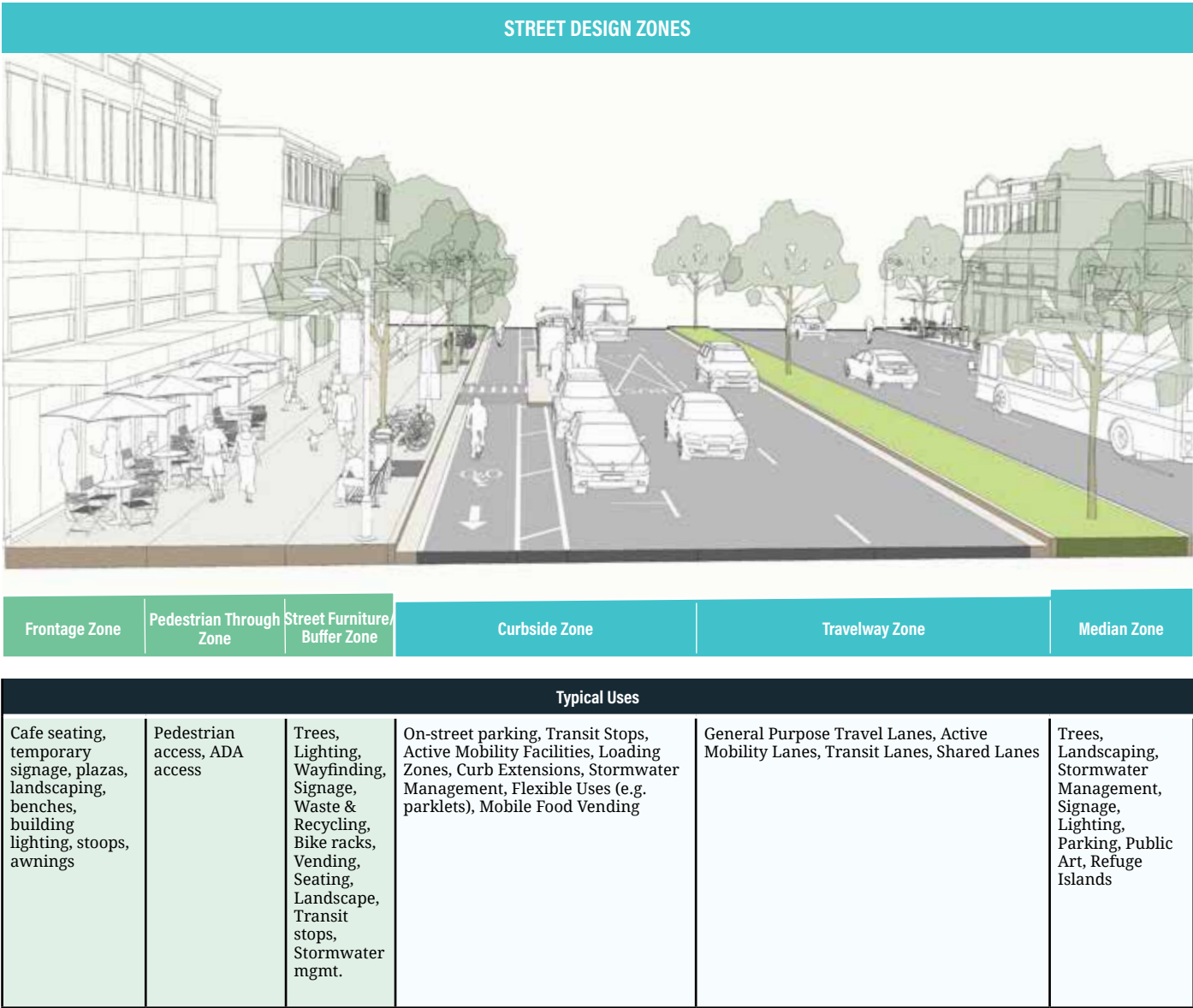


Figure 3.1: Street design zones

Throughout this document, the minimum Sidewalk Clear Zone is established at 5 ft wide in all areas and 6 ft wide when within ½ mile of a transit facility. The placement of utility poles, signal boxes, street furniture, and vegetation should not encroach into the Sidewalk Clear Zone.

3.2.3 STREET FURNISHINGS/BUFFER ZONE

The Street Furnishings/Buffer Zone comprises the area between the curb and the Pedestrian Through Zone, placed there to provide physical distance and protection from moving vehicle traffic. It provides space for the placement and organization of street lights, street trees and landscaping, transit stops (to include bus stops/shelters), street furniture, bicycle racks, newspaper boxes, signage, parking meters, as well as above and below ground utilities.

As the point of transfer between pedestrians and the various transportation vehicles (transit, bicycle and private automobiles), the Street Furnishings/Buffer Zone provides the area needed to create space between the curb and the various vertical elements on the streets. When adjacent curbside parking is present, this area allows for proper clearance to allow car doors to open and motor vehicle drivers to access the sidewalk. It also includes space for driveway aprons to ramp down from the sidewalk grade to the street, needed to maintain a level sidewalk.

In the case of Stormwater Management considerations, features such as rain gardens or bioswales could be placed here to collect rainwater and reduce impervious surface area.

3.2.4 CURBSIDE ZONE

Accessory elements included in public curbsides reflect the wide variety of uses possible for the city's streets. Some examples include curb extensions, sidewalk extensions, waste and recycling removal, bicycle parking, temporary installations, storm drains, and/or parklets with public seating. The placement and organization of these elements need to pay careful attention to paths of movement and required sight lines.

The flexible use of the Curbside Zone serves to enhance the overall pedestrian experience and vibrancy of the street while maintaining safety and making efficient, equitable use of streets. Elements like curb bump-outs and curb extensions, serve to calm traffic and enhance pedestrian safety by visually and physically narrowing the street, extending the sidewalk, reducing pedestrian crossing distance, and increasing pedestrian visibility.

The Curbside Zone also accommodates parking areas adjacent to the curb where it is permissible within the public right-of-way for drivers to leave their vehicles. Parking areas designated as on-street parking serve multiple functions such as increasing street activity, meeting the parking needs of adjacent land uses, protecting pedestrians from moving traffic, and making pedestrian crossing safer through traffic calming.

On-street parking in the Curbside Zone may be parallel, perpendicular, angled, or back-in diagonal; and when appropriate, is beneficial to most street types and contexts. Additionally, it can be designated or managed to provide curbside access for persons with disabilities, in which case it should be located near major destinations such as commercial areas and civic buildings.

Parking in the Curbside Zone can also provide

some congestion relief in high traffic areas, by converting to a travel lane during peak hours. This is achieved through management by allowing parking throughout the day, except during peak morning and evening hours. Alternative uses allowed in the Curbside Zone, such as bike corrals, can encourage other modes of mobility while reducing vehicle emissions and fuel consumption. Parking in the Curbside Zone is notably not an essential component of all streets, as it may not be appropriate or necessary in certain contexts.

3.2.5 TRAVELWAY ZONE

The Travelway Zone is the portion of the street reserved for vehicular travel of all varieties, including transit, bicycle and other motorized vehicles. Consideration of speed and width are important when designing Travelways in various contexts.

For example, increased lane widths can encourage higher travel speeds, which may not be appropriate in pedestrian-oriented and compact contexts. Lower speeds are favorable for accommodating curbside parking maneuvers and responding to restricted sight distances encountered in compact urban places. Travelways should not be used for loading or parking. Typically, the acceptable lane width on Travelways varies depending on the street type, the context and the average daily traffic.

3.2.6 MEDIAN ZONE

Medians are a preferred means of access management, with space to allow turn lanes. They provide opportunities for stormwater management, green infrastructure, public art and landscaping. Medians can also accommodate pedestrian refuge islands to enhance pedestrian crossing safety. Occasionally, in pedestrian-oriented contexts and on streets with low travel speeds, medians can also provide curbside parking and seating areas. They can be depressed as a drainage swale to accommodate drainage and stormwater management.

3.3 DESIGN CRITERIA FOR THOROUGHFARE ZONES

Tables 3.1 and 3.2 on the following pages identify design criteria for Major and Minor Arterials, Collectors, Locals, and Alleys. Adjustments to number of lanes will be made based on a Traffic Impact Assessment (TIA).

Table 3.1 Additional Design Criteria for Thoroughfare Corridors

	Major Arterial	Minor Arterial
TYPICAL THOROUGHFARE CHARACTERISTICS		
Network Function	Straight paths to distant destinations; connects to freeways	Continuous paths to intermediate destinations; alternate routes for longer trips
Direct Route	Yes	Yes, but may include minor deflections
Network Spacing Guidance	Should be spaced generally 1 mile apart outside of Compact Urban areas, where historical growth patterns may mean these are closer together.	Midway between principal arterials, although exact spacing (such as directly at the midpoint) may be determined by particular network characteristics
Driveway and Access Spacing	Curb cuts should be discouraged by land development regulations, no more than one driveway per 660 feet in urban conditions and 1320 feet in suburban and rural conditions	Curb cuts should be replaced by cross-parcel access requirements in land development regulations; no more than one driveway per 500 feet or one per block face, whichever is less
DESIGN CRITERIA FOR NEW & RECONFIGURED THOROUGHFARES		
Number of Travel Lanes and Base ROW Width		
Compact Urban	4 lanes under 35,000 ADT ³ ; 6 lanes over 35,000 ADT ³ Base 110 ft ROW; constraints may reduce this	4 lanes under 35,000 ADT ³ ; 6 lanes over 35,000 ADT ³ Base 92 ft ROW; constraints may reduce this
Drivable Suburban	4 lanes / 92 ft ROW under 30,000 ADT ³ 6 lanes / 112 ft ROW at or over 30,000 ADT ³	2 lanes / 70 ft ROW under 18,000 ADT ³ 4 lanes / 90 ft ROW at or over 18,000 ADT ³
Rural	4 lanes / 108 ft ROW at or over 15,000 ADT ³	2 lanes / 80 ft ROW
Bicycle Facilities ¹ (preferred design to be used on El Paso Bike Plan-designated thoroughfares)		
Compact Urban	Refer to El Paso Bike Plan “Recommended Bikeway Network” for preferred facility type	
Drivable Suburban		
Rural		
Mid-Block Crossings ⁴		
Compact Urban	Allowed on blocks longer than 800 feet	Allowed on blocks longer than 600 feet
Drivable Suburban	Allowed between signalized intersections more than 1000 feet apart	Allowed between signalized intersections more than 1000 feet apart
Rural	Not allowed except at special locations (recreational areas, etc.)	Not allowed except at special locations (recreational areas, etc.)
On-street Parking (for curbside not designated for bus stops, loading, and other specialized uses)		
Compact Urban	In commercial districts	Commercial districts
Drivable Suburban	No	No
Rural	No	No
Maximum Curb Radius (without curb extensions)		
Compact Urban	15 feet	15 feet
Drivable Suburban	25 feet	25 feet
Rural	25 feet	25 feet
Recommended Street Tree Spacing		
Compact Urban	30 feet on center	30 feet on center
Drivable Suburban	30 feet on center	30 feet on center
Rural	35 feet on center	35 feet on center

Note 1 - Bike facilities shall not be limited, instead they shall conform to the [El Paso Bike Plan](#) and [NACTO Design Guides](#).

Note 2 - Adjustments to number of travel lanes will be made based on a Traffic Impact Assessment (TIA).

Note 3 - Adapted from [Florida DOT's Generalized Level of Service Tables](#).

Note 4 - The City Traffic Engineer will have final approval authority over mid block crossings.

	Collector	Local
TYPICAL THOROUGHFARE CHARACTERISTICS		
Network Function	Continuous paths to arterial network; allows local trips to avoid the arterial network	Provides access to all parcels not on the arterial / collector network
Direct Route	Yes, but may include deflections & minor jogs	Not critical; but are highly interconnected in Compact Urban areas
Network Spacing Guidance	A minimum of one collector should be placed between two arterials whether minor or major; should generally not exceed one-half mile	As needed to provide access to all parcels
Driveway and Access Spacing	Depending on area type and specific land use context, driveways may be required frequently but should be discouraged through subdivision design features such as alleys and side-street entrances	Frequent spacing, though land development regulations should allow no more than one driveway per land parcel and should favor local streets over higher classifications
DESIGN CRITERIA FOR NEW & RECONFIGURED THOROUGHFARES		
Number of Travel Lanes and Base ROW Width		
Compact Urban	2 lanes / 74 ft ROW	2 lanes / 62 ft ROW in non-residential land use areas 2 lanes / 60 ft ROW in residential land use areas
Drivable Suburban	2 lanes / 71 ft ROW in non-residential land use areas 2 lanes / 58 ft ROW in residential land use areas	2 lanes / 60 ft ROW in non-residential land use areas 2 lanes / 48 ft ROW in residential land use areas
Rural	2 lanes / 70 ft ROW	2 lanes / 60 ft ROW
Bicycle Facilities (preferred design to be used on El Paso Bike Plan-designated thoroughfares)		
Compact Urban	Refer to El Paso Bike Plan “Recommended Bikeway Network” for preferred facility type	
Drivable Suburban		
Rural		
Mid-Block Crossings		
Compact Urban	Allowed on blocks longer than 800 feet	Allowed on blocks longer than 500 feet
Drivable Suburban	Allowed when distance between protected pedestrian crossings is more than 1000 feet	Allowed when distance between traffic control devices that would stop vehicles for a pedestrian crossing is more than 800 feet
Rural	Not allowed except at special locations (recreational areas, etc.)	Not allowed
On-street Parking (for curbside not designated for bus stops, loading, and other specialized uses)		
Compact Urban	Required in commercial districts	Allowed but not required
Drivable Suburban	Required in commercial districts	Allowed but not required
Rural	No	No
Maximum Curb Radius (without curb extensions)		
Compact Urban	15 feet	15 feet
Drivable Suburban	20 feet	15 feet
Rural	20 feet	15 feet
Recommended Street Tree Spacing		
Compact Urban	30 feet on center	30 feet on center
Drivable Suburban	30 feet on center	30 feet on center
Rural	35 feet on center	30 feet on center

3.4 GENERAL BICYCLE FACILITY TYPES

The NACTO Urban Bikeway Design Guide and El Paso Bike Plan recommends a variety of facility types to be applied to various street types. The specific bicycle facility types are illustrated below.

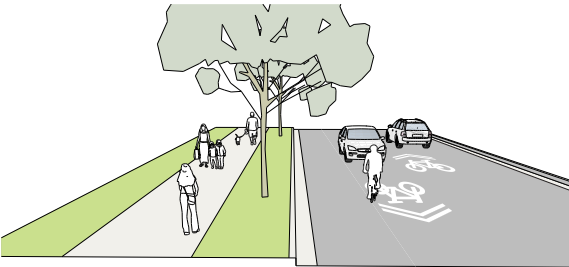
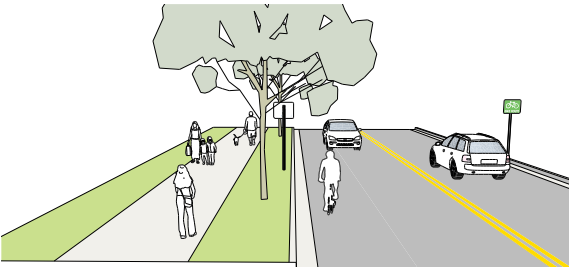
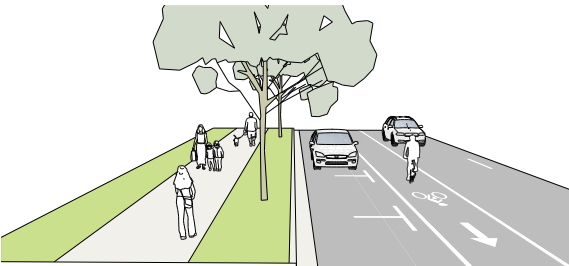
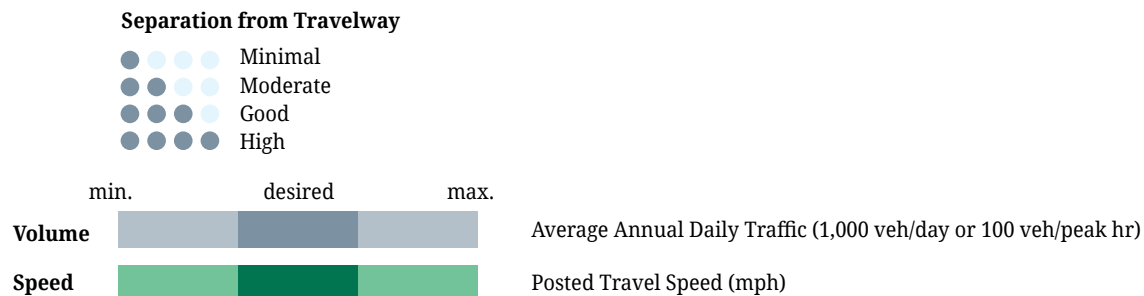
BICYCLE FACILITY CONTEXTUAL GUIDANCE				
Typical Arrangement of the Facility	Facility Type	Street Class	Speed, Volume & Separation	Additional Factors
	Bicycle Boulevard Comfortable and attractive bicycling environment without utilizing physical separation; Includes traffic calming.	Local	Volume 0-2k 2k-3k Speed 15-20 20-25 Separation ● ● ● ●	Emergency Route
	Bike Route A travel lane shared by bicyclists and motorists, indicated by signage.	Local	Volume 0-2k 2k-8k 8k-10k Speed 15-25 25-30 Separation ● ● ● ●	Higher Traffic Volumes, Space for Traffic Calming, Space for Bike Lanes, Critical Network Link
	Bike Lane Exclusive space for bicyclists through the use of pavement markings and signage.	Collector	Volume 3k-4k 4k-15k 15k-20k Speed 15-20 20-30 30-40 Separation ● ● ● ●	High Turnover Parking, Front-in Diagonal Parking, Insufficient Road Space, High Traffic Volumes, Multiple Travel Lanes

Figure 3.2: Bicycle facility contextual guidance



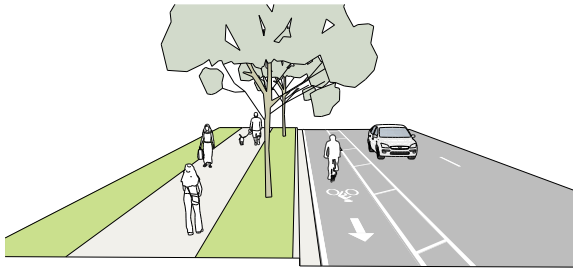
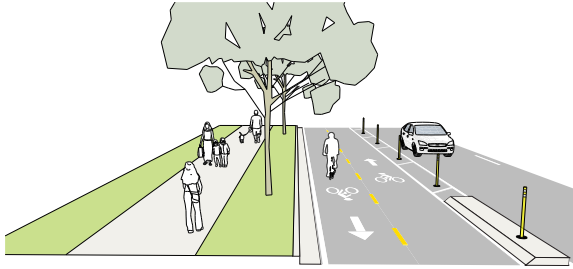
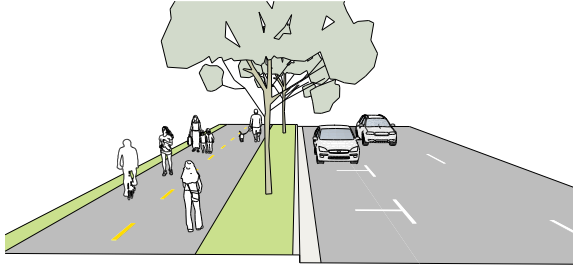
BICYCLE FACILITY CONTEXTUAL GUIDANCE				
Typical Arrangement of the Facility	Facility Type	Street Class	Speed, Volume & Separation	Additional Factors
	Buffered Bike Lane Traditional bike lane separated from vehicle travel lanes or parking lanes by an adjacent buffer area.	Minor Arterial	<p>Volume</p> <p>3k-4k 4k-25k 25k-30k</p> <p>Speed</p> <p>20-25 25-40 40-45</p> <p>Separation</p> <p>● ● ● ●</p>	Insufficient Road Space, Illegal Parking/Loading, Sidewalk Riding, Space for Cycle Track
	Cycle Track Physically separated bikeway. Could be one or two way and physically protected.	Minor Arterial	<p>Volume</p> <p>3k-9k 9k-25k 25k-32k</p> <p>Speed</p> <p>25-30 30-50 50-55</p> <p>Separation</p> <p>● ● ● ●</p>	Frequent Driveways, Frequent Intersections, Park or linear corridor with space for shared use path
	Shared Use Path Completely separated from roadway, typically shared with pedestrians.	Major Arterial	<p>Volume</p> <p>3k-6k 6k-32k</p> <p>Speed</p> <p>35-45 45-60 60+</p> <p>Separation</p> <p>● ● ● ●</p>	Frequent Driveways, Frequent Intersections, High Pedestrian Volume

Figure 3.2: Bicycle facility contextual guidance (continued)

(Sources: El Paso Bike Plan, 2016. FHWA. Separated Bike Lane Planning and Design Guide. 2015. AASHTO. Guide for the Development of Bicycle Facilities. 2012. FHWA. Manual on Uniform Traffic Control Devices. 2009. NACTO. Urban Bikeway Design Guide. 2012. NCHRP Report 766: Recommended Bicycle Lane Widths for Various Roadway Characteristics. 2014)

3.5 MID-BLOCK CROSSWALKS

Table 3.3 Recommended Practice for Midblock Crossings

GENERAL
The decision to locate a midblock crosswalk will be based on numerous factors. Generally, however, consider providing a marked midblock crossing when protected intersection crossings are spaced greater than 400 feet so that crosswalks are located no greater than 200 to 300 feet apart in areas where a relatively high demand of foot traffic is existing or anticipated, and meet the criteria below.
Midblock crossings may be considered when there is significant pedestrian demand to cross a street between intersections, such as connecting to major generators or transit stops.
Midblock crosswalks should be located at least 100 feet from the nearest side street or driveway so that drivers turning onto the major street have a chance to notice pedestrians and properly yield to pedestrians who are crossing the street.
CRITERIA
Streets with an average daily traffic volume (ADT) of 12,000 vehicles per day or less
Multilane streets carrying less than 15,000 ADT if a raised pedestrian refuge island or median is provided
Operating speeds less than 40 mph
A minimum pedestrian crossing volume of 25 pedestrians per hour for at least four hours of a typical day.
Adequate sight distance is available for pedestrians and motorists.
RECOMMENDATIONS
Conform to Public Rights-of-Way Accessibility Guidelines (PROWAG) for the disabled and visually impaired. Conform to COEP TAS, TDLR, ADA rules.
Unsignalized midblock crosswalks should not be provided on streets where traffic volumes do not have gaps in the traffic stream long enough for a pedestrian to walk to the other side or to a median refuge. At locations with inadequate gaps that also meet
Manual on Uniform Traffic Control Devices (MUTCD) signalization warrants, consider a signalized midblock crossing.
Consider a signalized midblock crosswalk (including locator tone and audio pedestrian signal output as well as visual pedestrian countdown signal heads) where pedestrians must wait more than an average of 60 seconds for an appropriate gap in the traffic stream. When average wait times exceed 60 seconds, pedestrians tend to become impatient and cross during inadequate gaps in traffic. If this initial threshold is met, check pedestrian signal warrants in the MUTCD.
Provide overhead safety lighting on the approach sides of both ends of midblock crosswalks.
Provide wheelchair ramps or at-grade channels at midblock crosswalks with curbs and medians.
Provide raised median pedestrian refuge at midblock crossings where the total crossing width is greater than 60 feet, and on any unsignalized multi-lane thoroughfare crossing.
Use high-visibility (ladder-style) crosswalk markings to increase visibility longitudinally.
Provide advance stop or yield lines to reduce multiple-threat crashes.
Provide advance crosswalk warning signs for vehicle traffic.
Provide curb extensions at midblock crosswalks with illumination and signing to increase pedestrian and driver visibility.
“Z” crossing configurations should be used for midblock crossings with medians wherever possible (see Figure 2.5). Provide an at-grade channel in median at a 45-degree angle toward advancing traffic to encourage pedestrians to look for oncoming traffic.
OTHER CONSIDERATIONS
A strategy to calm traffic speeds in advance of and at a midblock crossing is to raise the pavement to meet the sidewalk elevation by use of gentle ramps (see Figure 2.6). Consider use of overhead flashing beacons.

Sources:

Designing Walkable Urban Thoroughfares: A Context Sensitive Approach, ITE/CNU, 2017
 Safety Effects of Marked vs. Unmarked Crosswalks at Uncontrolled Locations, FHWA, 2005
 Manual on Uniform Traffic Control Devices, FHWA, 2014 Edition
 Guide for the Planning, Design and Operation of Pedestrian Facilities, AASHTO, 2004
[Guide for the Development of Bicycle Facilities, AASHTO, 2012](#)

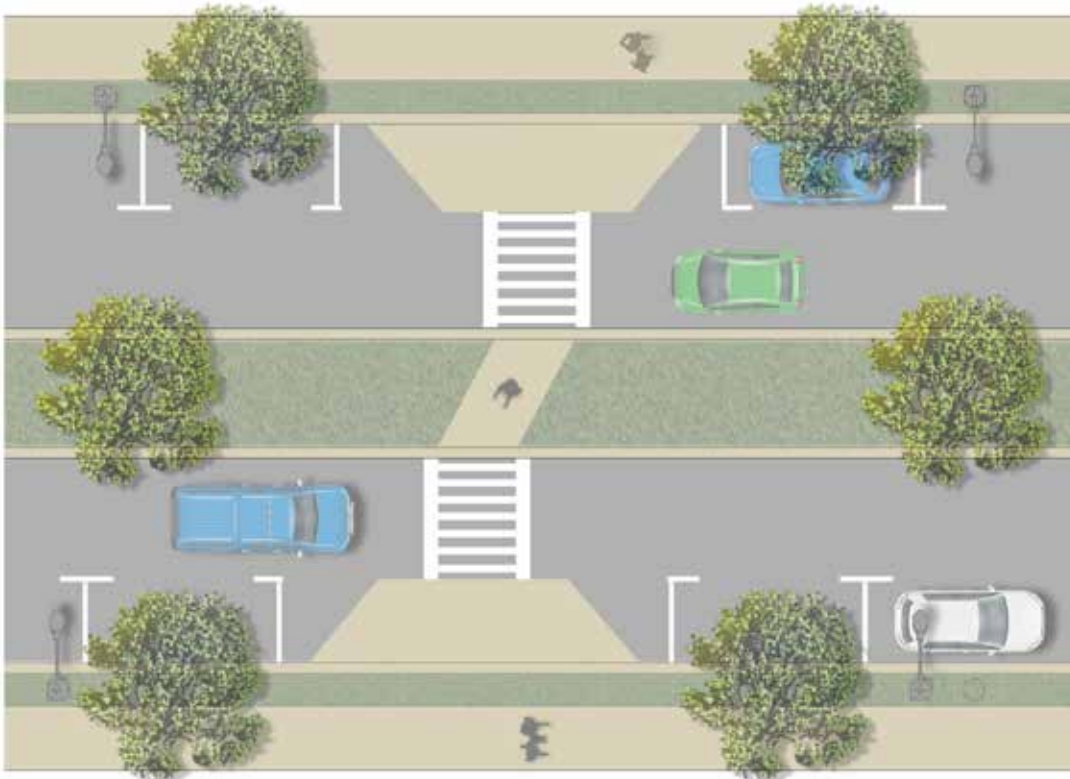


Figure 3.3 - Midblock crossings with a “Z” configuration force pedestrians crossing the median or raised pedestrian refuge island to look toward oncoming traffic. Avoid street trees that interfere with visibility. Source: Stantec, ITE

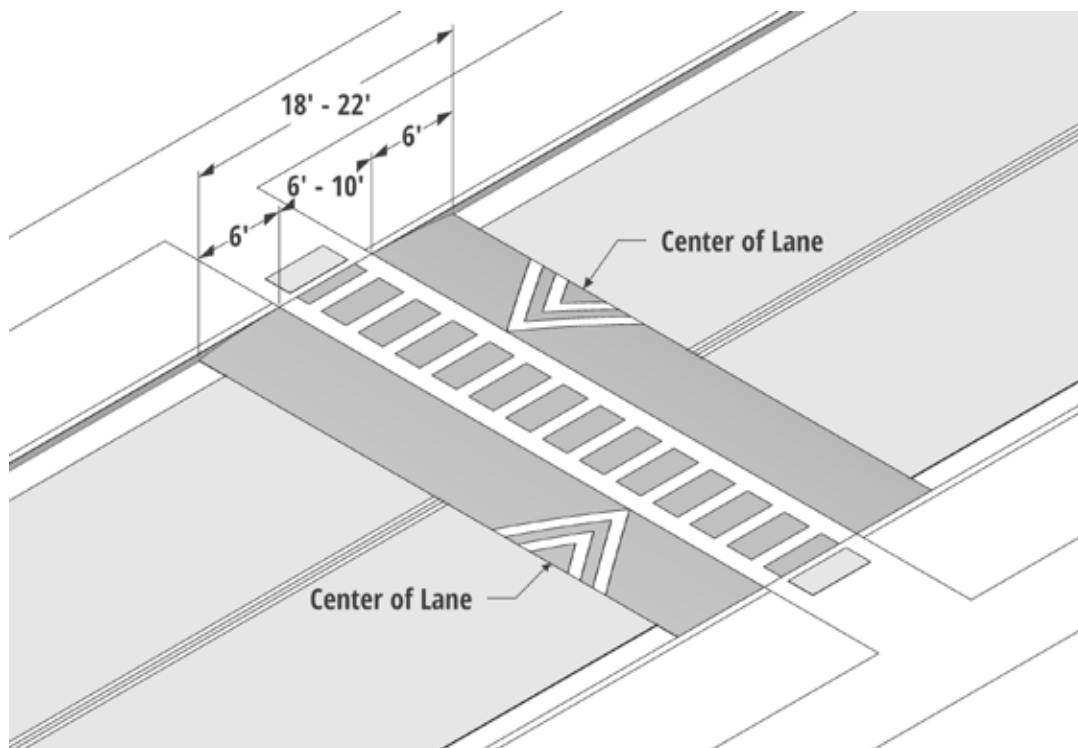


Figure 3.4 - The raised roadway crosswalk concept combines midblock crosswalks with traffic calming devices. Source: Stantec, ITE

3.6 ARID CLIMATE DESIGN CONSIDERATIONS

El Paso is a southwestern city characterized for its low-humidity hot summers and its cool dry winters. During the summer months (July to September), the city experiences most of its heavy rainfall—averaging about 9.7 inches per year—and thunderstorms, some severe enough to produce flash flooding. These natural climate considerations form part of a context-sensitive design strategy aimed at creating comfortable urban environments year-round. In the case of El Paso, the need to design streets for this specific climate is apparent.

Considerations for El Paso's climate should be integral to the design process for both public and private projects*. Some street design characteristics to consider are as follows:

- 1 Provide relief from hot temperatures in the pedestrian environment with design elements such as street trees, umbrella-covered tables, and cooling mist systems.

- 2 Require building facades to implement generous awnings for shading of the sidewalk area.
- 3 Must include water harvesting design treatments as per NACTO standards latest editions
- 4 Utilize textured hardscape elements to enliven and bring color to the streetscape.
- 5 Apply stormwater management strategies to handle flash flooding through a continuous shared soil system for street trees that absorbs and filters intense rainfalls efficiently and enhances street tree health. See [Urban Street Stormwater Guide](#), NACTO, 2017 for additional guidance.
- 6 Flexible use of the street can allow opportunities to provide shade and seating areas to enhance comfort for pedestrians.
- 7 [NACTO Transit Street Design Guide](#)

* Applicable to Downtown and Compact Urban Areas

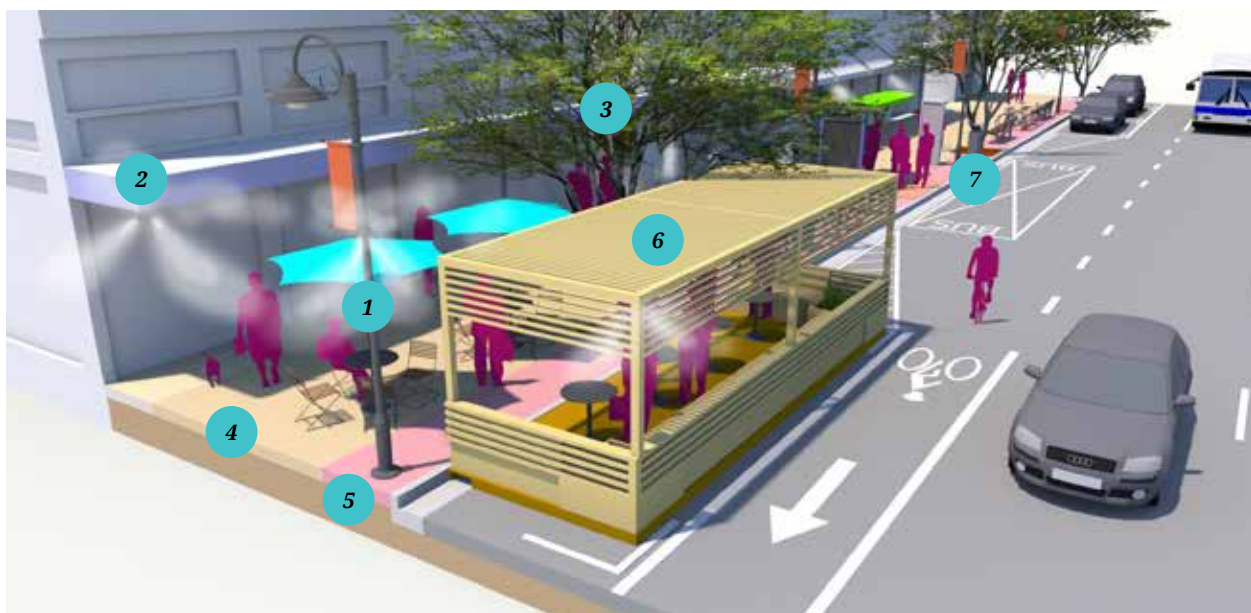


Figure 3.5: Illustration depicting design considerations for El Paso's arid climate

3.7 SMART MOBILITY

3.7.1 SMART MOBILITY

Smart mobility is a rapidly growing broader transportation focus that can transform communities. It includes more commonly known mobility technologies like autonomous and electric vehicles. More specifically, Smart mobility can be divided into five categories, accessible, automated, connected, electric, and shared (A2CES) systems. Communities—including El Paso—can take advantage of these rapidly evolving technologies to enhance the community’s resiliency, equity, environmental sustainability, and economy.

3.7.2 ACCESSIBILITY

Accessibility refers to a mobility system’s effectiveness in serving people of different abilities including disabled persons, senior citizens, children, or even parents with strollers. Accessibility features can be built into all manner of vehicle systems and services from mobile applications to on-board human-machine interfaces to wheelchair ramps. The principles of accessibility seek to promote equity, flexibility, simplicity, and ease of use.

3.7.3 AUTOMATED

Automated vehicles are those that operate independently of the world around them and do not need a driver. Such vehicles depend on a sophisticated set of sensors and computing to construct a digital map of the world around them in real time and move accordingly. Trials and pilots of automated vehicles have been occurring around the world for a number of years with millions of miles of successfully logged trips.

3.7.4 CONNECTED

Vehicles can now be connected to a wide variety of things, other vehicles, surrounding infrastructure and many other potential devices. This connectivity is made possible through a series of devices like sensors, servers and 5G networks, which increasingly allows for mobility and service enhancements. Connections provide additional information to the vehicle such as the location of potential accidents ahead, ride hailing by a passenger, and location/availability of parking spaces or charging stations. At its most basic level, today’s mapping applications on smart phones are examples of how information is communicated through a connected system that pools information from other drivers to improve the experience for everyone.

3.7.5 ELECTRIC

The electric car has long been a technology that transportation planners have embraced as a means to reduce the negative impacts of air and noise pollution produced by the internal combustion engine. Recently, electric vehicles have become more desirable as advances in battery storage have drastically increased the vehicle’s travel range. Still, the availability and location of charging stations remains a limiting factor in the widespread use of electric vehicles.

3.7.6 SHARED

Shared mobility has historically taken the form of public transit – buses and trains. The great recession gave rise to a sharing economy that leveraged the power of social networking and mapping to rent out and “share” a variety of assets including available car seats (e.g., Uber/Lyft). The sharing

network has extended to other mobility services including shared bicycles and electric scooters. Manufacturers and service providers are taking this concept further and have been developing new shared vehicle technologies known as micro-transit or automated shuttles to provide short distance connectivity – typically less than 3 miles in length – in business districts, office and college campuses, and in high tourist areas.

Smart mobility has great potential to positively transform communities and enhance the efficiency, safety and equity of community mobility. But, like all technologies, the success will depend on the core principles with which it is applied. These rapidly emerging mobility technologies deserve consideration as El Paso and its street network grow and streets are planned, designed and redesigned over time.



Figure 3.6: Conceptual rendering of a connected intersection where the vehicles, can communicate with the infrastructure as well as with other devices in the area

4

Thoroughfare and Street Standards



Chapter 4

Thoroughfare and Street Standards

4.1 APPLICABILITY

This Chapter of the El Paso Street Design Manual presents, in coordination with partner agencies, an updated set of typical cross-sections based on requirements and considerations contained in the Major Thoroughfare Plan (MTP), the revised Functional Classifications of Streets, and the new area types of Plan El Paso. The proposed set of cross-sections presents a new way of approaching thoroughfares in El Paso, and is aimed at creating a single reference resource for street design, planning, and construction. These sections also take into account other things happening around the city such as capital projects, development-related infrastructure, and right-of-way contributions—all key elements to the continuous urban and economic growth of the City of El Paso.

4.2 SUMMARY TABLE OF TYPICAL SECTIONS

This chapter contains descriptions of priorities and spatial preferences and minimums for roadway type. Table 4.1 on the next pages provides a high level of summary of this information, followed by more detailed information and sections for each type.

Table 4.1 Design Guidance Criteria for Typical Sections: by Functional Classification and Area Type

		Major Arterial (92-112 ft typ. ROW) Detailed design guidance begins on Page 38						Minor Arterial (70-92 ft typ. ROW) Detailed design guidance begins on Page 46					
		Travelway			Parking Zone	Accessory/ Amenity Zones	Pedestrian Zone	Travelway			Parking Zone	Accessory/ Amenity Zones	Pedestrian Zone
		Typical Lanes/ Widths ⁵	Medians/ Access	EBBP Bike Facilities Focus	On-Street Parking	Streetscape Focus ¹	Min. Sidewalk Width ²	Typical Lanes/ Widths	Medians/ Access	EBBP Bike Facilities Focus	On-Street Parking Priority	Streetscape Focus	Min. Sidewalk Width
Compact Urban	G-1	4-6 lanes, 10-11 ft	N/A	CT/ BBL/BL	Allowed	Planter/ Hardscape	8 ft	4-6 lanes, 10-11 ft	N/A	CT/BBL/ BL	Allowed	Planter/ Hardscape	8 ft
	G-2	4-6 lanes, 10-11 ft	Medians	CT/ BBL/BL	Allowed	Planter/ Hardscape	8 ft	4-6 lanes, 10-11 ft	Medians	CT/BBL/ BL	Allowed	Planter/ Hardscape	8 ft
	O-7	4-6 lanes, 10-11 ft	Medians	CT/ BBL/BL	Cond	Planter/ Hardscape	8 ft	4-6 lanes, 10-11 ft	Medians	CT/BBL/ BL	Cond	Planter/ Hardscape	8 ft
Drivable Suburban	G-3	4-6 lanes, 10-12 ft	Medians or TWLTL	SUP/ BBL/BL	Cond	Planter Strip	12 ft SUP, 6 ft SW	2-4 lanes, 10-11 ft	Medians or TWLTL	SUP/ BBL/BL	Cond	Planter Strip	6 ft
	G-4	4-6 lanes, 10-12 ft	Medians or TWLTL	SUP/ BBL/BL	Cond	Planter Strip	12 ft SUP, 6 ft SW	2-4 lanes, 10-11 ft	Medians or TWLTL	SUP/ BBL/BL	Cond	Planter Strip	6 ft
	G-5 ³	4-6 lanes, 10-12 ft	Medians	SUP/ BBL/BL	Cond	Planter Strip	6 ft	2-4 lanes, 10-12 ft	Medians or TWLTL	SUP/ BBL/BL	Cond	Planter Strip	6 ft
	G-7	4-6 lanes, 11-12 ft	Medians or TWLTL	SUP/ BBL/BL	Cond	Sidewalk	6 ft	2-4 lanes, 10-12 ft	Medians or TWLTL	SUP/ BBL/BL	Allowed	Sidewalk	6 ft
	G-8 ³	4-6 lanes, 11-12 ft	Medians	SUP/ BBL/BL	Cond	Sidewalk	6 ft	2-4 lanes, 10-12 ft	Medians or TWLTL	SUP/ BBL/BL	Cond	Sidewalk	6 ft
	G-9 ³	4-6 lanes, 11-12 ft	Medians	SUP/ BBL/BL	Cond	Sidewalk	6 ft	2-4 lanes, 10-12 ft	Medians or TWLTL	SUP/ BBL/BL	Cond	Sidewalk	6 ft
Rural	G-6	2-4 lanes, 11-12 ft	Medians	SUP/ BL	Not Allowed	Sidewalk	5 ft	2-4 lanes, 11-12 ft	N/A	SUP/BL	Not Allowed	Sidewalk	6 ft
	O-3	2-4 lanes, 12 ft	Medians	BL/BB	Not Allowed	None	N/A	2-4 lanes, 12 ft	N/A	SUP/BL	Not Allowed	None	5 ft
	O-4	2-4 lanes, 12 ft	Medians	BL/BB	Not Allowed	None	N/A	2-4 lanes, 12 ft	N/A	SUP/BL	Not Allowed	None	5 ft
	O-5	2-4 lanes, 12 ft	Medians	BL/BB	Not Allowed	None	N/A	2-4 lanes, 12 ft	N/A	SUP/BL	Not Allowed	None	5 ft
	O-6	2 lanes, 11-12 ft	Medians	BL/BB	Not Allowed	None	N/A	2 lanes, 11-12 ft	N/A	SUP/BL	Not Allowed	None	5 ft

EXPLANATION OF PARKING TERMS

Allowed⁴ On-street parking is permitted on this thoroughfare type in the area type. Specific guidance in Chapter 9 provides detail on how it can be accommodated, especially in constrained rights-of-way

Conditional (Cond) On-street parking may be permitted subject to additional criteria.

Not Allowed On-street parking is not allowed.

Not Applicable (NA)

Note 1: In areas where 8 ft is the min. sidewalk width, 6 ft may be accepted in constrained areas as approved by the City Manager or designee. Pedestrian Clear Zone, not inclusive of Planter Strip.

Note 2: A minimum of 12-foot widths should be used for the Pedestrian Zone along Arterial roadways to allow for space that may need to be re-purposed or substituted for other uses, such as shared use paths.

Note 3: Areas of the County designated as G-5, G-8 and G-9 are not within the COEP's regulatory jurisdiction at the time of writing.

Note 4: On-street parking near a bus stop and adjacent to a transit lane will need to comply with existing Sun Metro standards.

Note 5: Adjustments to number of lanes will be made based on a Traffic Impact Assessment (TIA).

		Collector (58-88 ft typ. ROW) Detailed design guidance begins on Page 52						Local (48-62 ft typ. ROW) Detailed design guidance begins on Page 60					
		Travelway			Parking Zone	Accessory/ Amenity Zones	Pedestrian Zone	Travelway			Parking Zone	Accessory/ Amenity Zones	Pedestrian Zone
		Typical Lanes/ Widths	Medians/ Access	EPBP Bike Facilities Focus	On-Street Parking	Streetscape Focus	Min. Sidewalk Width	Typical Lanes/ Widths	Medians/ Access	EPBP Bike Facilities Focus	On-Street Parking	Streetscape Focus	Min. Sidewalk Width
Compact Urban	G-1	2-4 lanes, 10-11 ft	N/A	CT/BBL/ BL	Allowed	Planter/ Hardscape	8 ft	2 lanes, 10-11 ft	N/A	BL/BB	Allowed	Planter/ Hardscape	6 ft
	G-2	2-4 lanes, 10-11 ft	Medians or TWLTL	CT/BBL/ BL	Allowed	Planter/ Hardscape	8 ft	2 lanes, 10-11 ft	Turn lanes	BL/BB	Allowed	Planter/ Hardscape	6 ft
	O-7	2-4 lanes, 10-11 ft	Medians or TWLTL	CT/BBL/ BL	Allowed	Planter/ Hardscape	8 ft	2 lanes, 10-11 ft	Turn lanes	BL/BB	Allowed	Planter/ Hardscape	6 ft
Drivable Suburban	G-3	2-4 lanes, 10-11 ft	Medians or TWLTL	CT/BBL/ BL	Allowed	Planter Strip	6 ft	2 lanes, 10-11 ft	N/A	BL/BB	Allowed	Planter Strip	5 ft
	G-4	2-4 lanes, 10-11 ft	Medians or TWLTL	CT/BBL/ BL	Allowed	Planter Strip	6 ft	2 lanes, 10-11 ft	N/A	BL/BB	Allowed	Planter Strip	5 ft
	G-5	2-4 lanes, 10-11 ft	Medians or TWLTL	SUP/BL	Allowed	Planter Strip	6 ft	2 lanes, 10-11 ft	N/A	BL/BB	Allowed	Planter Strip	5 ft
	G-7	2-4 lanes, 10-11 ft	Medians or TWLTL	SUP/BL	Allowed	Planter Strip	6 ft	2 lanes, 10-11 ft	N/A	BL/BB	Allowed	Sidewalk	5 ft
	G-8	2-4 lanes, 11-12 ft	Medians or TWLTL	SUP/BL	Cond	Sidewalk	6 ft	2 lanes, 10-11 ft	N/A	BL/BB	Cond	Sidewalk	5 ft
	G-9	2-4 lanes, 12 ft	Medians or TWLTL	SUP/BL	Cond	Sidewalk	6 ft	2 lanes, 10-11 ft	N/A	BL/BB	Not Allowed	Sidewalk	5 ft
Rural	G-6	2 lanes, 11-12 ft	N/A	BL, SB	Not Allowed	SUP or Sidewalk	6 ft	2 lanes, 10-11 ft	N/A	N/A	Allowed	SUP or Sidewalk	5 ft
	O-3, O-4, O-5, O-6	2 lanes, 11-12 ft	N/A	SB	Not Allowed	None	N/A	2 lanes, 10-11 ft	N/A	N/A	Not Allowed	None	5 ft
Alley (20-28 ft typ. ROW) Detailed design guidance begins on Page 68													
All Area Types								1-2 lanes, 12-14 ft	N/A	N/A	Not Allowed	None	None

EXPLANATION OF BICYCLE FACILITY TERMS (core designations from the El Paso Bike Plan)

CT	Cycle Track
BBL	Buffered Bike Lane (may also be designed as “protected bike lane” with physical barriers in the buffer area)
BL	Bike Lane
SB	Shoulder Bikeway

SUP	Shared Use Path: Minimum 10-foot, two-way shared bicycle and pedestrian facility separated from main traveled way
BB	Bicycle Boulevard
SSR	Signed Shared Roadway
MSSR	Marked and Signed Shared Roadway

EXPLANATION OF OTHER TERMS

TWLTL Two-way Left Turn Lane

4.3 MAJOR ARTERIALS

4.3.1 MAJOR ARTERIAL - COMPACT URBAN

The Compact Urban sections should have the slowest design speed (compared to the suburban and rural sections) to provide a better balance between pedestrians, vehicles, and bicyclists in walkable urban areas. Four travel lanes are provided in the basic section, with an option to add two additional lanes if warranted by traffic demand. Medians may be allowed based on local access and driveway patterns, and interior travel lanes are narrowed to 10 feet. Any bicycle facilities

recommended in the El Paso Bike Plan shall be pursued, although in constrained rights-of-way design trade-offs approved by the City Manager or designee may allow for reduced facility dimensions. These streets will require flexibility in designing for the arterial function, as they are located in land use contexts not compatible with high-speed travel.

Although vehicle lanes (and their widths) remain high-priority design factors, they should not come at the expense of pedestrian safety or other concerns central to downtowns and traditional neighborhoods.

BASIC DESIGN FACTORS

MAJOR ARTERIAL COMPACT URBAN AREA TYPE

BASE ROW: 110 FEET

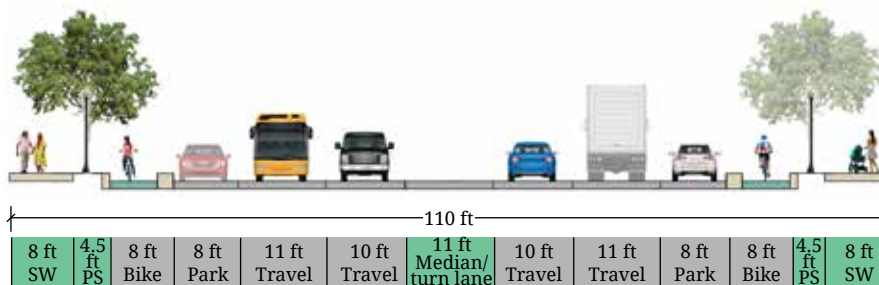
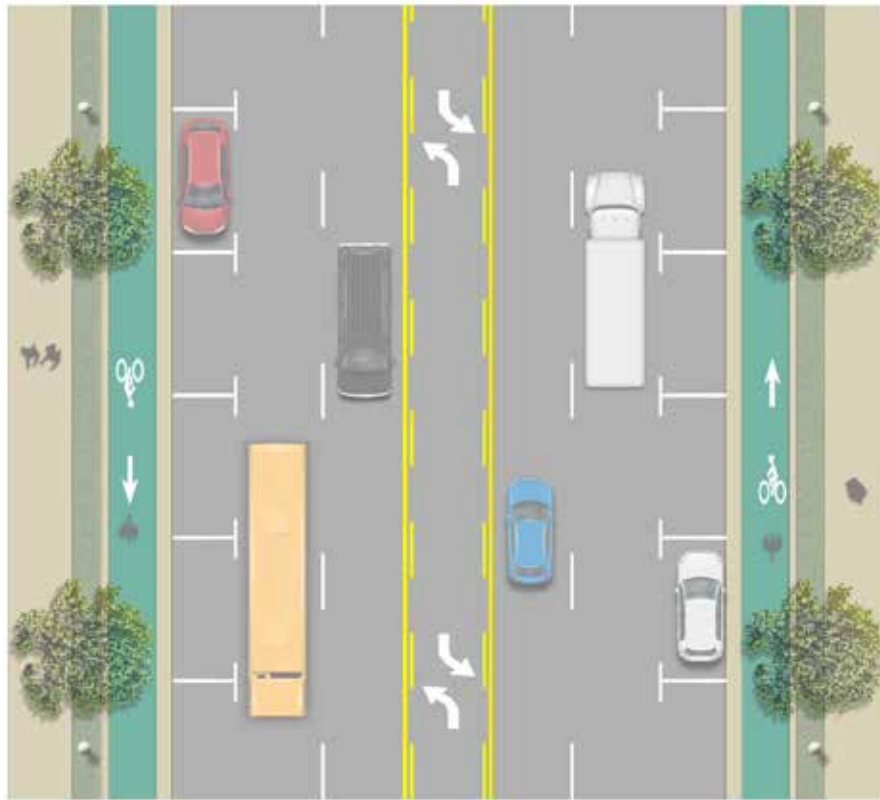
Thoroughfare Cross-Section Design Factors and Priorities						
	Typical Lanes/ Widths	Medians/Access	On-Street Parking	Streetscape Elements	El Paso Bike Plan Bike Facilities	Min. Sidewalk Width
G-1 Downtown	4-6 lanes depending on volumes and bicycle facilities or parking needs. 10 ft inner lanes and 11 ft outer lanes (for transit vehicles)	Medians (except in G-1) preferred. Curb cuts should be restricted.	Allowed, should be retained when possible. Other lower-class roadway types may be more suitable	Planter strip, which may be substituted for hardscape treatment. The separation from sidewalk to travel lanes is important for pedestrian safety in these areas	Cycle Track or Buffered Bike Lane should always be used on designated routes. Constrained areas, buffer may be reduced or eliminated	8 ft
G-2 Traditional Neighborhood						8 ft
O-6 Potential Annexation & O-7 Urban Expansion	2-4 lanes, 10 ft-11 ft lanes	Medians	Depends on context. May be used in commercial areas		When planning for new routes, plan space for protected facilities	8 ft

The above design factors and priorities may be applied in O-6 Potential Annexation as necessary with future annexations.

Other Thoroughfare Design Factors	
Traffic Volume Threshold for Added Lanes	35,000 vehicles per day existing or projected volume (based on major development) to expand from four to six lanes
Mid-Block Crossings and Other Pedestrian Enhancements	Mid-block crossings should not be needed along major arterials with a regular block spacing typical of (or desired for) Compact Urban area types. They may be allowed when block lengths (or the spacing between otherwise protected pedestrian crossings) exceeds 800 feet.
Curbside Management Concerns	On-street parking is generally allowed, though should be used with care, especially on any six-lane arterials or cases of right-of-way constraint. Curbside freight loading/unloading and rideshare/taxi pickup and drop-off should not be designated.
Transit Vehicle Design and Needs	Transit routes may designate stops in curbside lanes. Generally, 62 feet and 95 feet of curbside length should be reserved at stops for standard transit bus and Brio transit bus vehicle needs respectively.

Note 1: Mid-block crossings shall be determined by engineering studies/judgment not just define spacing, provided sources and defined regular block spacing.

MAJOR ARTERIAL COMPACT URBAN AREA TYPE 110 FT TOTAL ROW



Medians (except in G-1) are preferred means of access management, with space to allow turn lanes.

Travel lanes are the main priority of arterials, though in Compact Urban area types 10 ft inner lanes may be used. 11 ft outer lanes should be designated on priority transit corridors. **Inside travel lane dimensions exclude gutter, which is included in median dimensions.**

Parking is critical to include in commercial areas. For trade-offs, the number of lanes may be reconsidered, as major arterials in Compact Urban areas should not be carrying the bulk of regional traffic volumes.

Bicycle facilities shall be provided when designated in the El Paso Bike Plan, with protected facilities preferred. Dimensions are inclusive of gutter.

Planter strips or hardscape areas allow street trees and critical separation of pedestrians and moving traffic in Compact Urban area types, especially when parking or bike facilities are not included.

Wider sidewalks are desirable, but in trade-offs and constrained situations, 6 ft minimum is critical to preserve in Compact Urban area types.

4.3.2 MAJOR ARTERIAL - DRIVABLE SUBURBAN

The Drivable Suburban section is similar to the existing permitted section. Four travel lanes are provided in the basic section, with an option to add two additional lanes if warranted by traffic demand. The vehicular lanes are 10 or 11 ft in width, and medians are a preferred approach to access management.

Because bicycle facilities as recommended in the El Paso Bike Plan are not as crucial to Compact Urban Major Arterials, they should be given a higher priority in Drivable Suburban area types as they may be critically important routes for completing a bicycle network.

BASIC DESIGN FACTORS

MAJOR ARTERIAL DRIVABLE SUBURBAN AREA TYPE

BASE ROW: 112 FEET (6 LANE) / 92 FEET (4 LANE)

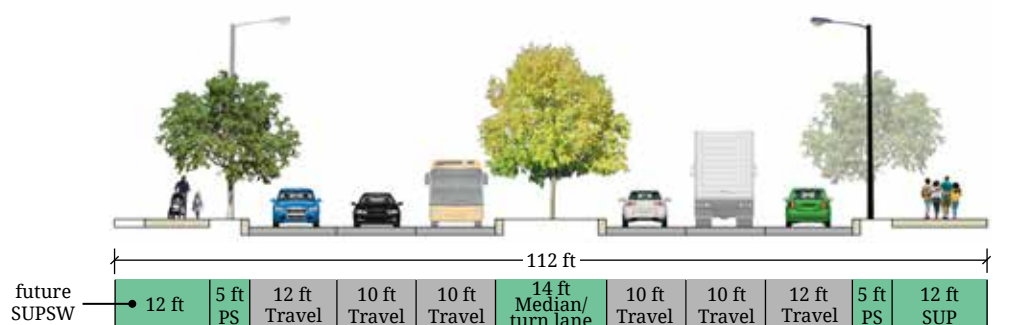
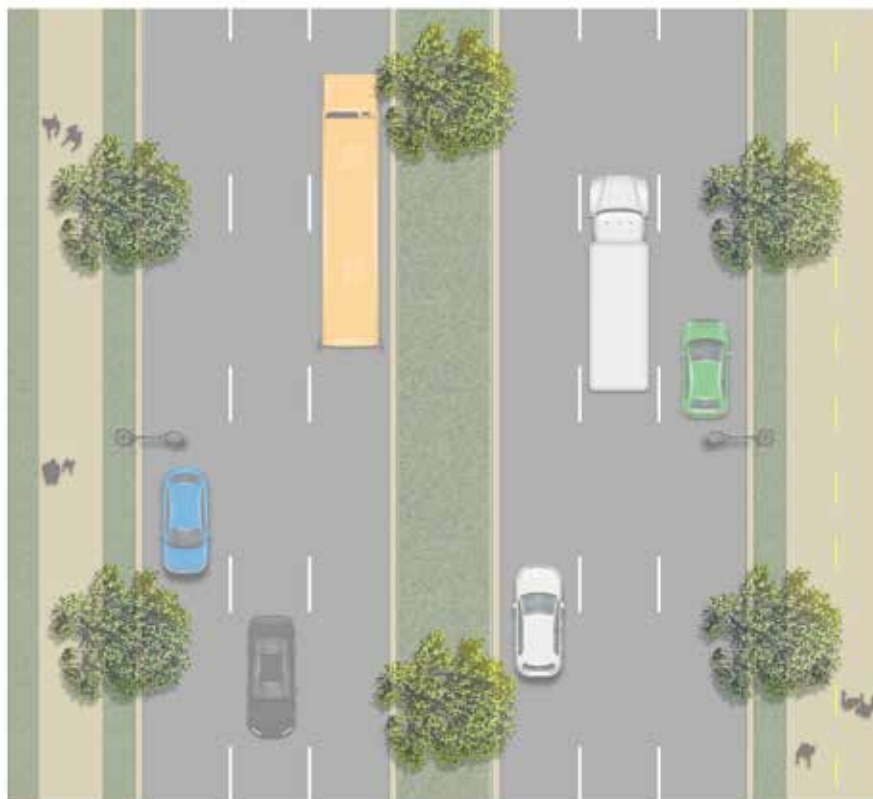
Thoroughfare Cross-Section Design Factors and Priorities						
	Typical Lanes/Widths	Medians/ Access	On-Street Parking	Streetscape Elements	El Paso Bike Plan Bike Facilities	Min. Sidewalk Width
G-3 Post-War	4-6 lanes depending on volumes, 10 ft-12 ft lanes. 10 ft lanes typ. for inner lanes; 12 ft lanes (incl. gutter) typ. for outer lanes on priority transit corridors and truck routes	Medians preferred; TWLTL may be used	Conditional depends on land use context. This is preferred for commercial locations with smaller parcel patterns	Planter strips, which may be substituted with hardscape materials for special treatments such as bus stops	BBL, BL or SUP are appropriate to use, though in these area types any designated corridors should emphasize pedestrian and cyclist safety	12 ft SUP, 6 ft SW
G-4 Suburban						12 ft SUP, 6 ft SW
G-5 Independent City	4-6 lanes, 10 ft-12 ft	Medians		Planter strip ideal to provide	SUP/BBL/BL	6 ft
G-7 Industrial	4-6 lanes, 11 ft-12 ft	Medians or TWLTL	Low priority; may not be feasible due to other design factors	Sidewalks critical to preserve, other streetscape may be lesser priority	SUP/BBL/BL	6 ft
G-8 Fort Bliss Mixed Use	4-6 lanes, 11 ft-12 ft	Medians	Conditional, depending on land use context	Sidewalk	SUP/BBL/BL	6 ft
G-9 Fort Bliss Military	4-6 lanes, 11 ft-12 ft	Medians		Sidewalk	SUP/BBL/BL	6 ft

The above design factors and priorities may be applied in O-6 Potential Annexation as necessary with future annexations.

Other Thoroughfare Design Factors	
Traffic Volume Threshold for Added Lanes	30,000 vehicles per day existing or projected volume (based on major development) to expand from four to six lanes, due to a greater amount of expected mid-block turn activity.
Mid-Block Crossings and Other Pedestrian Enhancements	Mid-block crossings are allowed between signalized intersections more than 1,000 feet apart.
Curbside Management Concerns	On-street parking should be focused on commercial or multi-family areas only. Freight and passenger pickup/drop-off should not be designated.
Transit Vehicle Design and Needs	Transit routes may designate stops in curbside lanes. Generally, 62 feet and 95 feet of curbside length should be reserved at stops for standard transit bus and Brio transit bus vehicle needs respectively.

Note 1: Mid-block crossings shall be determined by engineering studies/judgment not just define spacing, provided sources and defined regular block spacing.

MAJOR ARTERIAL DRIVABLE SUBURBAN AREA TYPE 112 FT TOTAL ROW



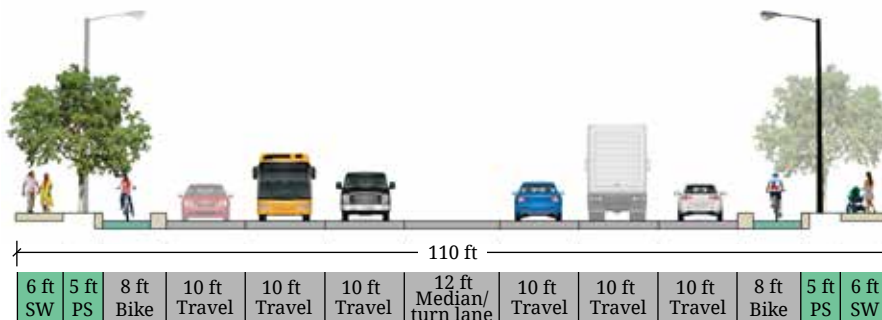
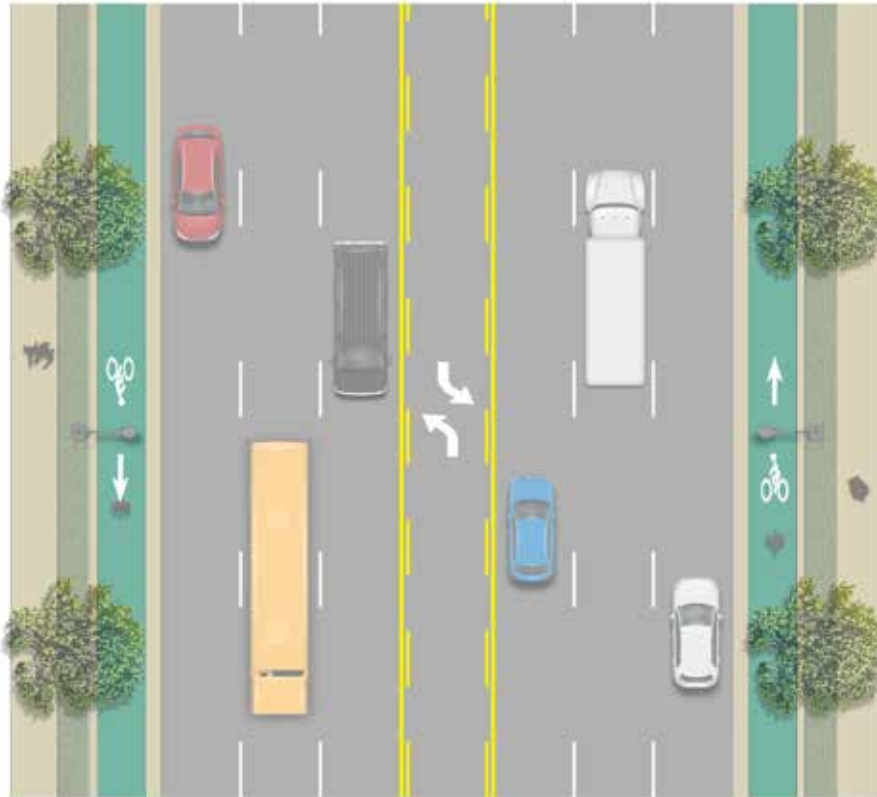
Median widths may be reduced to 11 ft in constrained conditions.

When existing or projected traffic volumes warrant added lanes, strive to keep overall lane widths tailored to context conditions of Compact Urban area types, designing for travel speeds appropriate to these areas. Outside travel lane dimensions are inclusive of the gutter.

Planter strips or hardscape areas are all the more critical in roadways wider than four lanes, as constrained conditions may mean that parking or bicycle facilities are not added.

12 ft should be maintained on corridors planned for a shared use path (SUP) in the El Paso Bike Plan and/or to allow for future shared use path implementation. If no SUP is planned, wider sidewalks are desirable, but in trade-offs and constrained situations, 6 ft minimum is critical to preserve in Drivable Suburban Area Types.

MAJOR ARTERIAL DRIVABLE SUBURBAN AREA TYPE 110 FT TOTAL ROW



Medians are a preferred means of access management, with space to allow turn lanes. Two-way left turn lanes may be used in existing conditions with frequent driveway spacing or where access management is difficult to implement.

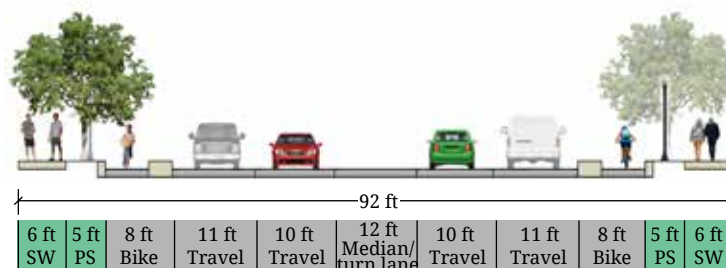
Number of travel lanes should be determined by traffic volumes (or projected volumes from new major developments).

Bicycle facilities should be included when designated in the El Paso Bike Plan, with protected facilities preferred. Bike lane dimensions are inclusive of the gutter, but the gutter is not considered a rideable surface.

Planter strips or hardscape areas allow street trees and critical separation of pedestrians and moving traffic.

Wider sidewalks are desirable, but in trade-offs and constrained situations, 6 ft minimum is critical to preserve in Drivable Suburban area types.

MAJOR ARTERIAL DRIVABLE SUBURBAN AREA TYPE 92 FT TOTAL ROW



Wider sidewalks are desirable, but in trade-offs and constrained situations, 6 ft minimum is critical to preserve in Drivable Suburban area types.

Medians are a preferred means of access management, with space to allow turn lanes. Two-way left turn lanes may be used in existing conditions with frequent driveway spacing or where access management is difficult to implement.

Number of travel lanes should be determined by traffic volumes (or projected volumes from new major developments). 11 ft outer lanes are preferred on major transit and truck route corridors.

Bicycle facilities should be included when designated in the El Paso Bike Plan, with protected facilities preferred. This may be substituted for on-street parking in space constrained areas and in industrial land use contexts where curbside parking is a low priority. Bike lane dimensions are inclusive of the gutter.

Planter strips or hardscape areas allow street trees and critical separation of pedestrians and moving traffic in Drivable Suburban area types, especially when parking or bike facilities are not included.

4.3.3 MAJOR ARTERIAL - RURAL

The Rural section provides two lanes, with an option to add two additional lanes if warranted by traffic demand. A wide swale provides separation between pedestrians, bicyclists, equestrians, and moving vehicles. Trees in swales are typically clustered organically.

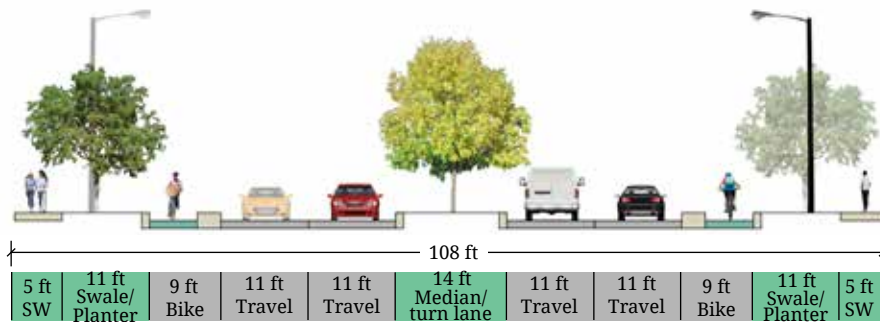
BASIC DESIGN FACTORS

MAJOR ARTERIAL RURAL AREA TYPE

BASE ROW: 108 FEET

Thoroughfare Cross-Section Design Factors and Priorities						
	Typical Lanes/Widths	Medians/ Access	On-Street Parking	Streetscape Elements	El Paso Bike Plan Bike Facilities	Min. Sidewalk Width
G-6 Rural Settlement	2-4 lanes, depending on traffic volumes. 11 ft lanes preferred, though 12 ft lanes may be used for particular needs such as truck routes	Medians	Not allowed	Sidewalk is critical, though separation from roadway is also desirable	Shared use path or Bike Lane, depending on overall driveway spacing and access patterns	5 ft sidewalk is critical to preserve in these areas
O-3 Agriculture	2-4 lanes, 12 ft lane widths	Medians	Not allowed	None	Shared use path or Shoulder Bikeway	Not applicable
O-4 Military Reserve	2-4 lanes, 12 ft lane widths	Medians	Not allowed	None	Bike Lanes or Bicycle Boulevard.	Not applicable
O-5 Remote	2-4 lanes, 12 ft lane widths	Medians	Not allowed	None	Bike Lanes or Bicycle Boulevard.	Not applicable
O-6 Potential Annexation	2-4 lanes, 12 ft lane widths	Medians	Not allowed	None	Bike Lanes or Bicycle Boulevard.	Not applicable

MAJOR ARTERIAL RURAL AREA TYPE 108 FT TOTAL ROW



Medians should be standard in rural sections, as access management principles should apply to new development.

Number of travel lanes should be determined by traffic volumes (or projected volumes from new major developments). 110 ft section shown here is a four-lane section. **Inside travel lane dimensions exclude gutter, which is included in median dimensions.**

Bicycle facilities should be included when designated in the El Paso Bike Plan, with protected facilities preferred. Bicycle lane dimensions include the gutter, but the gutter is not considered a rideable surface.

ROW accommodates swale drainage until future curb and gutter is constructed.

5 ft sidewalk is a high priority in Rural Settlement areas only; it is not required in other Plan El Paso area designations.

4.4 MINOR ARTERIALS

4.4.1 MINOR ARTERIAL - COMPACT URBAN

In the Compact Urban context, the denser street network allows minor arterials to have only two travel lanes. Vehicular lanes are reduced to 10 ft in width and sharrow markings are provided to slow the vehicular design speeds and provide a better balance between all modes of travel (vehicle, pedestrian, and bike). On-street parking produces further traffic calming, and provides a buffer between pedestrians and moving

vehicles. The street gutter pan should be located within the prescribed parking lane dimension.

Parallel parking should be allowed up to within 25 ft of the curb radius return at intersections. Where left turn lanes are needed, additional parking may be eliminated closest to intersections to provide needed width. Curb extensions at intersections are not recommended, as these can interfere with turning movements of emergency service and similar-sized vehicles.

Note: One travel lane each direction should be increased to 11 ft in width on transit streets.

BASIC DESIGN FACTORS

MINOR ARTERIAL COMPACT URBAN AREA TYPE

BASE ROW: 92 FEET

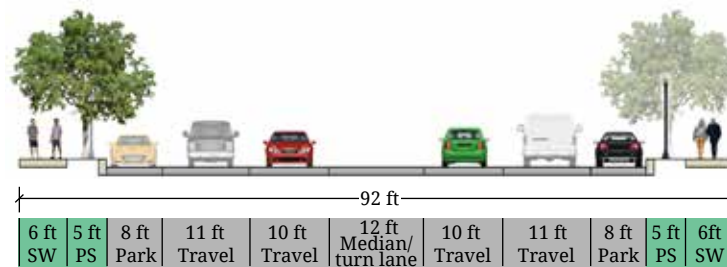
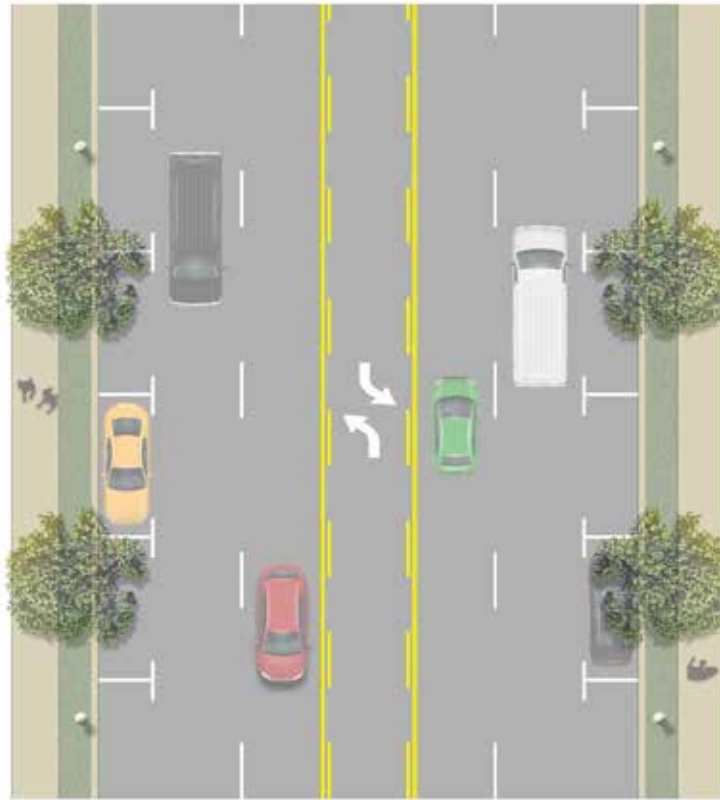
Thoroughfare Cross-Section Design Factors and Priorities						
	Typical Lanes/ Widths	Medians/Access	On-Street Parking	Streetscape Elements	El Paso Bike Plan Bike Facilities	Min. Sidewalk Width
G-1 Downtown	4-6 lanes depending on volumes. 10 ft inner lanes and 11 ft outer lanes (for transit vehicles)	Medians (except G-1) preferred. Curb cuts should be restricted.	On-street parking is highly important in commercial land use contexts	Planter strip, which may be substituted for hardscape treatment. The separation from sidewalk to travel lanes is important for pedestrian safety in these areas	CT or BBL should always be used on designated routes. In right-of-way constraints, buffer may be reduced or eliminated	8 ft minimum critical
G-2 Traditional Neighborhood						8 ft
O-7 Urban Expansion	4-6 lanes, 10 ft-11 ft lanes		Conditional		When planning for new routes, plan space for protected facilities	8 ft

The above design factors and priorities may be applied in O-6 Potential Annexation as necessary with future annexations.

Other Thoroughfare Design Factors	
Traffic Volume Threshold for Added Lanes	35,000 vehicles per day existing or projected volume (based on major development) to expand from four to six lanes.
Mid-Block Crossings¹ and Other Pedestrian Enhancements	Mid-block crossings may be allowed when block lengths (or the spacing between otherwise protected pedestrian crossings) exceeds 600 feet.
Curbside Management Concerns	On-street parking should be focused on commercial or multi-family areas only. Freight and passenger pickup/drop-off may be designated.
Transit Vehicle Design and Needs	Transit routes may designate stops in curbside lanes. Generally, 62 feet and 95 feet of curbside length should be reserved at stops for standard transit bus and Brio transit bus vehicle needs respectively.

Note 1: Mid-block crossings shall be determined by engineering studies/judgment not just define spacing, provided sources and defined regular block spacing.

MINOR ARTERIAL COMPACT URBAN AREA TYPE 92 FT TOTAL ROW



Wider sidewalks are desirable, but in trade-offs and constrained situations, 6ft minimum is critical to preserve in Drivable Suburban area types.

Medians (except in G-1) are a preferred means of access management, with space to allow turn lanes. Two-way left turn lanes may be used in existing conditions with frequent driveway spacing or where access management is difficult to implement.

Number of travel lanes should be determined by traffic volumes (or projected volumes from new major developments). 11ft outer lanes are preferred on major transit and truck route corridors.

Bicycle facilities should be included when designated in the El Paso Bike Plan, with protected facilities preferred. This may be substituted for on-street parking in space constrained areas and in industrial land use contexts where curbside parking is a low priority. Parking and bike lane dimensions are inclusive of the gutter.

Planter strips or hardscape areas allow street trees and critical separation of pedestrians and moving traffic in Drivable Suburban area types, especially when parking or bike facilities are not included.

4.4.2 MINOR ARTERIAL - DRIVABLE SUBURBAN

The Suburban section is the most similar to the existing permitted minor arterial section. Two travel lanes are provided in the basic section, with an option to add two additional lanes if warranted by traffic demand. The vehicular lanes are 11 ft width in this auto-

dominant environment. The pedestrian realm is widened to enhance walking and biking opportunities. The tree-lined parkway provides separation between pedestrians, bicyclists, and moving vehicles.

BASIC DESIGN FACTORS

MINOR ARTERIAL DRIVABLE SUBURBAN AREA TYPE

BASE ROW: 90 FEET (4 LANE) / 70 FEET (2 LANE)

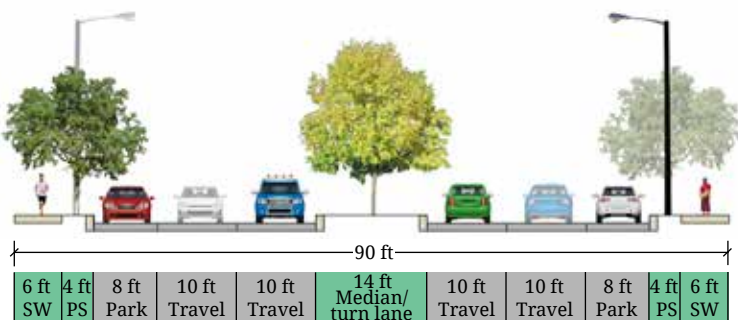
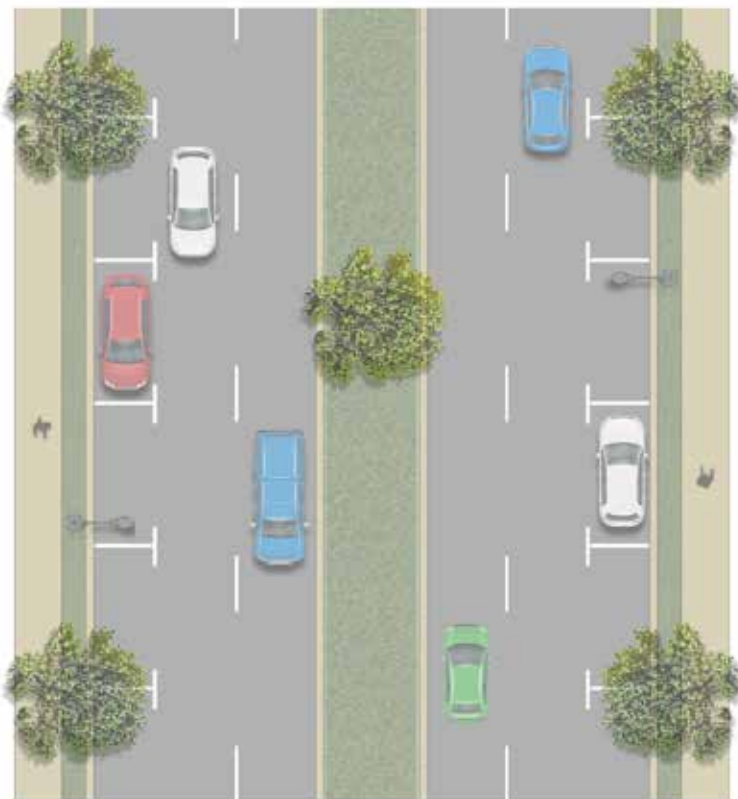
Thoroughfare Cross-Section Design Factors and Priorities						
	Typical Lanes/Widths	Medians/ Access	On-Street Parking	Streetscape Elements	El Paso Bike Plan Bike Facilities	Min. Sidewalk Width
G-3 Post-War	2-4 lanes depending on volumes, 10-11 ft lanes. 10 ft lanes typ. for inner lanes; 11 ft lanes typ. for outer lanes on priority transit corridors and truck routes	Medians are preferred, though two-way left turn lanes may be used	Conditional depends on land use context. This is preferred for commercial locations with smaller parcel patterns	Planter strips, which may be substituted with hardscape materials for special treatments such as bus stops	BBL, BL, or a SUP appropriate, though in these area types any designated corridors should emphasize pedestrian and cyclist safety	6 ft
G-4 Suburban						6 ft
G-5 Independent City	2-4 lanes, 10 ft-12 ft	Medians	Conditional	Planter strip	SUP/BBL/BL	6 ft
G-7 Industrial	2-4 lanes, 10 ft-12 ft	Medians or TWLTL	Low priority; may not be feasible due to other design factors	Sidewalks critical to preserve, though other streetscape is a lesser priority	SUP/BBL/BL	6 ft
G-8 Fort Bliss Mixed Use	2-4 lanes, 10 ft-12 ft	Medians	Conditional	Sidewalk	SUP/BBL/BL	6 ft
G-9 Fort Bliss Military	2-4 lanes, 10 ft-12 ft	Medians	Conditional	Sidewalk	SUP/BBL/BL	6 ft

The above design factors and priorities may be applied in O-6 Potential Annexation as necessary with future annexations.

Other Thoroughfare Design Factors	
Traffic Volume Threshold for Added Lanes	18,000 vehicles per day existing or projected volume (based on major development) to expand from two to four lanes.
Mid-Block Crossings and Other Pedestrian Enhancements	Mid-block crossings may be allowed when block lengths (or the spacing between otherwise protected pedestrian crossings) exceeds 1,000 feet.
Curbside Management Concerns	On-street parking should be focused on commercial or multi-family areas only. Freight and passenger pickup/drop-off should not be designated.
Transit Vehicle Design and Needs	Transit routes may designate stops in curbside lanes. Generally, 62 feet and 95 feet of curbside length should be reserved at stops for standard transit bus and Brio transit bus vehicle needs respectively.

Note 1: Mid-block crossings shall be determined by engineering studies/judgment not just define spacing, provided sources and defined regular block spacing.

MINOR ARTERIAL DRIVABLE SUBURBAN AREA TYPE 90 FT TOTAL ROW



Medians are preferred means of access management, with space to allow turn lanes.

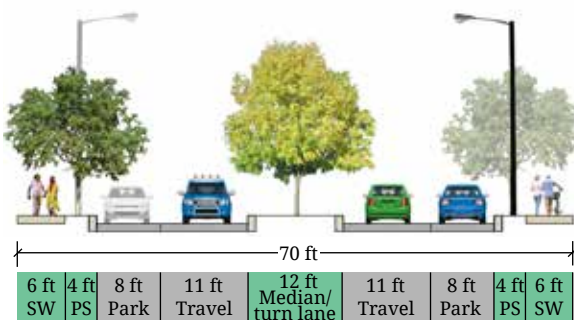
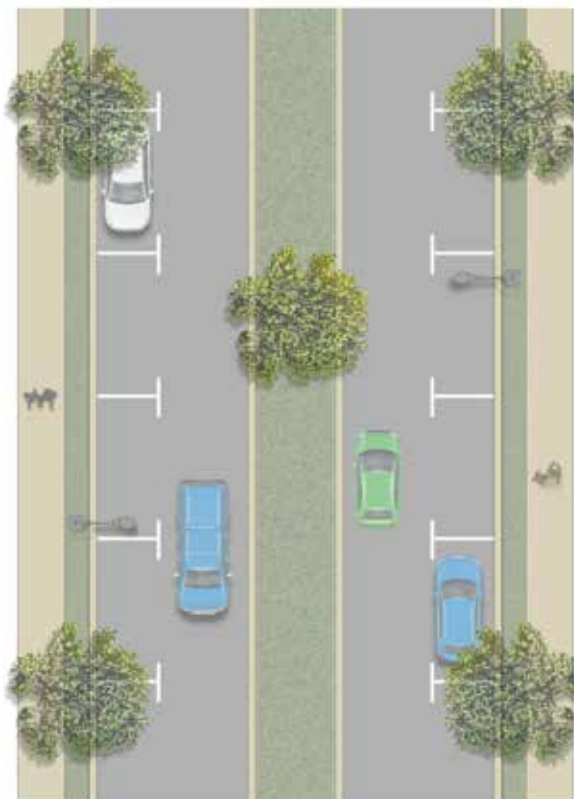
Travel lanes are the main priority of arterials, though in Drivable Suburban area types 10 ft inner lanes may be used. 11 ft outer lanes should be designated on priority transit corridors. **Inside travel lane dimensions exclude gutter, which is included in median dimensions.**

Bicycle facilities should be included when designated in the El Paso Bike Plan, with protected facilities preferred. This may be substituted for on-street parking, though in space constraints these are less of a priority than ensuring the arterial function of the street and pedestrian safety.

Planter strips or hardscape areas allow street trees and critical separation of pedestrians and moving traffic in Compact Urban area types, especially when parking or bike facilities are not included.

Wider sidewalks are desirable, but in trade-offs and constrained situations, 6 ft minimum is critical to preserve in Drivable Suburban area types.

MINOR ARTERIAL DRIVABLE SUBURBAN AREA TYPE 70 FT TOTAL ROW



Medians preferred, with space to allow turn lanes.

Travel lanes are the main priority of arterials, though in Drivable Suburban area types 10 ft inner lanes may be used. 11 ft outer lanes should be designated on priority transit corridors. **Inside travel lane dimensions exclude gutter, which is included in median dimensions.**

Bicycle facilities should be included when designated in the El Paso Bike Plan, with protected facilities preferred. This may be substituted for on-street parking with no bike plan designation.

Wider sidewalks are desirable, but in trade-offs and constrained situations, 6 ft minimum is critical to preserve in Drivable Suburban area types.

4.4.3 MINOR ARTERIAL - RURAL

The Rural section provides two lanes, with an option to add two additional lanes if warranted by traffic demand. A wide swale provides separation between pedestrians, bicyclists, equestrians, and moving vehicles. Trees in swales are typically clustered organically.

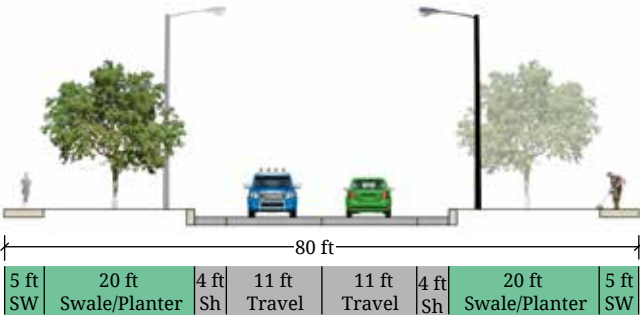
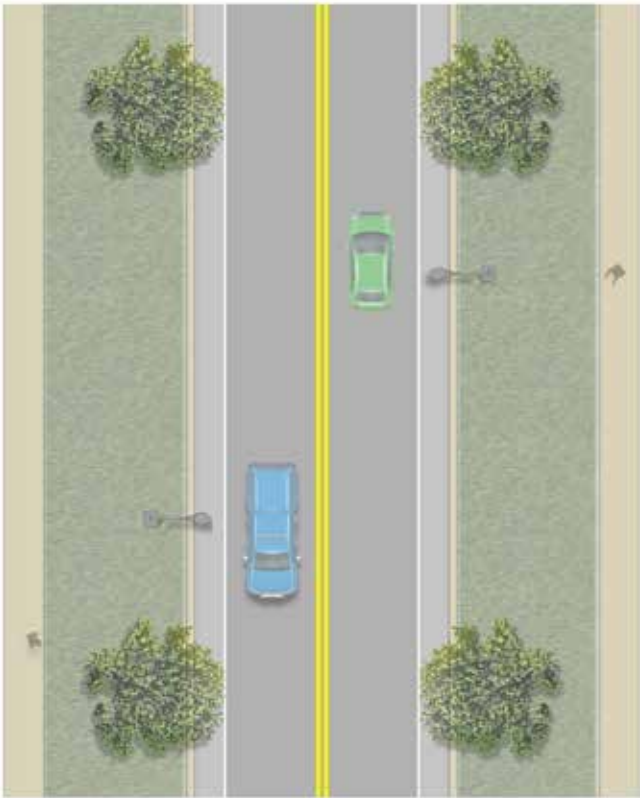
BASIC DESIGN FACTORS

MINOR ARTERIAL RURAL AREA TYPE

BASE ROW: 80 FEET

Thoroughfare Cross-Section Design Factors and Priorities						
	Typical Lanes/Widths	Medians/ Access	On-Street Parking	Streetscape Elements	El Paso Bike Plan Bike Facilities	Min. Sidewalk Width
G-6 Rural Settlement	2-4 lanes, depending on traffic volumes. 11 ft lanes preferred, though 12 ft lanes may be used for particular needs such as truck routes	Medians	Not allowed	Sidewalk	Shared use path or Bike Lane, depending on overall driveway spacing and access patterns	5 ft sidewalk is critical to preserve in these areas
O-3 Agriculture	2-4 lanes, 12 ft lane widths	Medians	Not allowed	None	Shared use path or Bike Lanes	Not applicable
O-4 Military Reserve	2-4 lanes, 12 ft lane widths	Medians	Not allowed	None	Shared use path or Bike Lanes	Not applicable
O-5 Remote	2-4 lanes, 12 ft lane widths	Medians	Not allowed	None	Shared use path or Bike Lanes	Not applicable
O-6 Potential Annexation	2-4 lanes, 11-12 ft lane widths	Medians	Not allowed	None	Shared use path or Bike Lanes	Not applicable

MINOR ARTERIAL RURAL AREA TYPE
80 FT TOTAL ROW



- Number of travel lanes should be determined by traffic volumes (or projected volumes from new major development). 80 ft ROW accommodates a 4-lane section should expansion be warranted.
- If designated in bike plan, shoulders should be substituted for bike facilities, or space in swale dedicated to off-street/off-road facilities (such as sidepaths).
- ROW accommodates swale drainage until future curb and gutter is constructed.
- 5 ft Sidewalk is a high priority in Rural Settlement areas only; it is not required in other Plan El Paso area designations.

4.5 COLLECTORS

4.5.1 COLLECTOR - COMPACT URBAN

In the Compact Urban context, Collectors may generally have narrower lanes, although these may still function as preferred routes for transit and should consider that when designing streets. Medians remain a preferred means of access management, as

they are with arterials, though these may be substituted with turn lanes as needed, including two-way left turn lanes on longer blocks.

BASIC DESIGN FACTORS

COLLECTOR COMPACT URBAN AREA TYPE

BASE ROW: 74 FEET

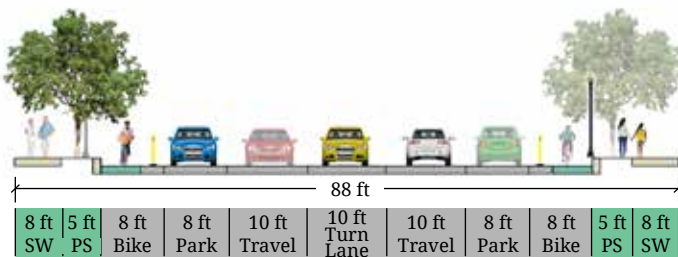
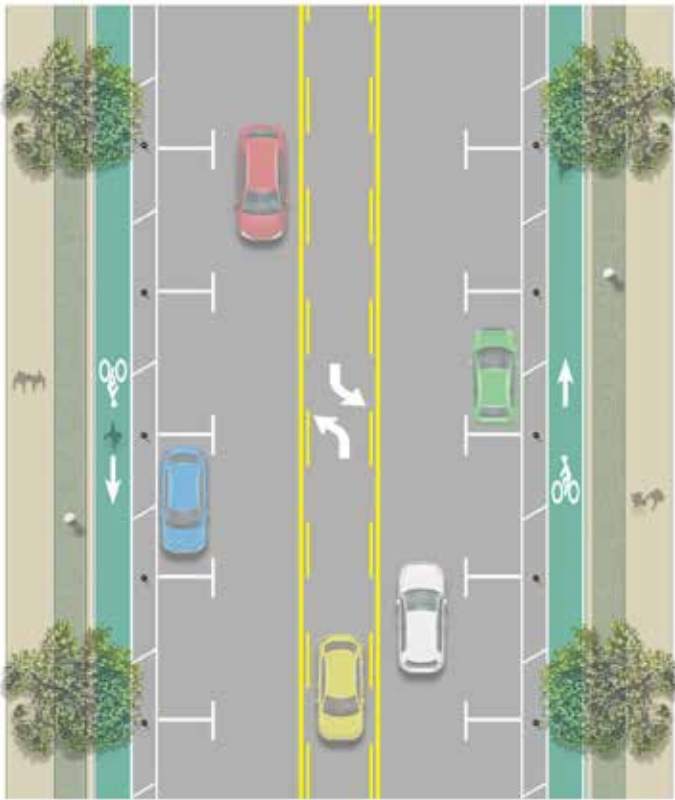
Thoroughfare Cross-Section Design Factors and Priorities						
	Typical Lanes/ Widths	Medians/Access	On-Street Parking	Streetscape Elements	El Paso Bike Plan Bike Facilities	Min. Sidewalk Width
G-1 Downtown	2-4 lanes depending on volumes, 10 ft inner lanes and 11 ft outer lanes (for transit vehicles)	Medians preferred for driving roadways. Two-way left turn lanes may be provided in areas with frequent existing driveways	Allowed	Planter strip, which may be substituted for hardscape treatment. The separation from sidewalk to travel lanes is important for pedestrian safety in these areas	Cycle Track or Buffered Bike Lane should always be used on designated routes. In right-of-way constraints, buffer may be reduced or eliminated	8 ft minimum is critical to meet
G-2 Traditional Neighborhood						8 ft
& O-7 Urban Expansion	2-4 lanes, 10 ft-11 ft lanes		Allowed		When planning for new routes, plan space for protected facilities	8 ft

The above design factors and priorities may be applied in O-6 Potential Annexation as necessary with future annexations.

Other Thoroughfare Design Factors	
Traffic Volume Threshold for Added Lanes	18,000 vehicles per day existing or projected volume (based on major development) to expand from four to six lanes.
Mid-Block Crossings¹ and Other Pedestrian Enhancements	Mid-block crossings may be allowed when block lengths (or the spacing between otherwise protected pedestrian crossings) exceeds 800 feet.
Curbside Management Concerns	On-street parking should be focused on commercial or multi-family areas, though is generally allowed. Freight and passenger loading areas may be designated.
Transit Vehicle Design and Needs	Transit routes may designate stops in curbside lanes. Generally, 62 feet and 95 feet of curbside length should be reserved at stops for standard transit bus and Brio transit bus vehicle needs respectively.

Note 1: Mid-block crossings shall be determined by engineering studies/judgment not just define spacing, provided sources and defined regular block spacing.

COLLECTOR COMPACT URBAN AREA TYPE 88 FT TOTAL ROW



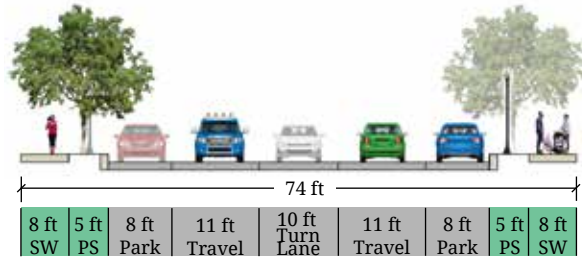
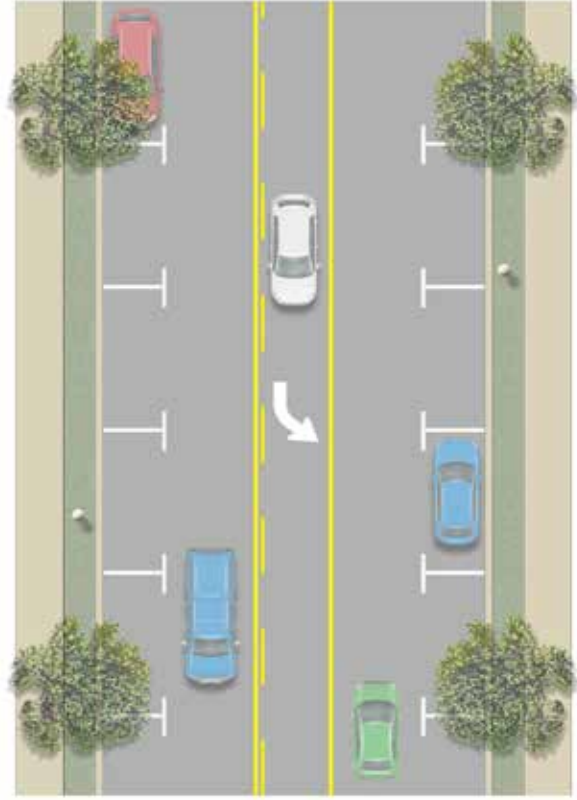
Turn lanes at intersections or along streets as needed.

Travel lanes are the main priority of arterials, though in Compact Urban area types 10 ft inner lanes may be used. 11 ft outer lanes should be designated on priority transit corridors.

Bicycle facilities should be included when designated in the El Paso Bike Plan, with protected facilities preferred. This may be substituted for on-street parking with no bike plan designated, or as space allows with other needs, both may be used. Bike lane dimensions include the gutter, but the gutter is not considered a rideable surface..

Wider sidewalks are desirable, but in trade-offs and constrained situations, 8 ft minimum is critical to preserve in Compact Urban area types.

COLLECTOR COMPACT URBAN AREA TYPE 74 FT TOTAL ROW



Turn lanes at intersections or along street as needed.

Travel lanes are the main priority of arterials, though in Compact Urban area types 10 ft inner lanes may be used. 11 ft outer lanes should be designated on priority transit corridors.

Parking lane dimensions include the gutter. Depending on priorities, context and available right-of-way, bicycle facilities may be included in the Curbside Zone. Where designated in the El Paso Bike Plan, bicycle facilities should be included, with protected facilities preferred.

Wider sidewalks are desirable, but in trade-offs and constrained situations, 8 ft minimum is critical to preserve in Compact Urban area types.

4.5.2 COLLECTOR - DRIVABLE SUBURBAN

The Suburban section is the most similar to the existing permitted sections. The vehicular lanes are 11 feet wide in this auto-dominant environment. The pedestrian realm is widened to enhance walking and

biking opportunities. The tree-lined parkway provides separation between pedestrians, bicyclists, and moving vehicles.

Note: Travel lanes may be increased to 12-14 feet in width in industrial zones.

BASIC DESIGN FACTORS

COLLECTOR DRIVABLE SUBURBAN AREA TYPE

BASE ROW: 71 FEET (NON-RESIDENTIAL) / 58 FEET (RESIDENTIAL) / 62 FEET (INDUSTRIAL)

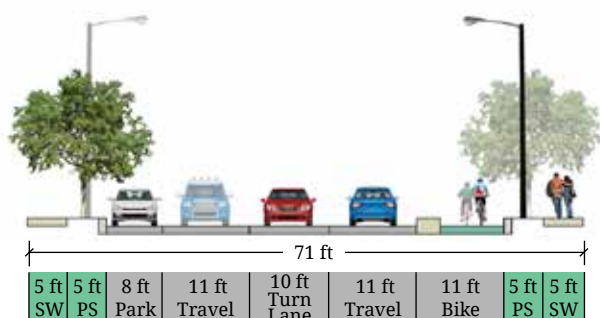
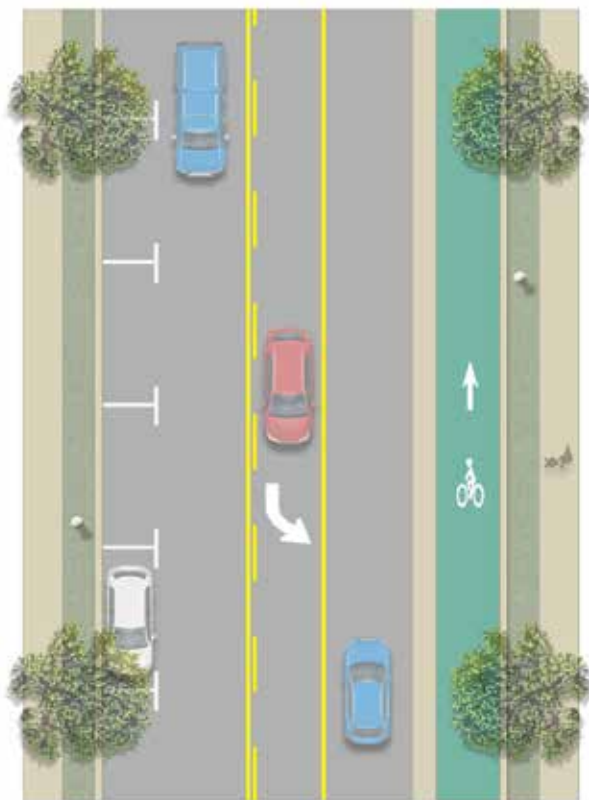
Thoroughfare Cross-Section Design Factors and Priorities						
	Typical Lanes/Widths	Medians/Access	On-Street Parking	Streetscape Elements	El Paso Bike Plan Bike Facilities	Min. Sidewalk Width
G-3 Post-War	2-4 lanes depending on volumes, 10-11 foot lanes. 11 foot lanes typ. in areas with transit, on-street parking or where bicycle facilities are designated. Protected facilities do not fit in constrained right-of-way	Medians or TWLTL with two travel lanes	Allowed, and preferred in commercial and residential areas without on-site parking or driveway access	Planter strips, which may be substituted with hardscape materials for special treatments such as bus stops	El Paso Bike Plan designations should be followed as collectors are a key network component to balance safety with connectivity of routes. Protected facilities preferred, but bicycle lanes may be used.	5 ft
G-4 Suburban						5 ft
G-5 Independent City	2-4 lanes, depending on traffic volumes. 10-11 foot lane widths may be used	Medians or TWLTL	Allowed	Planter strip	Bike Lanes or Sidepaths	5 ft
G-7 Industrial	2-4 lanes, depending on traffic volumes. 10-11 foot lane widths may be used	Medians or TWLTL	Allowed	Sidewalks critical to preserve; other streetscape is a lesser priority	Bike Lanes or Sidepaths	5 ft
G-8 Fort Bliss Mixed Use	2-4 lanes, depending on traffic volumes. 10-11 foot lane widths may be used	Medians or TWLTL	Conditional, based on land use context	Sidewalk	Bike Lanes or Sidepaths	5 ft
G-9 Fort Bliss Military		Medians or TWLTL	Not allowed	Sidewalk	Bike Lanes or Sidepaths	5 ft

The above design factors and priorities may be applied in O-6 Potential Annexation as necessary with future annexations.

Other Thoroughfare Design Factors	
Traffic Volume Threshold for Added Lanes	Two lanes for volumes less than or equal to 18,000 vehicles per day; Four lanes for volumes greater than 18,000 vehicles per day; Collectors in Drivable Suburban area types should not need to be expanded beyond four lanes.
Mid-Block Crossings ¹ and Other Pedestrian Enhancements	Mid-block crossings may be allowed when block lengths (or the spacing between otherwise protected pedestrian crossings) exceeds 1,000 feet.
Curbside Management Concerns	On-street parking should be focused on commercial or multi-family areas, though is generally allowed. Freight and passenger loading may happen freely without a need for designated areas.
Transit Vehicle Design and Needs	Transit routes may designate stops in curbside lanes. Generally, 62 feet and 95 feet of curbside length should be reserved at stops for standard transit bus and Brio transit bus vehicle needs respectively.

Note 1: Mid-block crossings shall be determined by engineering studies/judgment not just define spacing, provided sources and defined regular block spacing.

71 FT TOTAL ROW

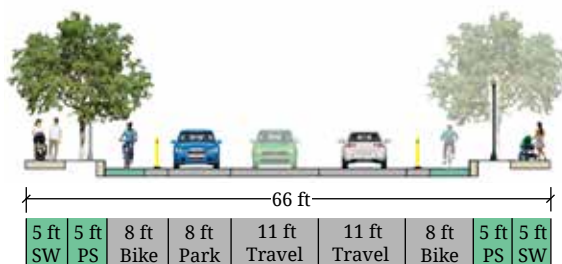
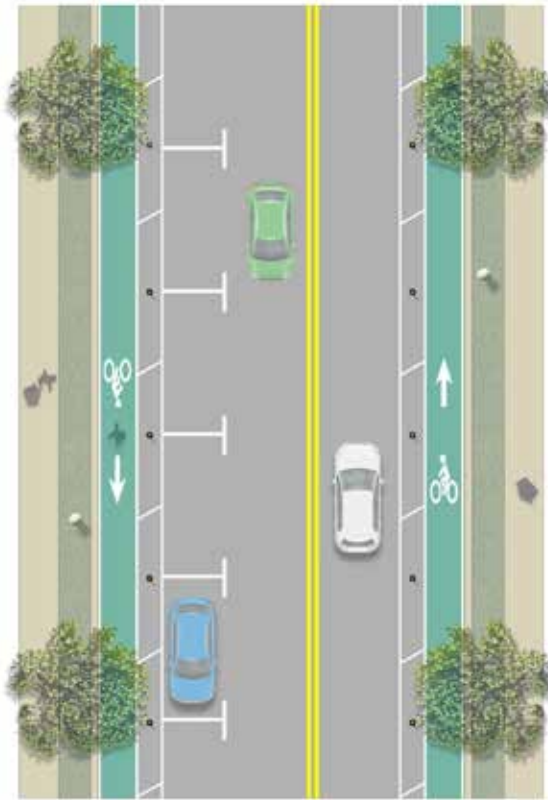


Turn lanes at intersections or along street as needed.

Parking lane dimensions include the gutter. Bicycle facilities should be included when designated in the El Paso Bike Plan, with protected facilities preferred. As shown in this cross-section illustration, both parking and bikes are accommodated on separate sides of the street using a two-way cycle track.

Wider sidewalks are preferred, but in trade-offs and constrained situations, 5 foot minimum is critical to preserve in Drivable Suburban area types.

66 FT TOTAL ROW



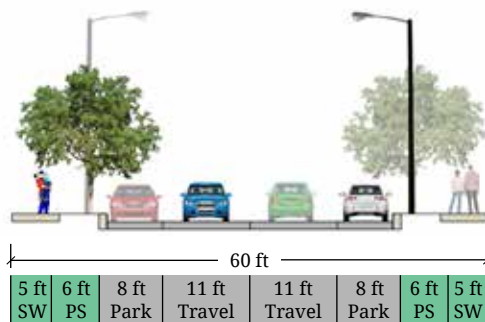
11 foot travel lanes recommended adjacent to narrow on-street parking spaces; may reduce to 10 foot in constrained conditions.

On-street parking may be important in neighborhood contexts where properties directly access arterials. This should be balanced with land development regulations and the permission of driveway curb cuts to ensure adequate curbside for allowing on-street parking. Parking lane dimensions include the gutter.

Streets with lower speeds and volumes, bike lanes or bicycle boulevards may be used as recommended in the El Paso Bike Plan.

Wider sidewalks are preferred, but in trade-offs and constrained situations, 5 foot minimum is critical to preserve in Drivable Suburban area types.

RESIDENTIAL COLLECTOR DRIVABLE SUBURBAN AREA TYPE 60 FT TOTAL ROW

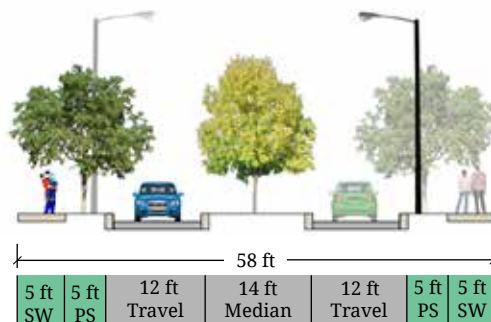


Travel lane widths may be reduced though care should be taken adjacent to parking and other auxiliary uses such that they protrude from their design dimensions.

On-street parking is an important component of commercial land use contexts, though less of a priority in Drivable Suburban area types than in Compact Urban area types. It may be substituted for bicycle facilities as recommended in the El Paso Bike Plan. Parking lane dimension includes the gutter.

Wider sidewalks are desirable, but in trade-offs and constrained situations, 5 ft minimum is critical to preserve in non-residential areas of Drivable Suburban area types.

RESIDENTIAL COLLECTOR DRIVABLE SUBURBAN AREA TYPE 58 FT TOTAL ROW

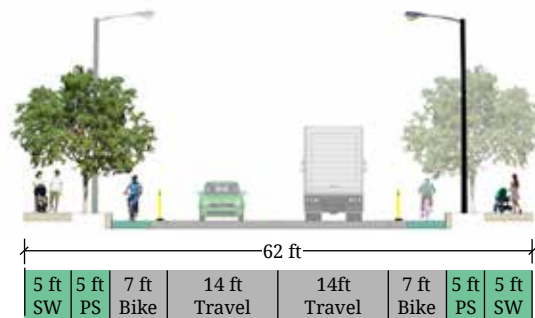


Medians are preferred means of access management, with space to allow turn lanes. Dimensions include gutter on both sides.

Travel lane dimensions include outside gutter; median gutters are included in median dimensions.

Wider sidewalks are desirable, but in trade-offs and constrained situations, 5 ft minimum is critical to preserve in non-residential areas of Drivable Suburban area types.

INDUSTRIAL COLLECTOR DRIVABLE SUBURBAN AREA TYPE 62 FT TOTAL ROW



5 ft	5 ft	7 ft	14 ft	14 ft	7 ft	5 ft	5 ft
SW	PS	Bike	Travel	Travel	Bike	PS	SW

Bike lane dimensions include the gutter.

14 foot travel lanes accommodate industrial vehicles and prevent damage to buffer areas adjacent to bike lanes/cycle tracks or vehicular trespass into unprotected bike lanes.

Bike facilities should be used to complete the bike network as recommended in the El Paso Bike Plan.

Wider sidewalks are preferred, but in trade-offs and constrained situations, 5 ft minimum is critical to preserve in Drivable Suburban area types.

4.5.3 COLLECTOR - RURAL

The vehicular lanes are 11-12 feet wide in this auto-dominant rural environment. Paved shoulders are 6 feet wide to accommodate bicycle mobility as necessary per the El Paso Bike Plan. The pedestrian realm is available in two configurations: one 12 ft shared use path on one side of the street accommodating all pedestrian movement and other appropriate modes, or; 6 ft sidewalks on either side of the street. On-street bicycle facilities are

accommodated by either shoulder bikeways or bike lanes. Streets are curbless and stormwater is managed by drainage swales.

BASIC DESIGN FACTORS

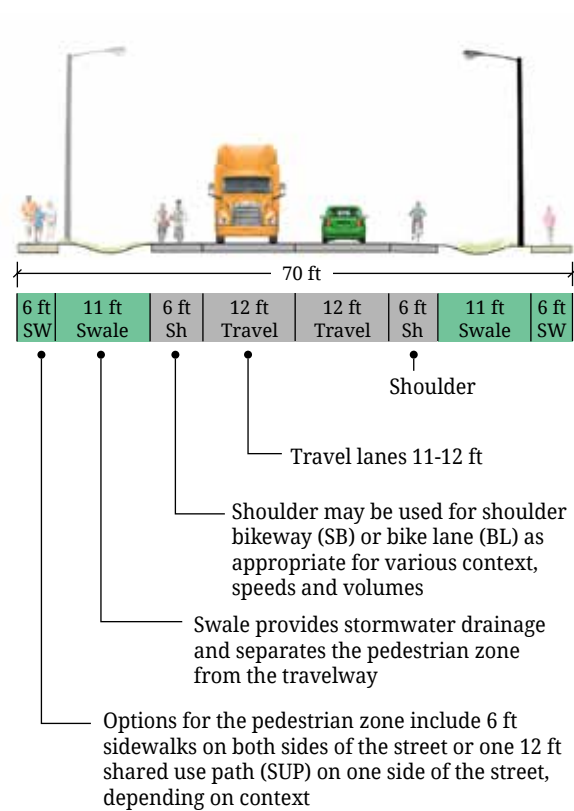
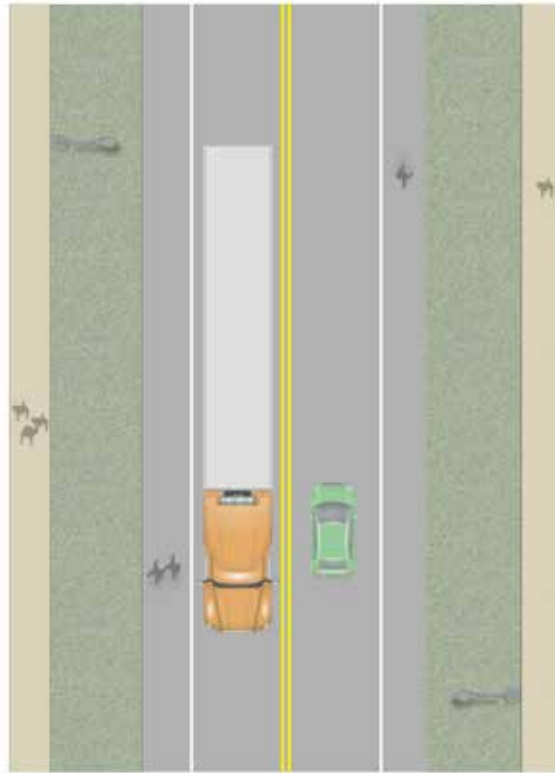
COLLECTOR RURAL AREA TYPE

BASE ROW: 70 FEET

Thoroughfare Cross-Section Design Factors and Priorities						
	Typical Lanes/Widths	Medians/ Access	On-Street Parking	Streetscape Elements	El Paso Bike Plan Bike Facilities	Min. Sidewalk Width
G-6, Rural Settlement	2 lanes, 11-12 ft	N/A	Not Allowed	SUP or Sidewalk	BL, SB	6 ft
Open Space Sectors O-3, O-4, O-5, O-6	2 lanes, 11-12 ft	N/A	Not Allowed	None	SB	N/A

The above design factors and priorities may be applied in O-6 Potential Annexation as necessary with future annexations.

COLLECTOR RURAL AREA TYPE 70 FT TOTAL ROW



4.6 LOCAL STREETS

4.6.1 LOCAL - COMPACT URBAN

In the Compact Urban context, vehicular lanes are reduced to ten feet in width and sharrow markings are provided to slow the vehicular design speeds and provide a better balance between all modes of travel (vehicle, pedestrian, and bike). Nine foot wide travel lanes may be permitted within blocks 400 feet long or less and on streets without on-street parking so long as a 20 foot cleared travelway is maintained for fire access.

On-street parking produces further traffic calming, and provides a buffer between pedestrians and moving vehicles. The street gutter pan should be located within the prescribed parking lane dimension. Parallel parking should be allowed up to within 25 ft of the curb radius return at intersections. Where left turn lanes are needed, additional parking may be eliminated closest to intersections to provide needed width.

BASIC DESIGN FACTORS

LOCAL COMPACT URBAN AREA TYPE

BASE ROW: 62 FEET (NON-RESIDENTIAL) / 60 FEET (RESIDENTIAL)

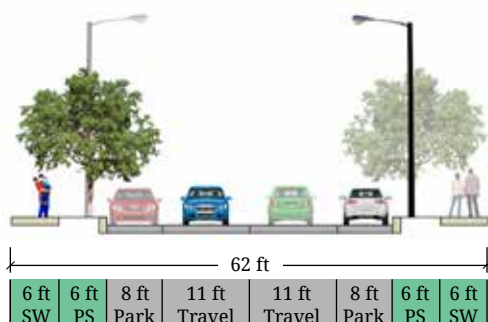
Thoroughfare Cross-Section Design Factors and Priorities						
	Typical Lanes/ Widths	Medians/Access	On-Street Parking	Streetscape Elements	El Paso Bike Plan Bike Facilities	Min. Sidewalk Width
G-1 Downtown	2 lanes; 10 or 11 feet depending on land use context. Commercial and mixed-use streets may use 11 ft lane widths	Medians and other dividers not applicable, though land development regulations should limit curb cuts	Allowed. Parking is important in commercial land use contexts and should be prioritized	Planter strip, which may be substituted for hardscape treatment. The separation from sidewalk to travel lanes is important for pedestrian safety in these areas	Bicycle lane or bicycle boulevard	6 ft minimum is critical to meet.
G-2 Traditional Neighborhood						6 ft
O-7 Urban Expansion	2-4 lanes, 10-11 ft lanes		Allowed			6 ft

The above design factors and priorities may be applied in O-6 Potential Annexation as necessary with future annexations.

Other Thoroughfare Design Factors	
Mid-Block Crossings¹ and Other Pedestrian Enhancements	Mid-block crossings may be allowed when block lengths (or the spacing between otherwise protected pedestrian crossings) exceeds 500 feet.
Curbside Management Concerns	On-street parking allowed, and freight and passenger loading areas may be designated. In areas where on-street parking is not regulated, freight and passenger loading may occur freely.
Transit Vehicle Design and Needs	Transit routes are less likely to follow local streets, but in the event of the preferred transit alignment that would utilize particular local streets, adequate curbside areas should be provided for passenger waiting and loading. Generally, 62 feet and 95 feet of curbside length should be reserved at stops for standard transit bus and Brio transit bus vehicle needs respectively.

Note 1: Mid-block crossings shall be determined by engineering studies/judgment not just define spacing, provided sources and defined regular block spacing.

NON-RESIDENTIAL LOCAL COMPACT URBAN AREA TYPE 62 FT TOTAL ROW

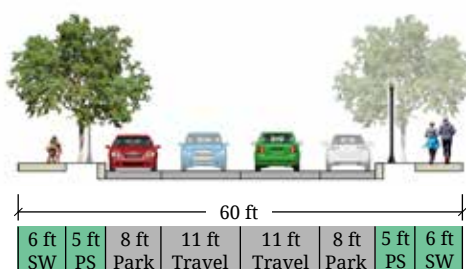


Travel lane widths may be reduced though care should be taken adjacent to parking and other auxiliary uses that may operate such that they protrude from their design dimensions.

On-street parking is a critical component of commercial land uses contexts, especially on local streets. This should be regarded as a general curbside auxiliary use in these areas, which can also support freight deliveries, passenger pickup and drop-off, and other uses such as dockless bicycle stations. Parking lane dimension includes the gutter. Bike lanes may replace parking lanes depending on priority.

Wider sidewalks are desirable, but in trade-offs and constrained situations, 6 ft minimum is critical to preserve in non-residential areas of Compact Urban area types.

RESIDENTIAL LOCAL COMPACT URBAN AREA TYPE 60 FT TOTAL ROW



Travel lane widths may be reduced to 9 feet depending on context, though care should be taken adjacent to parking and other auxiliary uses that may operate such that they protrude from their design dimensions.

Residential areas of Compact Urban area types tend to rely on street parking more than in suburban neighborhoods and it is important to keep this as a part of designs. However, in constrained conditions, it may be limited to a single side, or drive lanes narrowed as per current DSC street sections. Parking lane dimension includes gutter. Bike lanes may replace parking lanes depending on priority.

Wider sidewalks are desirable, but in trade-offs and constrained situations, 6 ft minimum is critical to preserve in non-residential areas of Compact Urban area types.

4.6.2 LOCAL - DRIVABLE SUBURBAN

The Suburban section is the most similar to the existing permitted sections. Bicyclists and vehicles may share the travel lanes in the local street setting.

The tree-lined parkway provides separation between pedestrians, bicyclists, and moving vehicles.

Note: Travel lanes may be increased to 12 ft width in industrial zones.

BASIC DESIGN FACTORS

LOCAL DRIVEABLE SUBURBAN AREA TYPE

BASE ROW: 60 FEET (NON-RESIDENTIAL)/ 48 FEET (RESIDENTIAL)

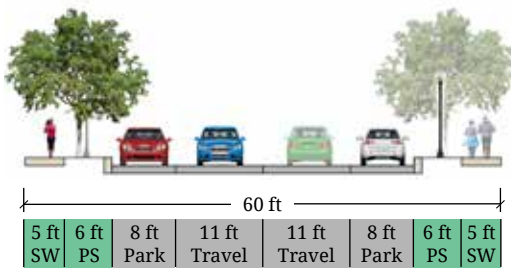
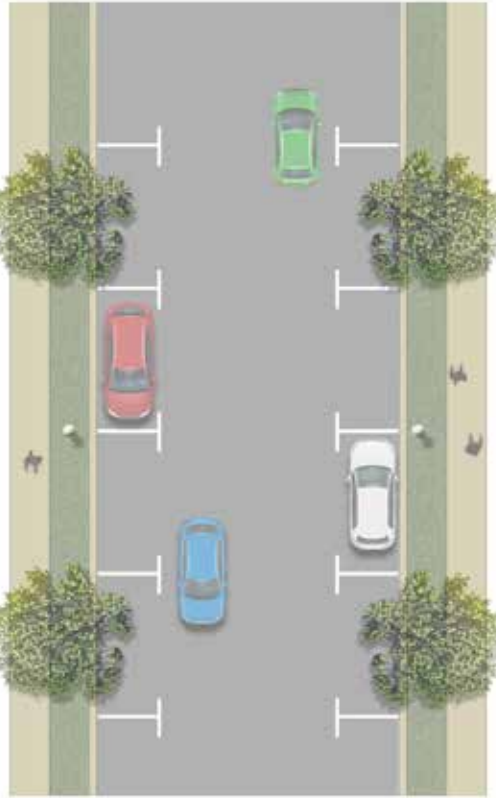
Thoroughfare Cross-Section Design Factors and Priorities						
	Typical Lanes/Widths	Medians/Access	On-Street Parking Priority	Streetscape Elements	El Paso Bike Plan Bike Facilities	Min. Sidewalk Width
G-3 Post-War	2 lanes; 9 to 11 feet depending on land use context. Commercial and mixed-use streets may use 11 ft lane widths	Not Applicable	Allowed, and preferred in commercial and residential areas without on-site parking or driveway access	Planter strip, which may be substituted with hardscape materials for special treatments such as bus stops	El Paso Bike Plan designations shall be followed, though bicycle lanes or bicycle boulevards area appropriate if other design factors control speeds	5 ft
G-4 Suburban		Not Applicable				5 ft
G-5 Independent City	2 lanes; 9 to 11 feet depending on land use context. Commercial and mixed-use streets may use 11 ft lane widths	Not Applicable	Allowed		Bike Lanes or Bicycle Boulevard	5 ft
G-7 Industrial	2 lanes. May use lane widths of up to 14 ft	Not Applicable	Allowed		Bike Lanes or Bicycle Boulevard	5 ft
G-8 Fort Bliss Mixed Use	2-4 lanes, depending on traffic volumes. 9 to 11 ft lane widths may be used	Not Applicable	Conditional, based on land use context	Sidewalk	Bike Lanes or Bicycle Boulevard	5 ft
G-9 Fort Bliss Military		Not Applicable	Not Allowed	Sidewalk	Bike Lanes or Bicycle Boulevard	5 ft

The above design factors and priorities may be applied in O-6 Potential Annexation as necessary with future annexations.

Other Thoroughfare Design Factors	
Mid-Block Crossings¹	Mid-block crossings may be allowed when block lengths (or the spacing between otherwise protected pedestrian crossings) exceeds 500 feet.
Curbside Management Concerns	On-street parking allowed, and freight and passenger loading areas may be designated. In areas where on-street parking is not regulated freight and passenger loading may occur freely.
Transit Vehicle Design and Needs	Transit routes are less likely to follow local streets, but in the event of preferred transit alignments that would utilize particular local streets, adequate curbside areas should be provided for passenger waiting and loading. Generally, 62 feet and 95 feet of curbside length should be reserved at stops for standard transit bus and Brio transit bus vehicle needs respectively.

Note 1: Mid-block crossings shall be determined by engineering studies/judgment not just define spacing, provided sources and defined regular block spacing.

NON-RESIDENTIAL LOCAL DRIVABLE SUBURBAN AREA TYPE 60 FT TOTAL ROW

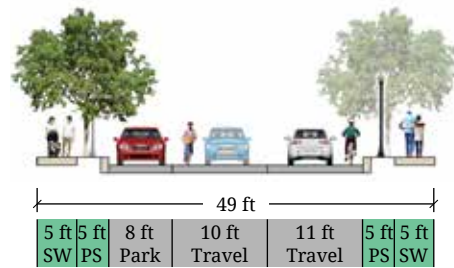
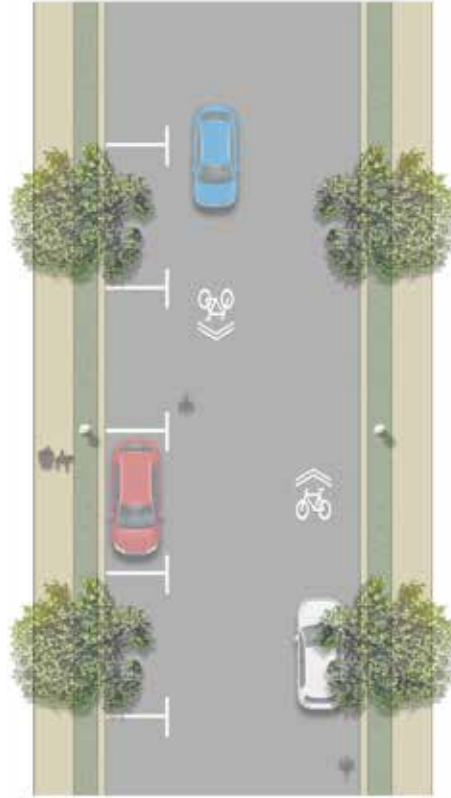


Travel lane widths may be reduced though care should be taken adjacent to parking and other auxiliary uses that may operate such that they protrude from their design dimensions.

On-street parking is an important component of commercial land use contexts, though less of a priority in Drivable Suburban area types than in Compact Urban area types. It may be substituted for bicycle facilities as recommended in the El Paso Bike Plan. Parking lane dimension includes the gutter.

Wider sidewalks are desirable, but in trade-offs and constrained situations, 5 ft minimum is critical to preserve in non-residential areas of Drivable Suburban area types.

RESIDENTIAL LOCAL DRIVABLE SUBURBAN AREA TYPE 49 FT TOTAL ROW



Travel lane widths should generally remain narrow to control speeds on these streets, though treatments such as bicycle boulevards may use wider lanes to allow flexibility for cyclists navigating on-street parking and allowing vehicles to pass cyclists safely. Travel lane dimension includes the gutter. Lane widths may be reduced to 9 feet depending on context.

On-street parking is allowed in Drivable Suburban area types but may be less likely to serve a critical need based on land use patterns and driveways. Parking lane dimension includes the gutter.

Wider sidewalks are desirable, but in trade-offs and constrained situations, 5 ft minimum is critical to preserve in non-residential areas of Drivable Suburban area types.

RESIDENTIAL LOCAL DRIVABLE SUBURBAN AREA TYPE - NO PARKING
48 FT TOTAL ROW



48 ft					
5 ft	8 ft	11 ft	11 ft	8 ft	5 ft
SW	PS	Travel	Travel	PS	SW

Travel lane widths should remain narrow along neighborhood streets to encourage slow moving traffic. Travel lane dimension includes the gutter. Lane widths may be reduced to 9 feet, depending on context.

A more generous 8 foot planting strip may be more appropriate in Drivable Suburban area types. 6 foot is minimum for health of trees.

Minimum sidewalk width is 5 feet

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4.6.3 LOCAL - RURAL

The vehicular lanes are 10-11 feet wide in this auto-dominant rural environment. The pedestrian realm is available in two configurations: one 10 ft shared use path on one side of the street accommodating all pedestrian movement and other appropriate modes, or; 5 foot sidewalks on either side of the street. Streets are curbless and stormwater is managed by drainage swales.

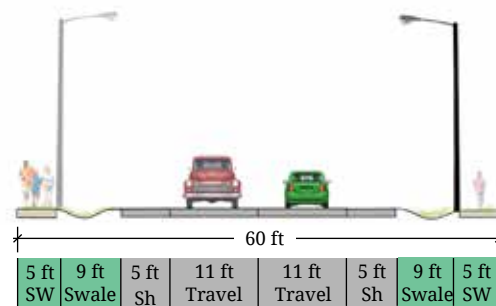
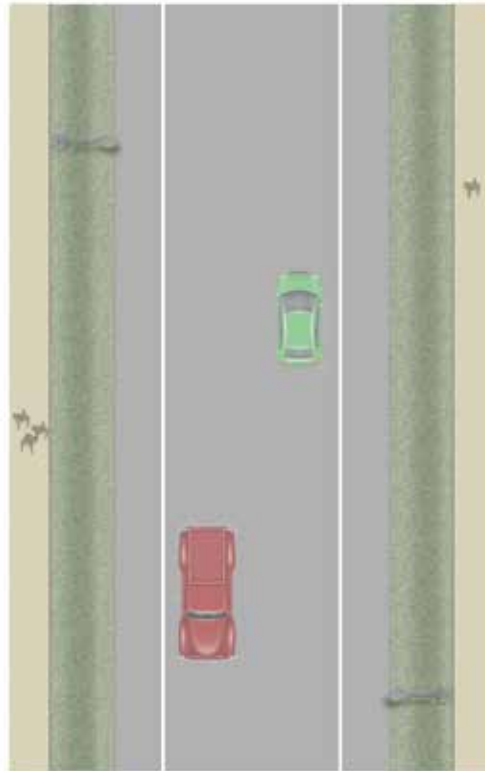
BASIC DESIGN FACTORS LOCAL RURAL AREA TYPE

BASE ROW: 60 FEET

Thoroughfare Cross-Section Design Factors and Priorities						
	Typical Lanes/Widths	Medians/ Access	On-Street Parking	Streetscape Elements	El Paso Bike Plan Bike Facilities	Min. Sidewalk Width
G-6, Rural Settlement	2 lanes, 10-11 ft	N/A	Allowed	SUP or Sidewalk	N/A	5 ft
Open Space Sectors O-3, O-4, O-5, O-6	2 lanes, 10-11 ft	N/A	Not Allowed	None	N/A	N/A

The above design factors and priorities may be applied in O-6 Potential Annexation as necessary with future annexations.

LOCAL RURAL AREA TYPE 60 FT TOTAL ROW



Shoulder

Travel lanes 11-12 ft

Shoulder may be used for shoulder bikeway (SB) or bike lane (BL) as appropriate for various context, speeds and volumes

Swale provides stormwater drainage and separates the pedestrian zone from the travelway

Options for the pedestrian zone include 5 ft sidewalks on both sides of the street or one 10 ft shared use path (SUP) on one side of the street, depending on context

4.7 BICYCLE FACILITIES

4.7.1 BICYCLE FACILITIES - GENERALLY

Bicycle facilities are required in accordance with the adopted City of El Paso Bike Plan. The design standards presented herein follow the technical and dimensional standards of the NACTO Urban Bikeway Design Guide.

The type of facilities required are specified in the El Paso Bike Plan Appendix B: Bike Network Atlas. For developments and thoroughfares not specified in the adopted bike plan facilities shall be provided in accordance with the contextual guidance in Chapter 3 of this manual.

4.7.2 DEDICATION REQUIRED

Additional right-of-way dedication shall be made to accommodate required bicycle facilities. The additional width is calculated from the design requirements in this section and added to the typical right-of-way widths for all thoroughfare classifications when required.

4.7.3 CONTINUITY OF EXISTING FACILITIES

For new developments, bicycle facilities on thoroughfares adjacent to existing developments shall maintain continuity of the existing adjacent facilities. Deviation from these standards is permitted if connection to an existing bicycle facility is proposed and the new bicycle facility meets or exceeds the design standard of the existing facility.

4.7.4 BICYCLE BOULEVARDS

Bicycle boulevards streets with low motorized traffic volumes and speeds, designated and designed to give bicycle and pedestrian travel priority. Bicycle boulevards use signs, pavement markings, and traffic-calming measures to discourage through trips by motor vehicles, while accommodating local access. These facilities provide people of all ages and abilities with comfortable and attractive places to walk and ride a bicycle. Intersection crossing treatments (particularly at arterial crossings) are used to create safer, more comfortable, and convenient bicycle- and pedestrian-optimized streets. People riding bicycles should feel comfortable bicycling two abreast or “conversation riding” while traveling on a neighborhood greenway.



FIGURE 4.7.4 BICYCLE BOULEVARD DESIGN STANDARDS ILLUSTRATED

Figure 4.7.4 illustrates some of the required design standards for Bicycle Boulevards. The numbered call-outs on the image correspond to the required design standards of section 4.7.4 of this document.

Bicycle Boulevards shall meet the following design standards:

1. Bicycle wayfinding signage and pavement markings shall be included on bicycle boulevards. Pavement markings and identification/wayfinding signs provide a strong visual identity for the street and designate the corridor as a bicycle route.
2. Where the bicycle boulevard turns or jogs onto another street, signs and/or markings shall be provided to indicate how users can remain on the route.
3. Center line stripes (if present) shall be removed or not repainted, except for short sections on intersection approaches that have a stop line or traffic circle. Drivers have an easier time passing bicyclists on roads that do not have centerline stripes. If vehicles cannot easily pass each other using the full width of the street, it is likely that there is too much traffic for the street to be a successful bicycle boulevard.
4. Pavement markings shall be large enough to be visible to all road users; 112 inches by 40 inches (the standard size of a shared lane marking) is the minimum recommended size.
5. Decision and turn signs shall include destinations with arrows and distance and/or bicycling times. Bicycling time should assume a typical speed of 10 mph.
6. Advanced crossing warning signs such as MUTCD sign W11-1 (bicycle crossing; may be supplemented with AHEAD plaque) should be placed on intersecting streets with more than 5,000 vpd. A non-standard sign using the coloration and style of other bicycle boulevard signs may be used with an arrow showing bi-directional cross traffic.
7. On narrow local streets where it can be difficult for cars traveling in opposite directions to pass, pavement markings shall be applied in closer intervals near the center of the travel lane, as determined by the City Traffic Engineer.
8. Signs may differ from those outlined in the MUTCD to highlight or brand the bicycle boulevard network. If used, signs



Image credit: NACTO (National Association of City Transportation Officials), nacto@nacto.org

shall be consistent in content, design, and intent; colors reserved by the MUTCD Section 1A.12 for regulatory and warning road signs (red, yellow, orange, etc.) are not recommended. Green, blue and purple are commonly used.

9. Confirmation signs may include destinations and distance and/or bicycling times.
10. To minimize sign clutter, a bicycle symbol may be placed on a standard street name sign, along with distinctive coloration.
11. Either shared lane markings or non-standard markings may be used along bicycle boulevards.
12. On particularly narrow streets (approximately 25 feet wide with parking), shared lane marking stencils may be placed either in the center of the lane facing each other, or with the bicycle marking in the center of the roadway and two sets of chevrons offset 1 foot in each direction or travel.
13. For wayfinding purposes, the orientation of the chevron marking at offset intersections may be adjusted to direct bicyclists along discontinuous routes. Alternately, an arrow may be used with the chevrons to indicate the direction of the turn.
14. On-street parking spaces may be delineated with paint or other materials to clearly indicate where a vehicle should be parked and to discourage motorists from parking their vehicles too far into the adjacent travel lane.

4.7.5 BIKE ROUTE - SIGNED & MARKED AND SIGNED SHARED

On shared streets, bicyclists and motor vehicles use the same roadway space. Signed shared roadways use guide signs and warning signs to provide wayfinding information to people riding bicycles and to alert people driving motor vehicles to be aware and respectful of other road users. Signed shared roadways are often installed on streets that have considerable constraints prohibiting a more substantial bikeway type, but are essential for addressing a gap in the bikeway network or serving as the final leg of a bicycle route on a low-volume, low-speed roadway. The shared lane marking is a pavement marking with a variety of uses to support a complete bikeway network; it is not a facility type and should not be considered a substitute for bike lanes, cycle tracks, or other separation treatments where these types of facilities are otherwise warranted or space permits.

A marked and signed shared roadway builds on the basic signed shared roadway described above by incorporating shared lane markings (sharrows). Sharrows are road markings used to indicate a shared lane environment for bicycles and automobiles. Sharrows remind drivers of bicycle traffic on the street and recommend proper bicyclist positioning within the travel lane.

Bike routes shall meet the following design standards:

1. The Shared Lane Marking in use within the United States is the bike-and-chevron “sharrow,” illustrated in MUTCD figure 9C-9.
2. Shared Lane Markings shall not be used on shoulders, in designated bicycle lanes, or to designate bicycle detection at signalized intersections. (MUTCD 9C.07 03)

3. Frequent, visible placement of markings is essential. The number of markings along a street should correspond to the difficulty bicyclists experience taking the proper travel path or position. SLMs used to bridge discontinuous bicycle facilities or along busier streets should be placed more frequently (50 to 100 feet) than along low traffic bicycle routes (up to 250 feet or more). SLMs used along low volume routes can be staggered by direction to provide markings closer together.
4. Lateral placement is critical to encourage riders to avoid the “door zone” and to encourage safe passing behavior. MUTCD guidance recommends minimum placement when a parking lane is present at 11 feet from the curb face.
5. If on-street vehicle parking is not present, SLMs should be placed far enough from the curb to direct bicyclists away from gutters, seams, and other obstacles. On streets with posted 25 mph speeds or slower, preferred placement is in the center of the travel lane to minimize wear and encourage bicyclists to occupy the full travel lane. MUTCD guidance recommends minimum placement with no parking at 4 feet from the curb face.
6. On streets with posted 25 mph speeds or slower, preferred placement is in the center of the travel lane to minimize wear and encourage bicyclists to occupy the full travel lane.
7. On streets with posted 35 mph speeds or faster and motor vehicle volumes higher than 3,000 vpd shared lane markings are not a preferred treatment. On these streets other bikeway types are preferred.

For wayfinding purposes the orientation of the chevron marking may be adjusted to direct bicyclists along discontinuous routes.

8. Color may be used to enhance the visibility of the shared lane marking and to further encourage desired lane positioning.
9. Dotted line markings may accompany the shared lane marking to further encourage desired lane positioning.

4.7.6 CONVENTIONAL BIKE LANES

Bicycle lanes designate an exclusive space for bicyclists with pavement markings and signage. The bicycle lane is located adjacent to motor vehicle travel lanes and bicyclists ride in the same direction as motor vehicle traffic. Bicycle lanes are typically on the right side of the street (on a two-way street), between the adjacent travel lane and curb, road edge or parking lane.

Conventional Bike Lanes shall meet the following design standards:

1. The desirable dimensions should be used unless other street elements (e.g., travel lanes, medians, median offsets) have been reduced to their minimum dimensions.
2. The desirable bike lane width adjacent to a curbface is 6 feet. The minimum rideable surface adjacent to a street edge or longitudinal joint is 3 feet.
3. When placed adjacent to a parking lane, the desired reach from the curb face to the edge of the bike lane (including the parking lane, bike lane, and optional buffer between them) is 14.5 feet; the absolute minimum reach is 12 feet. A bike lane next to a parking lane shall be at

least 5 feet wide, unless there is a marked buffer between them. Wherever possible, minimize parking lane width in favor of increased bike lane width.

4. The minimum bike lane width adjacent

to a guardrail or other physical barrier is 2 feet wider than otherwise in order to provide a minimum shy distance from the barrier.

5. Bicycle lane word and/or symbol and arrow markings (MUTCD Figure 9C-3)



Image credit: NACTO (National Association of City Transportation Officials)

FIGURE 4.7.6 CONVENTIONAL BIKE LANE DESIGN STANDARDS ILLUSTRATED

Figure 4.7.6 illustrates some of the required design standards for conventional bike lanes. The numbered call-outs on the image correspond to the required design standards of section 4.7.6 of this document.

shall be used to define the bike lane and designate that portion of the street for preferential use by bicyclists.

6. Bike lane word, symbol, and/or arrow markings (MUTCD Figure 9C-3) shall be placed outside of the motor vehicle tread path at intersections, driveways, and merging areas in order to minimize wear from the motor vehicle path.
7. A solid 6" white lane line marking shall be used to separate motor vehicle travel lanes from the bike lane.
8. A through bike lane shall not be positioned to the right of a right turn only lane or to the left of a left turn only lane (MUTCD 9C.04). A bike lane may be positioned to the right of a right turn only lane if split-phase signal timing is used.
9. When placed adjacent to parking, a solid white line marking of 4 inch width shall be used between the parking lane and the bike lane to minimize encroachment of parked cars into the bike lane.
10. Gutter seams, drainage inlets, and utility covers should be flush with the ground and oriented to prevent conflicts with bicycle tires.
11. If sufficient space exists, separation should be provided between bike lane striping and parking boundary markings to reduce door zone conflicts. Providing a wide parking lane may offer similar benefits.
12. If sufficient space exists and increased separation from motor vehicle travel is desired, a travel side buffer should be used.
13. Lane striping should be dashed through

high traffic merging areas.

4.7.7 BUFFERED BIKE LANES

Buffered bicycle lanes are conventional bicycle lanes paired with a designated buffer space, separating the bicycle lane from the adjacent motor vehicle travel lane and/or parking lane. A buffered bicycle lane could potentially be converted to a cycle track.

Buffered Bike Lanes shall meet the following design standards:

1. Bicycle lane word and/or symbol and arrow markings (MUTCD Figure 9C-3) shall be used to define the bike lane and designate that portion of the street for preferential use by bicyclists.
2. The buffer shall be marked with 2 solid white lines. White lines on both edges of the buffer space indicate lanes where crossing is discouraged, though not prohibited. For clarity, consider dashing the buffer boundary where cars are expected to cross at driveways.
3. Buffers shall be at least 18 inches wide and located on both the travel side and parking side of the bike lane. The buffer area shall have interior diagonal cross hatching or chevron markings if 3 feet in width or wider.
4. If used, interior diagonal cross hatching should consist of 4" lines angled at 30 to 45 degrees and striped at intervals of 10 to 40 feet. Increased striping frequency may increase motorist compliance.
5. The combined width of the buffer(s) and bike lane should be considered "bike lane width" with respect to guidance given in other documents that don't recognize the existence of buffers. Where buffers

FIGURE 4.7.7 BUFFERED BIKE LANE DESIGN STANDARDS ILLUSTRATED

Figure 4.7.7 illustrates some of the required design standards for buffered bike lanes. The numbered call-outs on the image correspond to the required design standards of section 4.7.7 of this document.

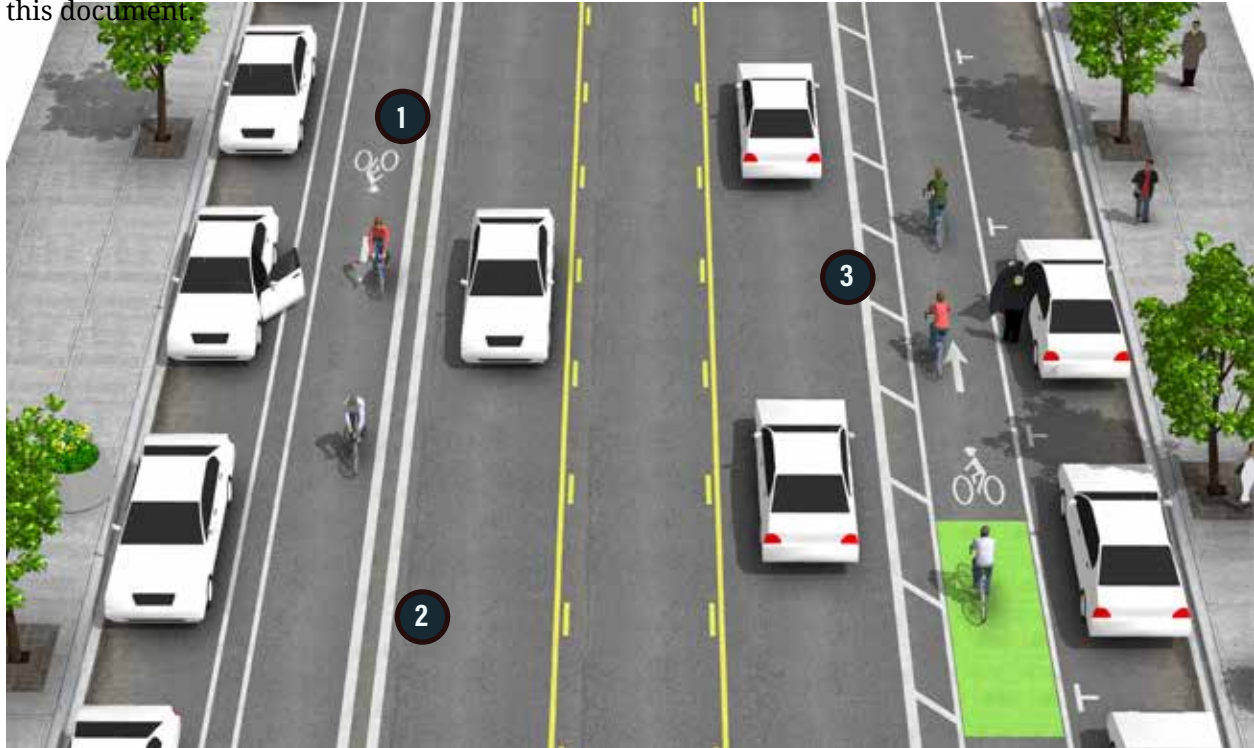


Image credit: NACTO (National Association of City Transportation Officials)

are used, bike lanes can be narrower because the shy distance function is assumed by the buffer. For example, a 3 foot buffer and 4 foot bike lane next to a curb can be considered a 7 foot bike lane. For travel side buffered lanes next to on street parking, a 5 foot minimum width is recommended to encourage bicyclists to ride outside of the door zone.

6. The desired bicycle travel area width is 7 feet when parking is permitted, the City Traffic Engineer may approve a narrower bicycle travel area width when insufficient right-of-way exists.
7. On intersection approaches with right turn only lanes, the bike lane shall be transitioned to a through bike lane to the left of the right turn only lane, or a

combined bike lane/turn lane should be used if available road space does not permit a dedicated bike lane.

8. On intersection approaches with no dedicated right turn only lane the buffer markings should transition to a conventional dashed line. Consider the use of a bike box at these locations.
9. Like a conventional bike lane, a wide (6 inch) solid white line may be used to mark the edge adjacent to a motor vehicle travel lane. For a parking side buffer, parking T's or a solid line are acceptable to mark between a parking lane and the buffer.
10. For travel lane buffer configurations, separation may also be required, at the discretion of the city traffic engineer,

between bike lane striping and the parking boundary to reduce door zone conflicts. This creates a type of parking-side buffer.

11. Color shall be used at the beginning of each block to discourage motorists from entering the buffered lane.

4.7.8 CYCLE TRACKS

Of all on-street bicycle facilities, protected bike lanes, also referred to as cycle tracks, offer the most protection and separation from adjacent motor vehicle traffic. Protected bike lanes are physically separated from motor vehicle traffic and typically provide bicycle travel in the same direction as motor vehicle traffic. They may be at street level, or distinct from the sidewalk, as a raised cycle track. In situations where on-street parking is allowed, protected bike lanes are located adjacent to the curb and sidewalk, with on-street parking repositioned to buffer people on bicycles from moving vehicles.

A two-way cycle track is an on-street bicycle facility that allows bicycle movement in both

directions on one side of the street. A two-way cycle track may be configured as a street level cycle track with a parking lane or other barrier or as a raised cycle track to provide vertical separation from the adjacent motor vehicle lane. Two-way cycle tracks must provide clear and understandable bicycle movements at intersections and driveways.

Cycle tracks shall meet the following design standards:

1. Bicycle lane word, symbol, and/or arrow markings (MUTCD Figure 9C-3) shall be placed at the beginning of a cycle track and at periodic intervals along the facility to define the bike lane direction and designate that portion of the street for preferential use by bicyclists.
2. If configured on a one-way street, a “ONE WAY” sign (MUTCD R6-1, R6-2) with “EXCEPT BIKES” plaque shall be posted along the facility and at intersecting streets, alleys, and driveways informing motorists to expect two-way traffic.
3. A “DO NOT ENTER” sign (MUTCD R5-1)



Image credit: NACTO (National Association of City Transportation Officials)

FIGURE 4.7.8 CYCLE TRACK DESIGN STANDARDS ILLUSTRATED

Figure 4.7.8 illustrates some of the required design standards for cycle tracks. The numbered callouts on the image correspond to the required design standards of section 4.7.8 of this document.

buttons shall be used to protect the cycle track from the adjacent travel lane. The color of the tubular markers shall be the same color as the pavement marking they supplement.

4.7.9 SHARED USE PATHS

A shared-use path, also called a multi-use trail, or hike and bike path allows for two-way, off-street bicycle use and may be used by pedestrians, skaters, wheelchair users, joggers and other non-motorized users. These facilities are frequently found in parks, along rivers, and in greenbelts or utility corridors where there are few conflicts with motorized vehicles. Because of their separation from motor vehicle traffic, shared-use paths appeal to the widest variety of user types, from families with children to adult recreational riders to everyday commuters. When these linear shared-use paths lead to popular destinations or connect to the on-street bikeway network, their utility expands greatly, offering a comfortable, low-stress bicycling environment for people to use for everyday trips.

Shared Use Paths shall meet the following design standards:

1. The desired paved width of a shared use path is 10 feet, the minimum width is 8 feet. The desired dimensions shall be used unless other street elements (e.g., travel lanes, medians, median offsets) have been reduced to their minimum dimensions at the discretion of the city traffic engineer.
2. Shared use paths shall be separated from the roadway by a minimum 5 feet planted buffer or as otherwise required in Chapter 4 of this document. Separation of less than 5 feet is permitted when a physical barrier is proposed.
3. Due to the fact that nearly all shared use paths are used by pedestrians, they fall under the accessibility requirements of the Americans with Disabilities Act (ADA). Refer to the U.S. Access Board website (www.access-board.gov) for up-to-date information regarding the accessibility provisions for shared use paths and other pedestrian facilities covered by the Americans with Disabilities Act and the Architectural Barriers Act.
4. In addition to the standards herein, designers shall justify proposed shared use paths with guidance from the AASHTO Guide for the Development of Bicycle Facilities, 4th Edition, 2012.

4.7.10 INTERSECTION TREATMENTS

For bicyclists traveling in a conventional bike lane the approach to an intersection with vehicular turn lanes can present a significant challenge. For this reason it is vital that bicyclists are provided with an opportunity to correctly position themselves to avoid conflicts with turning vehicles. This treatment specifically covers the application of a through bicycle lane at the intersection.

Through bicycle lanes at intersections shall meet the following standards:

1. The desired width of a dotted bike transition lane and through bike lane is 6 feet with a minimum width of 4 feet.
2. Bicycle lane word and/or symbol and arrow markings (MUTCD Figure 9C-3) shall be used to define the bike lane and designate that portion of the street for preferential use by bicyclists.
3. The through bike lane shall be placed to the left of the right-turn only lane.
4. Dotted lines signifying the merge area shall begin a minimum of 50 feet before the intersection (MUTCD). Dotted lines should begin 100 feet before the intersection if along a high speed/volume

roadway.

5. Dotted lane line transition areas to through bike lanes shall not be used on streets with double right turn lanes. Double right turn lanes are extremely difficult for bicyclists to negotiate. Shared lane markings may be used in the center of the inside turn lane to designate the preferred path of through bicycle travel.
6. Accompanying signage shall include R3-7R “Right Lane Must Turn Right” and R4-4 “Begin Right Turn Yield to Bikes” (MUTCD).
7. Dotted white lines should be 6 inches wide and 2 feet long with a 2- to 6-foot gap between dashes (MUTCD).
8. Through bike lanes should be provided at any intersection approach where a right turn only auxiliary lane is created (also known as a right turn add lane). It is desirable for bicyclists to travel straight through the merging area to reinforce right-of-way.
9. Dotted lane line transition areas to through bike lanes should not be provided at any intersection approach where a through travel lane transitions into a right turn only lane (also known as a right turn drop or trap lane). In such instances designers shall utilize an exclusive bicycle signal phase with the bike lane remaining to the right, or not delineating the merging area connecting to the through bicycle lane. Shared lane markings may be used to provide additional guidance.
10. At intersections with high right turning vehicle volumes, high bicyclist volumes, or along priority bicycle corridors, treatments beyond dotted white lines such as coloring and increased signing should be provided.
11. Terminating the bike lane in advance of

the intersection is not acceptable.

12. For intersections that lack the physical width to install a bicycle pocket, a combined bike/turn lane should be used.
13. Vehicle turn lane width shall not be reduced to less than 9 feet.
14. Bicycle warning signs or a “Share the Road” sign shall be used in advance of the merge/transition area.

A combined bike lane/turn lane places a suggested bike lane within the inside portion of a dedicated motor vehicle turn lane. Shared lane markings or conventional bicycle stencils with a dashed line can delineate the space for bicyclists and motorists within the shared lane or indicate the intended path for through bicyclists. This treatment includes signage advising motorists and bicyclists of proper positioning within the lane.

When configured on a cycle track corridor, the combined lane is commonly called a mixing zone, and is intended to minimize conflicts with turning vehicles at intersections as an alternative to an exclusive bike signal phase.

Combined bicycle lane turn lanes shall meet the following standards:

1. Shared lane markings shall be used to clarify bicyclist positioning within the combined lane. A dotted 4 inch line and bicycle lane marking shall be used to clarify bicyclist positioning within the combined lane without excluding cars from the suggested bicycle area.
2. Within the combined lane, the bicycle area width shall be 4 feet minimum.
3. Width of combined lane shall be 9 feet minimum, 13 feet maximum. A full bicycle through lane can be accommodated if the vehicle right turn

only lane can be made 14 feet or wider.

Further intersection treatments consistent with NACTO guidance may be required at the discretion of the city traffic engineer.

4.8 ALLEYS

4.8.1 ALLEYS - ALL AREA TYPES

Alleys are assets in certain zoning districts and they can supplement the overall street network by providing rear access to various land uses. By providing rear access to a development, curb cuts and driveways along the frontage conditions can be minimized and pedestrian safety can be enhanced. Alleys provide necessary circulation and can accommodate services like utilities, trash pick-up and stormwater drainage.

4.8.2 ALLEYS REQUIRED

The dedication of alleys shall be optional in all subdivisions, except where alleys must be dedicated as direct continuations or extensions of alleys existing in adjacent subdivisions or as otherwise indicated in this chapter. Such continuations shall be extended in the same alignment as evident from adjacent lots in the existing subdivision, except where an existing alley is less than sixteen feet wide. In that case, additional land shall be dedicated so as to form an alley at least sixteen feet wide.

For new development, alleys shall be required for all residential lots fronting major or minor arterials. Where off-street access is desired, alleys shall be provided.

4.8.3 EXISTING SUBDIVISIONS WITH ALLEYS

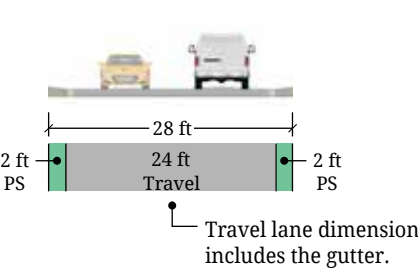
Where lots are subdivided or resubdivided adjacent to or within subdivisions already having alleys, the alley must be improved only to the same extent as may be evident from the existing alley. Where lots are subdivided as continuations of existing subdivisions already having alleys, alleys in the new subdivision shall be improved only to the same standards as those existing alleys, all the way to the first street intersection. Thereafter, if alleys are required or desired, they should conform to standards for alley dedication and improvement set forth in subsection 4.8.4 below.

4.8.4 ALLEY GENERAL REQUIREMENTS

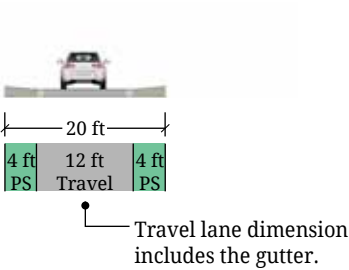
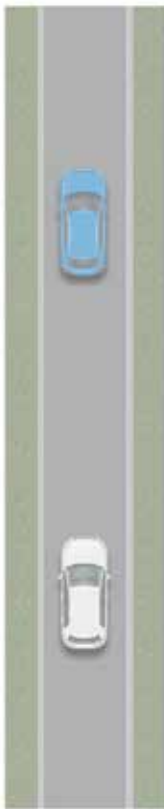
1. Alleys shall be as nearly parallel to the street frontage as reasonably possible.
2. Alley intersections with streets shall be as close to right angles (ninety degrees) as practical.
3. Where two alleys intersect or turn at an angle, a corner clip of not less than ten feet from the normal intersection of the property line shall be provided along each property line.
4. If alleys are not straight within each block or do not connect on a straight

Alley Design Factors		
	Alley in Commercial and Multifamily Districts (including townhomes and patio homes)	Alleys in Residential Districts
Minimum ROW Width	28 feet	20 feet
Minimum Paved Width	24 feet	12 feet

COMMERCIAL/MULTIFAMILY ALLEY
28 FT TOTAL ROW



RESIDENTIAL ALLEY
20 FT TOTAL ROW



course with alleys on adjoining blocks, an easement shall be provided for the placement of guy wires on lot division lines necessary to support overhead utility poles set on curving or deviating alley rights-of-way.

5. Alleys should not be platted to intersect any arterial streets.
6. Dead-end alleys shall not be permitted unless a permanent or temporary turnaround is provided. The following standards shall apply:
 - a. In subdivisions subject to Sub-section 4.8.3 above, turnarounds shall be provided with a minimum radius of thirty-five feet;
 - b. In all other subdivisions, turnarounds shall be provided with a minimum radius of thirty-two feet;
 - c. In instances where dead-end alleys will clearly be permanent, turnarounds shall be surfaced in accordance with the cross-sections on the preceding page, as applicable;
 - d. In instances where dead-end alleys are of a temporary nature, turnarounds shall be improved with a minimum six-inch-base of crushed limestone.
7. Layout and arrangement of alleys shall be designed to avoid the creation of short cuts for traffic and to discourage use by traffic other than that generated by activity within property abutting the alley.
8. Cross intersections of alleys shall not be permitted.
9. Alleys forming the boundary of a subdivision, and adjacent to unplatted property, shall be dedicated and improved the same as if situated in the interior of a subdivision.

4.9 SIDEWALKS

4.9.1 PURPOSE

Sidewalks are required as a part of subdivision plat approval as outlined within this manual and in the City Code Title 13, Chapter 04 to help the City of El Paso achieve the following:

1. Promote the mobility, health, safety, and welfare of residents, property owners, and visitors to the City of El Paso and to implement objectives and strategies of the El Paso Comprehensive Plan;
2. Improve the safety of walking by providing separation from motorized transportation and improving travel surfaces for pedestrians;
3. Improve public welfare by providing an alternate means of access to transportation and social interaction, especially for children, other citizens without personal vehicles, or those with disabilities;
4. Facilitate walking as a means of physical activity recognized as an important provider of health benefits;
5. Establish minimum criteria for the development of sidewalks as a part of the pedestrian element of the transportation system within the city and its extraterritorial jurisdiction (ETJ).

4.9.2 APPLICABILITY

These requirements shall apply to all development within the city and its ETJ.

4.9.3 EXCEPTIONS

The City Plan Commission may approve an exception to the requirement for sidewalks on individual streets or within subdivisions:

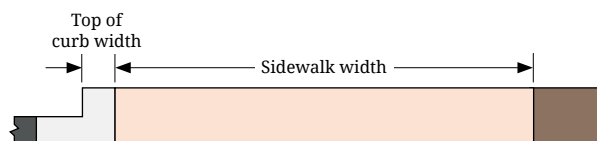


Figure 4.1: Sidewalk width (Cross section view)

1. In existing single-family residential neighborhoods where sidewalks are not present and have not historically been provided or comply;
2. On local streets within an approved subdivision where all the lots provide a minimum one-half acre lot area and the adjoining properties have no sidewalks;
3. On mountain residential and divided mountain residential streets within an approved mountain development subdivision;
4. On local streets within an approved planned unit development where pedestrian access is provided within the approved subdivision through an alternative sidewalk design not installed within the street right-of-way; provided, however, that an easement may be required by the City Manager or designee to provide for the installation of traffic signage and signalization, utility services, neighborhood delivery and collection box units, or other similar facilities;
5. On local streets within an approved subdivision which meet all of the following criteria as determined by the City Plan Commission:
 - a. A characteristic of the neighborhood is that no sidewalks have been required to date,

- b. The subdivision adjoins or lies within a neighborhood in which buildings or structures have been constructed on at least fifty percent of the lots within the neighborhood, and
 - c. The type of subdivision and intensity of land use is compatible with the character of the neighborhood;
6. On streets within neighborhoods that meet the criteria in Title 20 (Zoning) for infill development, where a street construction project, whether local, state or federal, has been awarded and the project includes construction of the sidewalks; and
 7. In areas with severe topography or other natural constraints that will constrain proper implementation of this title.

4.9.4 GENERAL REQUIREMENTS

- A. **Standards Not Otherwise Specified.** Where facility standards and requirements are not otherwise specified within this manual, the design of pedestrian facilities shall follow the City's Ordinance Title 13.04, the DSC, and other city Sidewalk Design Standards and applicable state and federal laws and regulations.
- B. **Maintenance.** All sidewalks, sidewalk amenities, and landscaping in the right-of-way shall be maintained by the adjoining property owner unless otherwise specifically provided for by public policy.
- C. **Location and Width of Sidewalks.** Unless noted otherwise:
 1. Sidewalks shall have a minimum clear path width of five feet on local streets in all zoning districts primarily intended for single-family residential development when located adjacent to the property line. Sidewalks are

preferred abutting the property line, not directly adjacent to the curb. Sidewalks located next to the curb along local streets shall be a minimum five feet in width. Sidewalks along arterials shall have a minimum width of five feet. The top of curb width shall not be included in the sidewalk width;

2. Sidewalks shall have a minimum clear path width of five feet in all other locations;
3. Sidewalks in areas determined to be high pedestrian traffic areas or pedestrian-oriented developments by the CPC may be required to be wider than the minimum widths listed herein by the CPC;
4. Sidewalks shall be located in existing areas to match the width and location of existing walks of the block in which they are located. Vacant blocks shall comply with the sidewalk requirements of this title;
5. Sidewalks shall not be located next to the curb on collectors or arterial streets except when an exception is approved by the CPC or designee at the time of subdivision plat approval. Such exception shall be due to actual physical or topographic constraints. Sidewalks on TXDOT facilities shall be as approved by TXDOT;
6. Sidewalks may be required to improve connectivity between subdivisions, to schools, parks, bus stops and retail areas by the CPC at the time of plat approval;
7. The CPC may approve alternative sidewalk design and locations at the time of plat approval including

meandering or curvilinear sidewalks provided such design and location meets the intent of this title.

- D. **Timing of Improvements.** The timing of sidewalk construction shall be as required by this manual and Chapter 13.04 of the City Ordinance, unless a developer agreement between the property owner and the city provides for alternative timing for construction or security has been provided in accordance with this title.
- E. **Internal Pedestrian Circulation.** In addition to sidewalks within the right-of-way, internal pedestrian circulation shall be provided in new development or redevelopment serving any nonresidential and at any governmental facility, school, church, or other place of public assembly. Sidewalks shall be installed to connect all buildings to one another and to parking areas and to connect the development to the public street system. All such sidewalks in the city's right-of-way shall be protected from encroachment by parked vehicles.
- F. **Curb Ramps.** Curb ramps shall be provided within a street right-of-way wherever an accessible route for pedestrians (sidewalk or pedestrian way) is required. The design and construction of curb ramps shall be in accordance with the DSC and shall comply with the Texas Accessibility Standards. DSC standards must be modified to increase the number of options, place of installation and at signalized intersections. ADA TXDOT standards must be considered for state and local streets
- G. **Compliance with DSC.** Sidewalks shall

be constructed in compliance with the standards in the City of El Paso DSC and Chapter 13.04 of the City Code.

4.9.5 SIDEWALK REQUIREMENTS FOR NEW STREETS

- A. **Sides of the street.** Sidewalks shall be required on both sides of all new streets except in accordance with Chapter 13.04 of the City Code.
- B. **Timing of Improvements.** Sidewalks, landscape and curb ramps shall be provided by the developer at the time of road construction on all new freeway frontage roads unless disallowed by TXDOT, arterial streets, or collector streets, except on individual lots fronting on or siding up to such street. The developer may choose to provide security in accordance with this chapter and to delegate the requirement to construct such sidewalks, landscape and curb ramps



A safe and predictable sidewalk system is an essential public infrastructure investment

to the purchaser of a lot or the purchaser's builder as a part of the building permit for a period of three years from the date of acceptance of the adjacent street. However, at the end of the three-year time period, the developer shall make arrangements to complete the missing sidewalks, landscape and curb ramps or in lieu of such arrangements, the city may utilize the security to complete the sidewalks, landscape and curb ramps. As sidewalks, landscape and curb ramps are completed during the three year period, the developer may request the partial release of security for the completed portions in accordance with this title.

- C. **Financial Guarantee.** A developer of a new subdivision may contribute the projected cost of the sidewalk construction into an escrow fund or through other form of financial guarantee to delay the time of construction of the sidewalk according to procedures within this manual and Chapter 13.04 of the City Ordinance.

4.9.6 SIDEWALK REQUIREMENTS FOR EXISTING STREETS

- A. **Sides of the Street.** Sidewalks shall be required on both sides of existing collector streets, arterial streets, and the external sides of the frontage roads of freeways.
- B. **Location.** Sidewalks shall be required along block faces of existing local streets where redevelopment is occurring in any of the following categories or combinations of categories:
1. The central business district designated by the El Paso comprehensive plan;
 2. Designated pedestrian routes in a

neighborhood plan, corridor plan, or other small area plan adopted by the City of El Paso;

3. Locations that would connect existing or otherwise required sidewalks by closing gaps of less than two hundred and fifty feet;
 4. Locations in which an adjacent property has a public sidewalk along the same block face;
 5. Street frontages in all developments except the following:
 - a. Developments intended primarily for single-family residential purposes and where sidewalks are not present,
 - b. Along local and collector streets in developments intended primarily for warehousing, manufacturing, and industrial uses,
 - c. Developments intended to preserve agricultural activities and open space.
- C. **Required with Street Improvement.** Any land development or subdivision that triggers a requirement for any street improvements along an existing collector street, arterial street, or freeway frontage road shall include sidewalk improvements. The sidewalks shall be provided concurrently by the developer with other street improvements except as otherwise provided in this manual and Chapter 13.04 of the City's Ordinance
- D. **Site Plan.** No new or amended site plan shall be approved for development on any property in a location wherein sidewalks are required unless applicable provisions for required sidewalks are included in the site plan.
- E. **Permits.** A certificate of occupancy, or

any other type of final approval for a residential development that does not require a certificate of occupancy, may not be issued until required sidewalks are installed or brought up to applicable standards when there is development activity requiring:

1. A permit for new construction of a structure other than an accessory structure,
2. A permit for a major addition to a structure other than an accessory structure, or
3. A permit for major alterations or repairs to a structure other than an accessory structure.

F. **Removal Requires Replacement.** An existing sidewalk may not be removed unless a replacement sidewalk is constructed to standards current at the time of removal.

4.10 CURBS AND GUTTERS

Curbs and gutters shall be installed according to the provisions of this chapter and to the DSC. Combination curb and gutter improvements shall be provided to mark the edge of pavement and carry off surface water, as set forth below:

4.10.1 BESIDE FREEWAYS

The subdivider shall be required to install curbs along the outside lanes in rights-of-way designated for freeways, as per the TXDOT approval or construction plans.

4.10.2 BESIDE ARTERIAL AND COLLECTOR STREETS

The subdivider shall install curbs on both sides of all arterial and collector streets within the subdivision, and on one side of all such streets at the subdivision boundary.

4.10.3 BESIDE LOCAL STREETS

The subdivider shall install curbs on both sides of all local streets within the subdivision and at subdivision boundaries, except for existing boundary streets, in which case curb and gutter installation shall be required on the subdivision side only.

4.10.4 AT STREET INTERSECTIONS

The minimum curb radii at street intersections shall be as prescribed in the DSC and shall maintain proper stopping sight distance as determined by the latest edition of AASHTO's "A policy on Geometric Design of Highways and Streets."

4.11 GENERAL DESIGN STANDARDS

4.11.1 DSC STANDARDS TO BE MET

In addition to the requirements of the City of El Paso Design Standards for Construction (DSC), the requirements of the street standards in this section shall be met.

All streets and thoroughfares shall be constructed and paved to city standards and within rights-of-way as required by the thoroughfare plan and this article, and in accordance with the DSC and other city standards, as may be from time to time amended or adopted. Traffic signal design shall be as per TMUTCD latest edition. Construction and/or dedication of facilities that exceed the standards herein is discouraged unless the excess facilities serve a functional purpose that aligns with the standards herein.

4.11.2 INTERSECTION IMPROVEMENTS AND TRAFFIC CONTROL DEVICES

Intersections shall be designed and improved in accordance with the DSC and MUTCD. Any additional improvements and/or traffic control devices shall be required only as

a result of the findings of a traffic impact analysis when required per the City Code of Ordinances.

4.11.3 OFF-SITE IMPROVEMENTS

Where traffic impact analysis demonstrates the need for the facilities or upon the affirmative recommendation of the City Manager or designee, the property owner shall make their proportional share of improvements to off-site collector and arterial streets and intersections necessary to mitigate traffic impacts generated by the development or in conjunction with related developments including but not limited to vehicular, bicycle and pedestrian improvements. The city may participate in the costs of additional/oversize improvements with the property owner as set out herein, and subject to the city's cost participation policies on additional/oversized improvements.

4.11.4 STREET NAMES AND ADDRESSES

Street Names

A. **Requirement.** New streets in a subdivision shall be named in a way that will provide continuity of street names and prevent conflict or confusion with existing street names in the city, in the city's extraterritorial jurisdiction or in a neighboring jurisdiction, subject to the approval of the City Manager, or designee for subdivisions located within the corporate limits, or by the county engineer within the extraterritorial jurisdiction. Subdivisions submitted as a preliminary plat shall indicate proposed street names for streets within the subdivision. The City Manager, or designee or county engineer may review, coordinate with the fire department and 911 and accept, in accordance with

these standards, any street name that is proposed. The City Manager, or designee or county engineer, when requested by the subdivider, may originate street name(s) as needed. Approved street names shall be shown on the final plat of the subdivision.

B. **Standards.** Preliminary street names shall be shown on the preliminary plat and final street names shall be approved with the final plat and shown on the recorded plat. Street names shall not conflict with or duplicate any existing street name within the City or County of El Paso. Conflict may be based on the following:

1. Close pronunciation to another street name;
2. Street name is too difficult to pronounce;
3. Street names with undesirable meanings or connotations; and
4. Street names with language translation problems.
5. New streets which are extensions of, or obviously in alignment with, existing streets shall bear the name of the existing street.
6. Cul-de-sac streets having six or more lots fronting on them, or that have more than one hundred fifty feet or more in length measured from the center line of the intersecting street to the center of the turnaround, shall have street names assigned to them. All other cul-de-sac, inlets, turning heels or eyebrows shall carry the street name, suffix and house numbering sequence of the main street.

7. Street names shall be in accordance with the DSC.
8. Street names shall not begin with initials.
9. Street names shall contain suffixes according to the standards listed in Table 4.2 and below except that streets within the extraterritorial jurisdiction shall be provided a street name suffix of “road” except where otherwise approved by the county engineer:
 - (i) Boulevards built in accordance with ordinance may be designated as “Boulevard” regardless of orientation;
 - (ii) Frontage roads within a freeway right-of-way shall be assigned the suffix of “Gateway.”
10. Streets with curves, doglegs or offsets up to ninety degrees with fewer than six lots fronting on them and no intersecting streets shall maintain the same name and addressing as the street at each end.
11. Renaming of existing streets shall also be in accordance with this chapter and all other applicable city ordinances.

Street Addresses

- A. **Requirement.** Street addresses shall be assigned, after consulting with the fire department and 911 reviews, by the city for subdivisions located within the corporate limits, or by the county engineer if within the extraterritorial jurisdiction, as part of the preliminary plat submittal. Street addresses shall be shown on the final recorded plat of the subdivision, including residential, commercial and industrial lot addresses.

Table 4.2 Street Names		
General Direction of Street	Street Length 1,000ft or More	Street Length Less than 1,000ft
North and south	Street	Place
East and west	Avenue	Court
Diagonal	Drive	Way
Curving	Drive	Lane or Circle

Blocks to be divided into lots in the future by replatting shall show the address range on the recorded plat.

B. Standards.

1. Addresses on the north side of streets which are subdivided in a generally east-west direction shall have odd numbers assigned.
2. Addresses on the south side of the street shall have even numbers assigned.
3. Addresses on the west side of the street which are subdivided in a generally north-south direction shall have odd numbers assigned.
4. Addresses on the east side of the street shall have even numbers assigned.
5. Addresses shall be assigned numerically in intervals of four, except where otherwise approved by the planning official or county engineer.
6. Cul-de-sac having less than six lots fronting on them, or less than one hundred fifty feet in length measured from the centerline of the intersecting street to the center of the turnaround,

shall be assigned the same house numbering sequence as the main street.

7. A property not requiring a subdivision shall have frontage on a dedicated public or private street before an official street address may be assigned to it.
8. Assignment of addresses to corner lots within single-family residential subdivisions shall be determined by the location of the main entrance to the building; except that assignment of addresses to lots with nonresidential uses and having more than one street frontage shall be determined by the location of the main entrance to the building, unless otherwise requested by the property owner and approved by the director.
9. Addresses shall not be assigned to landlocked or illegally subdivided properties.
10. As adjacent territory is annexed into the city, the existing street names and addresses in the newly annexed areas shall be reviewed by the director and modified as necessary to eliminate duplication of street names already existing within the city, and to ensure that all addresses follow the numbering sequence existing in the city.

4.11.5 STREET RIGHT-OF-WAY DEDICATION

The property owner shall provide all rights-of-way required for existing or future streets, and for all required street improvements, including perimeter streets and approach roads, as shown in the thoroughfare plan

and as required by the Design Standards for Construction (DSC) or by other valid development plans approved by the city, subject to the rough proportionality provisions of this design manual. There shall be sufficient right-of-way such that sidewalks and related pedestrian activity is not impeded by the location of utilities, including solid waste pick-up, fire hydrants, and utility poles. If such right-of-way is not sufficient, then the developer and/or the respective utility shall be responsible for obtaining additional easements or right-of-way.

4.11.6 TRANSITIONS OF RIGHT-OF-WAY WIDTH

Wherever the right-of-way width of a residential, local, collector or arterial street must transition to a greater or lesser width, the transition shall not occur within an intersection but within the street right-of-way so that the right-of-way shall be the same on both sides of the street intersection. The minimum taper length of the right-of-way transition taper shall be 100 feet.

4.11.7 EXTENSIONS OF EXISTING STREETS

New streets which extend existing streets shall bear the names of the existing streets, and shall be dedicated at equal or greater right-of-way widths than the existing streets for an appropriate transition length, if applicable, unless a lesser street is justified by a TIA.

4.11.8 INTERSECTIONS

Street intersections shall be situated at an angle of ninety degrees, plus or minus fifteen degrees except where the intersection utilizes knuckles, turning heels or eyebrows in accordance with the DSC. Such intersections shall maintain proper intersection visibility as determined by the latest edition of AASHTO's

“A policy on Geometric Design of Highways and Streets.” The major access driveway to large multifamily, commercial and industrial developments shall also meet the requirements of this chapter.

4.11.9 STREET OFFSETS

- A. **Minimum Offset Distances.** No combination of two streets intersecting a third shall have their centerlines offset any less than the distance specified in Table 6.1 unless a traffic impact analysis recommends a greater distance to preserve safe and efficient traffic operations. The City Manager or designee may grant an exception where infill, topographic or other physical features render the required offset unnecessary or impractical.
- B. **Configuration Shall Reduce Minimal Offsets.** Intersecting streets onto an existing or future divided roadway must be configured in accordance with Section 6.2, such that the centerline offset will accommodate the appropriate median opening and left-turn lanes (with required transition and stacking distances) on each divided roadway, and shall be aligned with any existing or proposed streets or driveways on the opposite side of the divided roadway (in order to share the median opening). Median openings and offsets should be analyzed in the traffic impact analysis, and a determination made if developments sharing a median opening may cause additional traffic conflicts, where an exception to sharing a median opening may be made.

4.11.10 HALF-STREETS

Construction of half-streets shall be prohibited, except when essential to the

reasonable development of the subdivision in conforming with the other requirements of this code and the thoroughfare plan, and where the CPC makes a determination at the time of preliminary plat approval that

Table 4.3 Minimum Offset Distances

Types of Streets Intersecting at Offset ¹	Types of Street Intersected	Minimum Offset Distances ^{2,3}	
		Intersection Type A	Intersection Type B
Local/Local	Local	125 ft	125 ft
Local/Local	Collector	125 ft	125 ft
Local/Local	Arterial ⁴	125 ft	300 ft
Local/Collector	Collector	125 ft	300 ft
Local/Collector	Arterial	125 ft	300 ft
Local/Arterial w/o median or median break	Arterial	200 ft	400 ft
Collector/Collector	Collector	250 ft	400 ft
Collector/Collector	Arterial	300 ft	400 ft
Collector/Arterial	Arterial	300 ft	400 ft

Note 1: For the purposes of this table freeways shall be considered as arterial streets with no median breaks unless an interchange is provided.

Note 2: Measured from closest property line to closest property line, as shown in the DSC. If one intersection is signalized, the minimum spacing to the next unsignalized intersection shall be 600' or as dictated by TIA.

Note 3: Existing and future signalized intersections shall be at least 2,650 feet apart in order to match the desired spacing in the thoroughfare plan and shall be required to have left turn storage in both directions. The City Manager or designee may approve a reduction to the required signal spacing to meet a specific need. The city traffic engineer may also require lining up of intersections for future or existing signalization or median breaks, as required in Sub-Section 3.8.2. Signal spacing in central business districts may be reduced upon approval of the traffic engineering division. Signals shall be spaced at least 2,650 feet or more from frontage roads.

Note 4: Local streets intersecting with an arterial with no median break shall not be required to be offset.

there is no immediate benefit to be gained by constructing the full street section since no access from the street will be needed by the subdivision in question. The CPC may also find that it would be more practical, or cost effective, to delay construction of the other half or some portion thereof of a street until when the adjoining property is developed.

4.11.11 PRIVATE STREETS

- A. **Permitted Only as Local Street.** Private streets shall require approval as an exception at the time of preliminary plat approval by the City Plan Commission in accordance with this title. No streets or thoroughfares shown on the adopted thoroughfare plan may be a nonpublic street. Construction and development of private streets shall meet the standards for right-of-way width and improvement as set forth in this chapter as applied to public streets.
- B. **Classification.** At the time a private street is proposed, it shall be classified as either a local or sub-collector street, as described herein and made to conform in all respects with right-of-way paving, curb and gutter, construction, and design requirements as applicable to a public street.
- C. **Subdivision Boundary Streets.** New subdivision boundary streets shall not be private.
- D. **Private Streets, General.** In order to be considered for an exception to allow the construction of private streets, the developer shall meet the requirements set out in this section.
 1. **Construction.** All private streets shall be designed, constructed, and maintained to meet city standards. The construction and improvement plans shall be reviewed by the city

in the same manner as construction and improvement plans for public infrastructure. The city shall not participate in any portion of the cost of constructing a private street.

2. **Inspection During Construction.** All private streets shall be subject to inspections by city staff in the same manner, at the same intervals, as public streets, including the payment of applicable inspection fees. A construction schedule shall be submitted with the construction and improvement plans in order to assist in scheduling the inspections. Failure to pass an inspection and meet city construction standards shall require re-inspection, and re-construction, as necessary. No certificates of occupancy shall be released for structures along a private street until all inspections shall have been completed satisfactorily.
3. **Traffic Control Devices.** All private traffic control devices and regulatory signs shall conform to the “Texas Manual of Uniform Traffic Control Devices”, as amended, and to city standards.
4. **Restricted Access.** The subdivision homeowners association shall clearly mark entrances to all private streets with a sign, in accordance with the DSC, placed in a prominent and visible location, indicating that the streets within the subdivision are private, and not maintained nor regularly patrolled by the city. All restricted access entrances shall be manned twenty-four (24) hours every day, or they shall provide a reliable, alternative means of ensuring access into the subdivision by the City, by

emergency service providers, and by other utility or public service providers, such as postal carriers and utility companies, with appropriate identification. The method used to ensure city and emergency access into the subdivision shall be approved by the city's fire department and by any other applicable emergency service providers during the final platting process. Gates on private streets shall provide a traffic queue analysis and provide adequate on-street storage in advance of the gate. If the homeowners association fails to maintain reliable access as required by city codes, the city may enter the private street subdivision and remove any gate or device which is a barrier to access, and bill the expense to the association. If the bill is not paid, the city may file a lien for the expense against any property owned by the association.

5. **Waiver of Services.** Certain city services may not be provided for private street subdivisions, including but not limited to street maintenance, routine law enforcement patrols, enforcement of traffic and parking regulations, preparation of accident reports, and payment of costs for street lighting. A note as to waiver of services may be required on the face of the plat.
6. **Street Lighting.** Street lighting as required by this title shall be entirely at the expense of the developer and subsequent property owners. Decorative poles or alternative spacing may be approved by the City Manager or designee, following a recommendation by the CPC, who shall make such recommendation

based on the lighting type, the lumens necessary to effectuate safe traffic and pedestrian travel, and a finding that the proposed lighting plan provides as well or better for the health, safety and welfare of the future residents of the private street subdivisions.

7. **Maintenance.** The developer shall provide for the establishment of a homeowners or property owners association, in covenants, conditions, and restrictions (CCRs), to assume the obligation of perpetual maintenance of private streets and other improvements held privately, including a mandatory assessment for such private streets and improvements to be placed on all property owners within the subdivision, allowance for city staff to inspect the streets to assure they are being maintained to city standards, hold harmless provisions as required in subsection 9, and providing for notice to the city attorney and City Manager of any amendments to these relevant sections. The city shall be a necessary party for the amendment of any portions of the CCRs dealing with these requirements. The proposed CCRs shall be submitted for review by the city attorney at the time of filing the preliminary plat. The city attorney shall review the CCRs to ensure that the requirements of this section are met, and shall submit recommended changes to the developer, who shall incorporate such changes. Absence of city attorney approval of the CCRs shall require the denial of the exception for private streets.
8. **Petition to Convert to Public Streets.** A property owners association may petition the city to accept private

streets and any associated property as public streets and right-of-way upon written notice to all association members, and the favorable vote of a majority of the membership, or as required in the CCRs. A dedication instrument shall also be submitted, and shall be reviewed and the final form approved by the city attorney prior to submission of this request to city council. The city shall not be required to accept any private streets for public dedication and maintenance. The staff shall review the request and make a recommendation to CPC, who shall forward a recommendation to city council. City council shall make their decision based on the public health, safety and welfare considerations of the streets. As a condition of accepting the dedication and maintenance of

private streets, the city may impose a requirement for repairs and improvements at private expense prior to acceptance, enter into an agreement for an assessment or pro-rata sharing of costs for repairs or improvements prior to acceptance, or other legal or equitable options to ensure that the streets being accepted are not a liability to the city. The city shall be the sole judge of the nature and extent of repairs or improvements needed. The city may also require, at the sole expense of the association's or property owner's expense, the removal of any guard houses, access control devices, landscaping or other amenities located within the streets or common areas prior to city acceptance.

9. **Hold Harmless.** The property

Table 4.4 Width for Cul-de-sac Streets and Turnarounds for Certain Activities

Activity Served	Paving Width ¹	Right-of-Way Width	Additional Requirements
Cul-de-sac Streets			
Less than 12 dwellings	32 ft	52 ft	300 ft maximum length
1-25 dwellings	36 ft	56 ft	600 ft maximum length-Single-family, duplex only ²
Nonresidential Zoning Districts (except as otherwise specified)	36 ft	54 ft	300 ft maximum length
Heavy Commercial District and Industrial Districts	40 ft	62 ft	300 ft maximum length
Cul-de-sac Turnarounds			
Residential and Nonresidential Zoning Districts (except as otherwise specified)	90 ft diameter	110 ft diameter or 100 ft with 10 ft utility and sidewalk easement ³	Shall be a minimum of 10 ft of ROW or ROW/Easement Combination behind curb ⁴
Heavy Commercial District and Industrial Districts	100 ft diameter	120 ft diameter	N/A

Note 1: Measured from the front of adjoining curbs.

Note 2: Cul-de-sacs (dead end streets) serving triplex, quadruplex and higher density multifamily uses shall be discouraged. Exceptions may be granted by the CPC where no alternative exists and meeting the Heavy Commercial Standard or in infill development situations.

Note 3: 7 foot to provide room for fire hydrants and other utilities, streetlights and traffic/no parking signs, and still meet ADA compliance.

Note 4: or in accordance with the DSC.

owners association, as owner of the private streets and appurtenances, shall release, indemnify, defend and hold harmless the city, any other governmental entity, and any public utility entity for damages to the private streets that may be occasioned by the reasonable use of the private streets by same, and for damages and injury (including death) arising from the condition of the private streets, out of any use of access gates or cross arms, or out of any use of the subdivision by the city or governmental or utility entity.

4.11.12 CUL-DE-SAC STREETS

Cul-de-sac streets are discouraged for use in subdivision design. Except where projecting into adjacent unsubdivided areas, any street having only one vehicular access to another street shall be terminated by a permanent turnaround. Standards for both the turnaround and its street approach are set forth within this section. Exceptions to these standards shall be discouraged due to firefighting and solid waste collection requirements. Any turnaround, either temporary or permanent, that does not meet these requirements shall be permanently signed for no parking or marked as a fire lane in accordance with the DSC.

- A. **Width for Cul-de-sac Streets for Certain Activities.** That portion of any street extending from an intersection to a turnaround shall be improved and rights-of-way platted with the minimal dimensions provided in Table 4.3.
- B. **Turnaround for Cul-de-sac Streets for Certain Activities.** The turnaround portion of any cul-de-sac shall be improved, and rights-of-way platted, as prescribed in Table 4.3.

4.11.13 STREET STUBS/FUTURE CONNECTIONS

Except when recommended by the City Manager or designee, no public dead-end streets will be approved unless they are provided to connect with existing streets (including stubbed-out streets) or future platted streets on adjacent land.

- A. **Lots on Future Connections.** No more than one lot (per side) can front onto the street stub/future connection unless a temporary turnaround bulb (with the appropriate temporary street easement) is provided at the end.
- B. **Maximum length and turnaround.** A street stub/future connection shall not exceed the maximum allowed length of a normal cul-de-sac, and the temporary turnaround bulb must be constructed like a cul-de-sac, as provided in Section 4.11.12 above.
- C. **Temporary Street stubs.** A note shall be placed on the final plat clearly labeling any temporary street stubs (if any) that will at some point be extended into the adjacent property. Any required temporary turnaround easements shall be shown on the final plat along with their appropriate recording information, if they are off-site or established by separate instrument.

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5

Design Exceptions and Modifications



Chapter 5

Design Exceptions and Modifications

5.1 APPLICABILITY AND VESTED

The City Plan Commission may grant exceptions to these requirements in cases where the proposed subdivision is constrained by topographic features of at least 20% grade, existing single family neighborhood development, or other impassable features, as determined by the City Manager or designee.

5.2 GUIDANCE ON FLEXIBILITY IN STREET DESIGN

This Street Design Manual emphasizes the concept of tradeoffs and priorities in street design to ensure that the general intent of a design can be met even if right-of-way constraints or other limiting context factors might not make all preferred parts of a design possible. These tradeoffs should occur explicitly throughout the process and be guided by design values that actively respond to their context. Generally, trade-off considerations include modal priority, determination of appropriate street design elements, and evaluations on the level of impact that regular weather conditions will have on normal street and thoroughfare operations.

GENERAL PRIORITIES FOR DECISION-MAKING

- Connect to existing bicycle facilities on the corridor or adjacent corridors and/or provide bicycle connections proposed in the El Paso Bike Plan
- Widen and/or connect sidewalks to those existing on the corridor or adjacent corridors where possible
- Provide additional amenities where possible (e.g., landscaping, lighting)

Additionally, to ensure consistency along a corridor, network level operations should also be considered. Trade-offs are typically required in constrained situations and should be made strategically to avoid any unintended adverse impacts on adjacent streets when determining how to fit multiple modes into a roadway.

There are many combinations of factors related to the design of a street including, but not limited to; constraints on the right-of-way, particular access needs, accommodating space for parking, streetscaping, as well as other additional curbside uses. The El Paso Street Design Manual focuses on providing a general set of Cross-Sections that include more detail on the decision factors that would finalize a design for a certain corridor. This becomes especially important for achieving certain designs on existing street

while ensuring an overall consistency in the Functional Classification as they transition into newer areas of the City.

Depending on existing amenities, existing context, project type, and priority these trade-off considerations could include the following¹:

- Removal or reduction of medians
- Inclusion of streetscape elements (such as planter strips, hardscape, or sidewalks)
- Removal of the parking lane on one or both sides of the street to make space for the inclusion of dedicated lanes for other modes of transportation (such as bicycle lanes)
- Removal or reduction of the Amenity Zone (in exceptional circumstances)
- A “Road Diet,” or the removal or reduction of motor vehicle lanes

Where constraints prevent the accommodation of a certain mode on a street that is recommended within the Design Criteria values, the broader network should be reviewed. In some instances, such modes may be accommodated on a parallel street, for example.

Since the El Paso Street Design Manual is intended to be used as a guide for the implementation of a broad range of thoroughfares—including both existing constrained rights-of-way and new rights-

of-way dedicated with development—it is important to understand how trade-off considerations should be made. To explain the process through which trade-offs and design decisions should be made, Table 3.2 summarizes general guidelines according to each functional classification and street type.

Section 3.1 (and specifically Tables 3.1 and 4.1) provides an overall summary of recommended guidance for each combination of functional classification and area types. More specific trade-off priority level details are included on each cross-section diagram, presented in Sections 4.2-4.8, with the aim of providing direction on where trade-offs need to be made for certain conditions.

5.3 DESIGN PRIORITIZATION FOR MODIFICATION OF TYPICAL SECTIONS

Table 5.1 below, identifies allowable modifications to typical sections based on roadway type, location and sector. Adjustments to number of travel lanes will be made based on a TIA.

Note 1: Existing landscaping and or illumination shall be taken into consideration before removal.

Table 5.1 General Design Flexibility Guidance for Thoroughfare Corridors

			Major Arterial	Minor Arterial	Collector	Local
KIT-OF-PARTS APPROACH TO THE CROSS SECTIONS						
Compact Urban	G-1, G-2, O-7	Basic Cross Section ¹	4-6 lanes without median, with parking, sidewalk, and parkway with trees	Two lanes without median or four lanes with median, with parking, sidewalk, and parkway with trees	Two lanes without median, with parking, sidewalk, and parkway with trees	Two lanes, with curb, parking, sidewalk, and parkway with trees
		Is it designated in the Bike Plan?	Volumes of 6,000 vehicles per day (VPD) or greater and posted speed of 25 MPH or greater, consider cycle track or shared use path Volumes less than 6,000 vehicles per day (VPD) and posted speed of less than 25 MPH, consider buffered bike lanes, bike lanes or bicycle boulevard		Add Cycle Track, buffered bike lanes, bike lanes or bike boulevards	Add bike lanes or a bike boulevard treatment
		Special context factors?	Substitute parkway/ tree well with hardscape		Substitute parkway/ tree well with decorative features	
Drivable Suburban	G-3, G-4, G-5, G-7, G-8, G-9	Basic Cross Section ¹	Four lanes with median, with sidewalks and parkway with trees	Two lanes without median or four lanes with median, with sidewalks and parkway with trees	Two lanes without median, with sidewalk and parkway with trees	Two lanes, with curb, sidewalk, and wider parkway with trees
		Is it designated in the Bike Plan?	Volumes of 6,000 vehicles per day (VPD) or greater and posted speed of 25 MPH or greater, consider cycle track or shared use path Volumes less than 6,000 vehicles per day (VPD) and posted speed of less than 25 MPH, consider buffered bike lanes, bike lanes or bicycle boulevard			
		Special context factors?	Add median (continuous or at major intersections only)			
Rural	G-6, O-3, O-4, O-5, O-6	Basic Cross Section ¹	Two lanes without median or 4 lanes with median, with shared use path and equestrian trail and swales	Two lanes without median, with shared use path and equestrian trail and swales		Two lanes without curbs, with equestrian trail (optional) and swales
		Is it designated in the Bike Plan?	Buffered bike lanes or shared use path			
		Special context factors?	In Rural Settlement area types, add sidewalks			

Note 1: Adjustments to number of travel lanes will be made based on a TIA.

GROWTH SECTORS

G-1 Downtown
G-2 Traditional N'hood
G-3 Post-War
G-4 Suburban
G-5 Independent City
G-6 Rural Settlement
G-7 Industrial
G-8 Fort Bliss Mixed Use
G-9 For Bliss Military

OPEN SPACE SECTORS

O-1 Preserve
O-2 Natural
O-3 Agriculture
O-4 Military Reserve
O-5 Remote
O-6 Potential Annexation
O-7 Urban Expansion

Plan El Paso Future Land Use Base Sectors

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9

Access and Connectivity



Chapter 6

Access and Connectivity

6.1 ROADWAY NETWORK CONNECTIVITY

6.1.1 APPROACH ROADS AND ACCESS

All subdivisions with a single point of access must have no roadway, or link, that exceeds three hundred feet or sixty dwelling units from the access point or an average daily traffic (ADT) of greater than one thousand two hundred. All other subdivisions must have at least two points of vehicular access, and must be connected with improved roadways to the city's improved thoroughfare and street system by two or more approach roads of the dimensions and standards hereinafter set forth. An access road that is divided with twenty feet in each direction to the intersection of two streets shall be considered two means of access.

- A. Requirements for dedication of right-of-way and improvement of approach roads, signalization, median breaks, additional lanes and other traffic mitigation or safety improvements may be increased depending upon the size or density of the proposed development, or if the need is demonstrated by traffic impact analysis (TIA).
- B. An exception for a subdivision may be allowed by the City Plan Commission

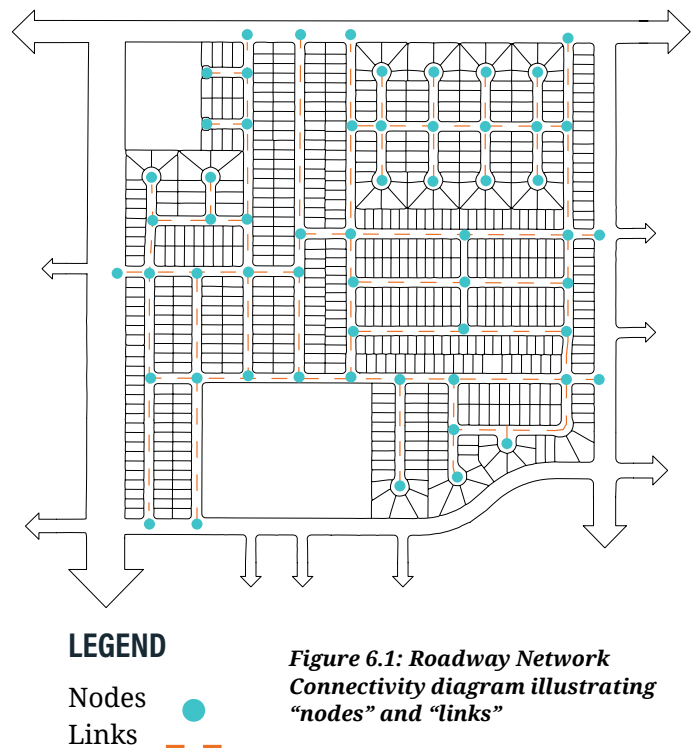


Figure 6.1: Roadway Network Connectivity diagram illustrating "nodes" and "links"

(CPC) provided a second emergency access that is controlled in a manner acceptable to the fire marshal shall be provided.

- C. Each nonresidential lot shall have a minimum frontage on a dedicated public street as required by the applicable zoning, unless other provisions have been authorized through a commercial unit development with cross access easements to the property. The City Plan Commission may approve alternative solutions provided the intent of providing adequate emergency access for public safety vehicles is met.
- D. Adequate lighting of access points shall be coordinated with the Streets and Maintenance Department and provided by the subdivider.

6.1.2 STREET SPACING GUIDELINES

The basic form of the thoroughfare system is shaped by the spacing and alignment of arterial thoroughfares. The system of arterials should be continuous and networked in a general rectilinear form. In urban areas, arterial spacing may need to be one-half mile or less. In denser urban centers and core areas, arterials may need to be spaced at one-quarter mile or less.

In more conventional suburban areas that are intended to remain so, arterial spacing of up to one mile may suffice if facilities of up to six lanes are acceptable to the community. The arterial thoroughfares should be supplemented by thoroughfares spaced at most one-half-mile apart. Such areas typically are interspersed with areas of mixed-use and walkable activity, such as commercial districts and activity centers. These centers require more frequent and connected networks of local streets.

Closer spacing of thoroughfares (one-quarter

mile for collectors) may be needed depending on pedestrian activity levels, desired block patterns and continuity. Natural features, preserved lands, or active agriculture may break up the pattern.

Local streets should be configured in a fine-grained, multimodal network internal to the neighborhood, with many connections to the system of thoroughfares. Where streets cannot be fully networked, they should be supplemented by pedestrian and/ or bike-pedestrian facilities to provide the desired connectivity.

Pedestrian facilities should be spaced so block lengths in less dense areas (suburban or general urban) do not exceed 600 feet (preferably 200 to 400 feet) and relatively direct routes are available. In the densest urban areas (urban centers and urban cores), block length should not exceed 400 feet (preferably 200 to 300 feet) to support higher densities and pedestrian activity.

All proposed developments must have a connectivity index of 1.4 or greater. The connectivity index shall be calculated by dividing the total number of links (streets including stub-out streets) by the total number of nodes (intersections, culs-de-sac, no-outlets, dead-ends).

The city plan commission may grant exceptions to these requirements only upon a finding that the development is constrained by topographic features, existing development or other impassible features. The grant of the exception requires the affirmative vote of at least three fourths of all members of the city plan commission.

6.1.3 LENGTH OF A BLOCK OR STREET SEGMENT

The maximum length of any block or street segment (including a looped street) shall be

one thousand six hundred feet along arterial streets, except that where lots are designed under Sub-section 6.2.5, blocks may not exceed eight hundred feet. Block faces shall not exceed one thousand feet along other streets and the full perimeter of a block shall not exceed two thousand four hundred feet except when Section 5.2 specifies otherwise or where topographic features or parcels of one-half acre or larger would justify an exception from this requirement. Cul-de-sac streets shall adhere to Sub-Section 6.1.4 or other requirements herein. Measurements shall be as measured along the centerline of the street from the centerline or center point of one intersection to the centerline or center point of the next intersection. For the purposes of measurement, either a full four-way intersection or a “T” three-way intersection shall be considered an intersection. Traffic calming may be provided by the developer or may be required in accordance with the adopted Neighborhood Traffic Management Policy and in accordance with the DSC by the City Manager or designee.

The length of a block or street segment may exceed the maximum length stated above under the following conditions:

1. Blocks containing retention or detention ponds, and
2. Blocks containing parks.

6.1.4 MAXIMUM LENGTH OF A CUL-DE-SAC STREET

- A. Cul-de-sacs should be discouraged in subdivision design.
- B. No cul-de-sac served by one access point in any single-family, multiple-family, industrial, or commercial subdivision shall exceed six hundred feet in length or the length as shown in Table 4.3, whichever is less.
- C. No cul-de-sac in any single-family subdivision district shall be designed to serve more than twenty-five single-family dwelling units, unless an exception is granted by the CPC to the maximum length, in which case the maximum number of dwelling units shall be increased in the same percentage as the maximum length has been increased.
- D. For purposes of this paragraph, cul-de-sac length shall be measured along the centerline of the cul-de-sac from a point beginning at the intersection of the cul-de-sac street with the centerline of the street from which it extends to the center of the turnaround at the end of such cul-de-sac. (Also see Sub-section 4.11.12 for cul-de-sac requirements.) For the purposes of measurement, either a full four-way intersection or a “T” three-way intersection shall be considered an intersection.
- E. An exception may be granted by the City Plan Commission to develop a parcel:
 1. With topographic problems;
 2. With Arroyos or environmental areas requiring protection surrounding such parcel;
 3. That is effectively landlocked with no other alternative than a cul-de-sac exceeding six hundred feet;
 4. Is in a proposed subdivision that has such a unique configuration that the only way to serve the area in question is with a cul-de-sac exceeding six hundred feet. Such exception shall not be granted if the length of the cul-de-sac can be reduced by connection to an adjacent and/or parallel street. The desire to gain additional lots from the cul-de-sac exception by itself is not

reason enough to grant such exception to the maximum length;

5. Additional modifications may be required by the City Plan Commission upon recommendation by the fire marshal's office including intermediate turnarounds (eyebrows) to accommodate emergency vehicles being provided at a maximum distance of six hundred feet;
6. Building construction within the area of the cul-de-sac beyond the six hundred feet distance shall be fire sprinklered and a note shall be added to the recording plat and the subdivision improvement plans indicating that buildings are required to be sprinklered within the subdivision, and which lot numbers have such requirement.

6.2 DRIVEWAYS AND ACCESS MANAGEMENT

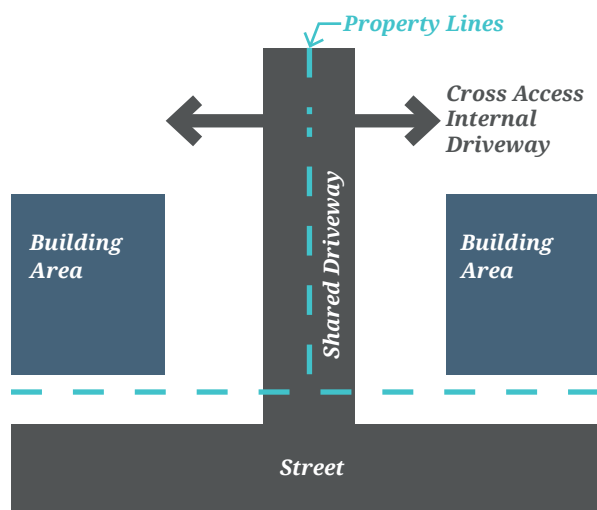


Figure 6.2 Shared Access Driveway & Cross Access Internal Driveway

6.2.1 DRIVEWAY APPROACHES AND RELATED REQUIREMENTS

Driveway approaches, curbs, gutters, pavements and appurtenances on public property and other facilities to provide access to abutting properties in the city and ETJ in connection with platting or building construction shall be constructed, provided, altered or repaired in accordance with the City of El Paso Design Standards for Construction (DSC) and as prescribed by the standards outlined within this title.

6.2.2 ACCESS MANAGEMENT

Roadway access management standards and requirements related to TXDOT roadways and city roadways shall be in accordance with this ordinance, the DSC, all other city and TXDOT regulations, and as determined by the traffic impact analysis.

6.2.3 SHARED DRIVEWAYS AND CROSS-ACCESS DRIVES

A. Type II Driveway Approaches and Shared Driveways. Shared access driveways in relation to Type II driveways are encouraged and may be required by the City Manager, or designee in order to ensure public safety access by providing mutual/common access to a median opening, to minimize the number of driveway cuts on streets, thereby maintaining street mobility, and to facilitate traffic flow between adjacent lots. (See Figure 6.2)

1. **Arterial Street.** A shared mutual access easement(s) for a driveway(s) may be required between adjacent lots fronting on an arterial street, as designated on the thoroughfare plan (as the street exists or is planned to be improved in the future).

2. **Location and Dimension.** The location and dimensions of such easement(s) shall be determined by the City Manager or designee.
3. **Easement on Plats.** Such easements shall be noted on the preliminary plat and final plat with the language specified as part of the city's application requirements.

B. Type II Driveway Approaches and Cross Access Internal Driveways. Cross access easements for internal driveways are encouraged and may be required as part of the preliminary and final plat approval by the City Manager, or designee in order to minimize the number of driveway cuts on streets, thereby maintaining street mobility, and to facilitate traffic flow between adjacent lots.

1. **May Be Required.** A cross access easement(s) for an internal driveway(s) may be required between adjacent lots. Such easement shall be required between adjacent properties within the same plat, phases of plats or ownership when the following conditions exist:
 - a. On arterial frontages between adjacent parking lots;
 - b. Between lots when one or more do not have direct access to the thoroughfare;
 - c. When accessing shared driveways;
 - d. On arterial lots in close proximity to intersections where individual lot driveways do not align with median breaks, thereby giving each lot access to a median break.

- C. **Location and Dimension.** The location and dimensions of such easement(s) shall be determined by the City Manager or designee.
- D. **Easement on Plats.** Such easements shall be noted on the preliminary plat and final plat with the language specified as part of the city's application requirements.

6.2.4 MEDIAN OPENINGS

Common access to median openings from driveways should be discouraged due to increase of potential conflict points and collisions.

6.2.5 LOTS ACCESSING ARTERIAL STREETS

Where a subdivision abuts or contains an existing or proposed arterial street, the City Manager, or designee may require that single-family lots shall not directly access an existing or proposed arterial and no residential lot frontage, other than the side of the lot with no access, shall be allowed on arterial streets, except where the proposed subdivision meets one or more of the following criteria:

- A. **Adjoining Property Frontage.** Where residential lot frontage is provided from an arterial street on an adjoining property, and the City Plan Commission determines that a public benefit would result from permitting the proposed development to be similarly designed.
- B. **Physical Limitations.** Where the only street frontage which may be provided to the residential lots is from an arterial street due to the shape, topography or other physical condition of the property.
- C. **Design Requirements.** Where residential lot frontage is proposed on an arterial street, the block face and lot(s) facing the arterial shall meet the following

requirements:

- a. Lots shall be accessed from an alley at the rear of the property.
- b. Lots shall not have driveway access to the arterial.
- c. The development shall provide street trees placed at thirty feet on center along the entire block face where lots face the arterial.
- d. The arterial shall provide for on street parking.
- e. The sidewalk width along the entire face of the block with lots facing the arterial shall be a minimum of six feet.
- f. The parkway along the entire face of the block with lots facing the arterial shall be a minimum of thirteen feet.



Figure 6.3 Design Visualizations for lots fronting an arterial roadway. Decorative walls will comply with Title 20 - Zoning and are shown to illustrate recommended treatments for residential lots fronting arterial roadways.



Street Lighting

7

Chapter 7

Street Lighting

7.1 PURPOSE AND APPLICABILITY

The subdivider shall furnish and install streetlights along all public and private streets, whether within the corporate limits or within the extraterritorial jurisdiction. Such streetlights shall comply with the requirements of this title, the City of El Paso lighting ordinance found in Title 18, the City's Building and Construction Standards and with the requirements of the DSC. The standards shall apply in determining the number of streetlights required, and are based on approved standards of the American National Standards Institute and the Illuminating Engineering Society of North America, a copy of which is maintained by the city.

7.2 CONTEXTUAL STREET LIGHTING

Lighting can and should vary between various contexts. Lighting of rural roadways may be desired, but the need is much less than in Compact Urban areas. Lighting of rural areas is not well justified except in certain areas including intersections, railroad grade crossings, bridges and tunnels, sharp curves and where roadside interferences are present.

Compact Urban and Drivable Suburban roadway lighting is necessary to enhance

safety. General fixed-source roadway lighting is mounted on a support pole at least 30 feet above the roadway surface. Pedestrian-scale lighting is fixed-source lighting mounted at a lower height than other roadway lighting, generally only 15 feet above grade. It is essential for illuminating sidewalks, crosswalks, bike lanes and other multi-modal facilities. Pedestrian-scale lighting should be used in any contexts where relatively high volumes of pedestrian activity are anticipated such as transit stops, educational and medical institutions and mixed use or commercial areas.

7.2.1 LIGHTING PLANNING & DESIGN

All projects that involves a roadway is to be evaluated for lighting requirements. This includes:

1. Land development, including new roadways
2. Upgrades to existing roadways with geometric modifications
3. Upgrades to existing roadways without geometric modifications
4. Retrofits to an existing roadway lighting system

The design of a roadway lighting system

needs to take into consideration various factors including:

- Safety – the primary objective of roadway lighting is to enhance road user safety by providing road users with improved nighttime visibility of roadway conditions and potential hazards.

Light poles, transformers and cabinets present potential hazards to errant vehicles. Therefore, take careful consideration of installation locations. In addition, location is crucial for maintenance crews to be able to conduct activities in a safe, economical and effective manner.

Evaluate Clear zones. The clear zone is the preferred location for installing elements associated with the lighting system whenever it is possible. The width of the clear zone is dependent on the traffic speed, traffic volumes, road geometry, and alignment. For more information regarding clear zones, refer to the AASHTO Roadside Design Guide.

- Cost – A proposed design shall include Estimates for Capital costs, Operating costs and Life Cycle costs. Operating cost calculations should include maintenance and energy costs.
- Optimization of Lighting – In general, design a roadway section requiring lighting to use the least amount of lighting infrastructure possible to provide the recommended amount of light for roadway user safety. Evaluate photometric reports of various products and select luminaires with optics most suitable for a given application. Optimize the design and use the fewest number of luminaires and poles, reducing both

capital and life cycle costs.

The use of few poles also improves the roadway aesthetics, reduces visual clutter, and enhances safety by reducing the possibility of collisions with poles by errant vehicles.

- Aesthetics – Roadway aesthetics are most heavily influenced by the pole height and layout. In areas with high pedestrian volumes such as downtown and entertainment districts, the use of shorter poles, for a more pedestrian – scale appearance, is recommended.
- Environmental Consideration – some street locations pose special environmental concerns related directly to lighting. Designers should consider how to mitigate the negative effects of roadway lighting when designing for these special situations. This includes:
 1. Vehicle-wildlife conflict areas. Give consideration to light areas past the roadway edge. This will assist roadway users in identifying wildlife entering the roadway or adjacent areas and may aid road users in avoiding collisions with animals. The use of approved taller poles with a longer setback from the roadway will facilitate a wider lighted area.
 2. Obtrusive light impacts – Design the lighting system so it minimizes obtrusive light impacts particularly in urban areas and address dark sky compliance, light trespass, sky glow, and offsite glare.
- Site conditions – The lighting designer should work with the landscape designer to find the best locations for trees and bushes with respect to the luminaires.

In all cases, the lighting should take precedence over the installation and maintenance of trees and bushes.

- Collision data and investigations – The designer should use this information to improve lighting to recommended levels within areas that have a history of collisions involving vehicles and pedestrians.

7.2.2 LIGHTING DESIGN PROCESS

Visual Task. Designers should completely understand the visual task in a given setting. The designer often thinks only in terms of the driving task. Take into account seeing pedestrians, dropping off passengers, viewing elements within the streetscape, reading signs, and other driving tasks related to urban areas. Other users include pedestrians and bicyclists, which also require adequate lighting for their tasks.

Design Considerations:

1. Impact of headlights. Generally, roads designed for speeds of 30mph or less do not require additional illumination, vehicle headlights are sufficient.
2. “Because it is dark” is not a reason for installing street lighting. Carefully evaluate the reason and purpose the requirement for installing street lighting
3. Location Considerations:
 - Pole locations should be compatible with driveway entrances, property lines and windows of residential dwellings and be aware how pole location affects the adjacent properties not just the site.
 - Pole locations should be coordinated with physical obstructions such as trees, distribution transformers,

utility enclosures and other utility infrastructure. Avoid installing street lighting on El Paso Electric poles as much as possible.

- Installation of Street lighting fixtures on poles/structures not owned by the City of El Paso is not permitted. The only exceptions are poles owned by El Paso Electric, and only if there are no other options available for installing a fixture. The El Paso Electric Co. and Streets and Maintenance Department must approve this installation prior to design approval.
 - No portion of the street lighting system shall be installed on private property.
 - Always check clearance to overhead power lines.
 - Coordinate with The El Paso Electric Co. at the pre-design phase to determine service availability and location of power drops.
 - Additional lighting may be needed for streets near playgrounds, green spaces, or school zones.
4. Equipment considerations
 - Dark sky compliance now asks for fixtures with light spectrum Color Coordinated Temperature (CCT) of 3000K or less. Color rendering Index (CRI) of fixtures should be no less than 70%
 - In keeping with environmental concerns the up-light rating in B-U-G rating system shall be zero (0).
 - Decorative street lights are not considered street lighting. Decorative lighting is designed for improving

aesthetics and not roadway safety.

5. Safety and security - lighting may not ensure security, but the presence of lighting may provide a sense of security.
6. Other recommended considerations
 - All streets shall be illuminated as per their classification as determined by the proper warrants. See table below.
 - The B-U-G rating for a particular street's luminaires, shall not serve to compromise the design criteria as determined by the street design classification and pedestrian classification.
 - Environmental Lighting Zones shall have no influence in the selection of the proper street classification.
 - No off-road lighting shall be considered in determining a street classification, nor shall any off-road lighting contribution be used to achieve the minimum lighting requirements of a classification.
 - Street lighting design shall be restricted as much as possible to the roadway area. However, it may be desirable to extend the lighting to adjacent areas such as sidewalks.
 - Off-road lighting installations shall take into consideration any adjacent streets so as not to create any safety issues for drivers.
 - Metal street light poles placed within streets with a posted speed limit greater than 30mph require a breakaway device.
 - Luminaire and pole Location should

be such as not to obstruct sidewalks or to provide enough clearance for placement of a sidewalk where none exists.

7.2.3 PRE DESIGN

The designer is expected to evaluate and understand the roadway geometrics and utility locations both overhead and underground prior to beginning the design.

The design must be coordinated and integrated with all civil design elements.

The designer is expected to be familiar with the City of El Paso light ordinances and National Electric Code requirements.

The designer is expected to investigate the site conditions. This includes proper assessment of the condition of existing equipment. Google maps investigations are not proper site condition investigations.

Lighting systems near railroad tracks have specific track-clearance requirements which are covered at the end of this chapter. Coordination with the proper railroad authority may be necessary and any approvals by them secured during this phase of the design.

Coordination with El Paso Electric Company is required at this stage to determine power service requirements, location of power drops and if any transformers or equipment needs to be installed or ordered. In addition, any conflicts with distribution and transmission lines and clearance distances owned by The El Paso Electric Company are to be cleared by them.

Environmental issues of concern are offsite glare, light trespass, and sky glow. Also, be aware of community concerns.

Take into consideration maintenance and operations into the design. Materials used should be corrosion resistant and durable. It is critical that luminaires be safely accessible with minimal disruption to traffic. Consult with the Streets and Maintenance Department's Street Lights section during this phase.

Poles can be a potential hazard to errant motor vehicles. Clear zones and pole placement issues should be known and addressed.

Historical traffic data. Consult with the Streets and Maintenance Traffic section for historical information regarding hazardous locations and problematic locations with recorded collision statistics. Problematic areas should be identified and solutions discussed.

Historical Districts. Consult with the City of El Paso Historical district for any limitations or restrictions to the design of the lighting system.

7.3 STANDARDS

The classifications in Table 7.1, Table 7.2 and Table 7.3 shall be used for purposes of this chapter.

7.3.1 HIGHWAY LIGHTING VS. STREET LIGHTING

The intent of this chapter is to provide guidance in planning and designing street lighting. To assist with this a definition for both highway lighting and street lighting are given.

Highway lighting refers to lighting that is provided for freeways, expressways, limited access roadways, and roads on which pedestrians, cyclists, and parked vehicles are generally not present. The primary purpose

of highway lighting are to help the motorist remain on the highway and help with the detection of obstacles within and beyond the range of the vehicle's headlights.

Street lighting refers to lighting that is provided for major (arterial), collector, and local roads, where pedestrians and cyclists are generally present during hours of darkness. The primary purpose of street lighting are to help the motorist identify obstacles, provide adequate visibility of pedestrians and cyclists, and assist in visual search tasks, both on and adjacent to the street.

7.3.2 RESIDENTIAL STREET LIGHTING

Designers should always maintain the recommended light levels for residential streets as for any other roadway. General objectives that can be achieved in a residential street lighting installation include:

1. pedestrian and driver safety
2. crime reduction
3. comfortable use of residential neighborhood streets after dark
4. obtrusive light control
5. minimized power usage
6. community and neighborhood ambience

Location Consideration

1. Pole locations should be compatible with driveway entrances, property lines, and windows of residential dwellings.
2. Pole locations should be coordinated with physical obstructions such as trees, distribution transformers, utility enclosures and other utility infrastructure. Minimize the number

TABLE 7.1 - CLASSIFICATIONS AND DEFINITIONS FOR ILLUMINATION DESIGN (MAY DIFFER IN OTHER DOCUMENTS, ZONING CODES, BUILDING CODES, AND AGENCIES)

STREET CLASSIFICATION	DESCRIPTION
Major Street	Principal network for through-traffic flow. Connect areas of principal traffic generation and important rural roadways entering and leaving the city. Primary and secondary arterials and thoroughfares.
Collector Street	Road servicing traffic between major and local streets. Used mainly for traffic movements within residential, commercial and industrial areas. Used for truck or bus movements.
Local Street	Direct access to residential, commercial, industrial or other abutting property.
Alley	A narrow public way within a block, generally used for vehicular access to the rear of an abutting property.
Isolated Traffic Area	Where an increased potential exists for collisions between vehicle, between vehicles and pedestrians, and/or between vehicles and fixed objects. Examples include intersections, crosswalks, and merge areas.
Median	Portion of a divided roadway physically separating the traveled ways for traffic in opposite directions

TABLE 7.2 - PEDESTRIAN ACTIVITY CLASSIFICATIONS FOR LIGHTING DESIGN

PEDESTRIAN ACTIVITY AREAS	DESCRIPTION	DESIGN CONSIDERATION
High	Commercial areas with high nighttime pedestrian activity.	The use of both horizontal and vertical illuminances is recommended for design
Medium	Community facilities such as libraries and recreation centers.	Pedestrian safety and providing guidance to primary travel ways are key elements in the design.
Low	Direct access to residential, commercial, industrial or other abutting property.	Allow both driver and pedestrian to visually orient in the environment, detect obstacles, identify other pedestrians, read street signs and recognize landmarks.

TABLE 7.3 - PAVEMENT CLASSIFICATIONS FOR LIGHTING DESIGN

Pavements can be grouped into a limited number of standard road surfaces (Class) having specific reflectance (Q_0) characteristics. Calculations where pavement luminance or Small Target Visibility (STV) are used, reflectance values may be taken from Table

CLASS	Q_0	DESCRIPTION	MODE OF REFLECTANCE
R1	0.10	Portland cement concrete road surface Asphalt road surface with a minimum of 12% aggregate composed of artificial brightener (e.g. Synopal) aggregates. (E.g. labradorite, quartzite)	Mostly Diffuse
R2	0.07	Asphalt road surface with an aggregate composed of a minimum 60% gravel (size >1 cm) Asphalt road surface with with 10 to 15 percent artificial brightener in aggregate mix. (Atypical for North America)	Mixed (diffuse and specular)
R3	0.07	Asphalt road surface (regular and carpet seal) with dark aggregates (e.g. trap rock, blast furnace slag); rough texture after some months of use. (typical highway)	Slightly Specular
R4	0.08	Asphalt road surface with very smooth texture	Mostly Specular

- of poles to pole clutter and improve aesthetics.
3. Luminaire orientation on curves shall be oriented at 90 degrees perpendicular to the tangent of the curve. Street light poles placed on the outside of a curve and center medians have a greater tendency of being struck by a vehicle. Consider this as to the placement of the street light. From an errant vehicle perspective, it is preferred that the luminaire and pole be placed on the inside curve rather than the outside curve and on the parkway (left and right sides of the road) instead of the center medians.
 4. All luminaires for street lighting shall be full cut off and dark sky compliant. Up lighting rating (U) shall be zero (0).
 5. Keep light trespass to a maximum of 0.05fc at the property line in residential areas and 0.1fc in commercial districts whenever possible. This restriction however, should not compromise the minimum requirements for safely illuminating for a roadway.
 6. Fixtures with a B-U-G ratings of no more than 1-0-2 shall be used in residential street lighting.
 7. BUG ratings - Residential streetlights with design speed of 30mph or less and low pedestrian traffic. should have an Up Light (U) rating of 0 and a Glare (G) rating no greater than 2. The BUG rating however, shall not compromise the design criteria as determined by the street design classification and Pedestrian classification.
 8. Keep back lighting to a minimum to allow illumination of the sidewalk but close the 0.5 fc at the property line.
 9. Arterial lighting should meet the requirements of the street Design Classification and Pedestrian Classification.
 10. Environmental Lighting Zones shall have no influence in the selection of the proper Street Classification.
 11. Place streetlights perpendicular to the street. At intersections, the light shall illuminate as shown in Fig. 7.1. Place streetlights beginning of a cul-de-sac or heel.
 12. Place streetlights as close to between property lines as shown in Fig 7.1 below.
 13. For street lighting, the recommended

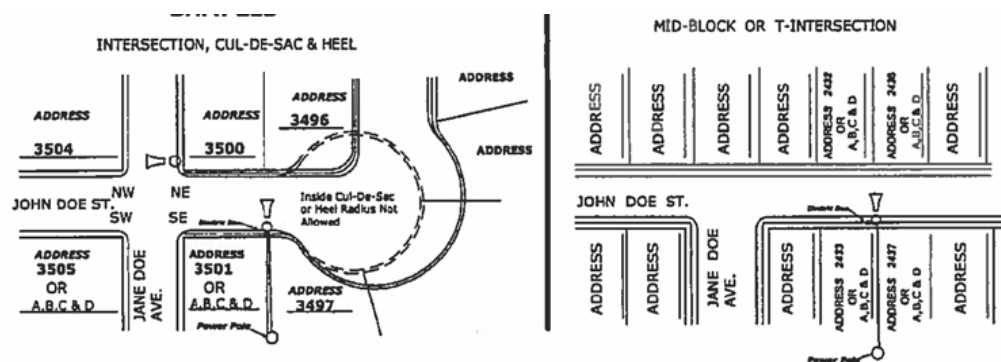


FIGURE 7.1 LIGHTING REQUIREMENTS FOR RESIDENTIAL STREET LIGHTING

TABLE 7.4 - ILLUMINATION REQUIREMENTS

Street Classification	Pedestrian Activity Classification*	Average Luminance L_{avg} (cd/m ²)	Average Uniformity Ratio L_{avg}/L_{min}	Maximum Uniformity Ratio L_{max}/L_{min}	Maximum Veiling Luminance Ratio $L_{v,max}/L_{avg}$
Major	High	1.2	3.0	5.0	0.3
	Medium	0.9	3.0	5.0	0.3
	Low	0.6	3.5	6.0	0.3
Collector	High	0.8	3.0	5.0	0.4
	Medium	0.6	3.5	6.0	0.4
	Low	0.4	4.0	8.0	0.4
Local	High	0.6	6.0	10.0	0.4
	Medium	0.5	6.0	10.0	0.4
	Low	0.3	6.0	10.0	0.4

Table Notes:

* Pedestrian Activity Classifications are defined in Section 11.3.3.

L_{avg} : Maintained average pavement luminance

L_{min} : Minimum pavement luminance

$L_{v,max}$: Maximum veiling luminance

method of calculation is luminance. For cul-de-sacs the recommended method of calculation is illuminance. For minimum luminance requirements use table 7-4

7.3.4 INTERSECTIONS, ROUNDABOUTS AND CROSSWALKS

The following definitions shall be used for purposes of this chapter:

1. Intersection – The general area where two or more roadways cross at the same level. Also called a grade intersection
2. Isolated intersection – a lighted area in which two or more non-continuously lighted roadways join or cross at the same level.
3. Crosswalk – any portion of a roadway at an intersection or elsewhere distinctly indicated as a pedestrian crossing by lines on the surface, which may be supplemented by contrasting pavement texture, style, or color.
4. Intersection Classifications: Each intersecting street or roadway may be classified as one for the following based on the average daily traffic (ADT):
 - i. Major (M) roadway: Over 3,500 vehicles ADT,

- ii. Collector (C) roadway: 1,500 to 3,500 vehicles ADT
- iii. Local (L) roadway: 100 to 1,500 vehicles ADT

Note: these street classifications apply only to Table 7.5 for determining intersection lighting levels.

5. Full Intersection Lighting – Used for continuous lighting situations. If an intersecting roadway is illuminated above the recommended value, then the intersection illuminance value should be proportionately increased. The corresponding uniformity ratio should meet the highest roadway classification.
6. Light poles should be positioned in advance of the crosswalk to improve visibility in the crosswalk by providing improved vertical illuminance and positive contrast.
7. Partial Intersection Lighting (Isolated Intersections) – a lighting system that is put in place to provide lighting at points of potential conflict. Not continuous lighting.
8. Delineation (beacon) lighting – Lighting that marks an intersection location for approaching traffic, lights vehicles on a cross street, or lights a median crossing.

TABLE 7.5 - ILLUMINANCE CRITERIA FOR FULL INTERSECTION LIGHTING (lux/fc)

Illuminance for Intersections				
Functional Classification	Pedestrian Activity Level Classification			E_{avg}/E_{min}
	High	Medium	Low	
Major/Major	34/3.2	26/2.4	18/1.7	3.0
Major/Collector	29/2.7	22/2.0	15/1.4	3.0
Major/Local	26/2.4	20/1.9	13/1.2	3.0
Collector/Collector	24/2.2	18/1.7	12/1.1	4.0
Collector/Local	21/2.0	16/1.5	10/0.9	4.0
Local/Local	18/1.7	14/1.3	8/0.7	6.0

TABLE 7.6 - ILLUMINANCE CRITERIA FOR PARTIAL (ISOLATED) INTERSECTION LIGHTING (lux/fc)

Road Classification	Pavement Classification			Uniformity Ratio E_{avg}/E_{min}
	R1 lux/fc	R2 & R3 lux/fc	R4 lux/fc	
Major	6/0.6	9/0.8	8/0.7	3.0
Collector	4/0.4	6/0.6	5/0.5	4.0
Local	3/0.3	4/0.4	4/0.4	6.0

Design Considerations

Design considerations are typical for all roadway-related lighting designs.

1. Safety – Consider the placement of poles, transformer, cabinets and establish clear zones as described in AASHTO documents. Evaluate possible glare situations.
2. Site Conditions – Investigate site conditions to establish the context in which the lighting design will be completed. Take into account land use, traffic and pedestrian activity levels, intersection and roadway geometry and classification and potential hazards.

Design Criteria

Establish the design criteria prior to starting the lighting design:

- Light levels and uniformity requirements
- Pavement classifications
- Full, partial, or delineation lighting
- Local policies and ordinances

Design Elements

Consider variable design elements such as pole placement, light source type, fixture height, arm length, offsets, wattage, light output and distribution. Luminaire wattage and mounting heights may need to vary from those on the approach roads to meet the required levels of illumination and uniformity ratios for the intersection.

Intersections

Lighting design parameters for grade intersections depend on whether continuous or non-continuous lighting exists. In areas with continuous lighting, design with full intersection lighting. For non-continuous lighting areas design as Partial intersection lighting (Isolated Intersections).

Tables 7.5 and 7.6 are the minimum recommended values for Full Intersection Lighting.

Figures 7.2 and 7.3 illustrate the conflict areas that should be illuminated. Use for both Full & Partial Intersection Lighting.

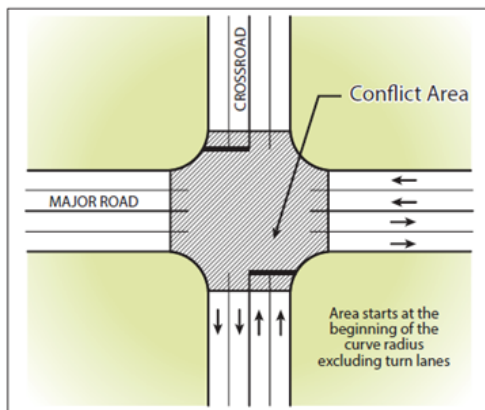


FIGURE 7.2 CONFLICT AREA, FOUR-WAY INTERSECTION

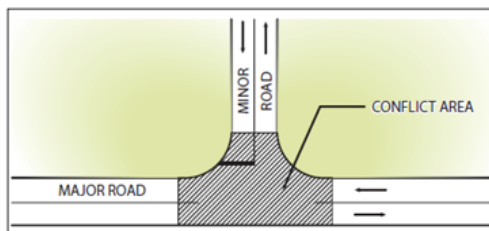


FIGURE 7.3 CONFLICT AREA, T-INTERSECTION

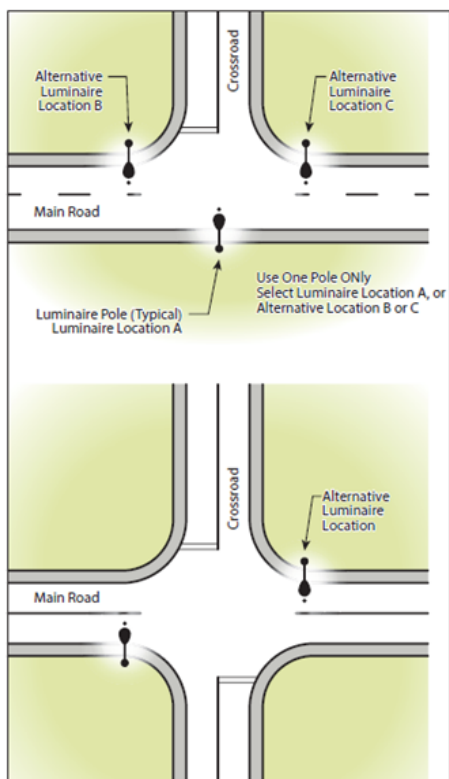


FIGURE 7.4 TYPICAL POLE LAYOUTS FOR DELINEATION LIGHTING

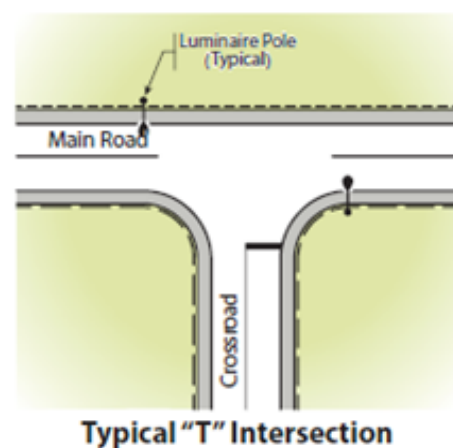
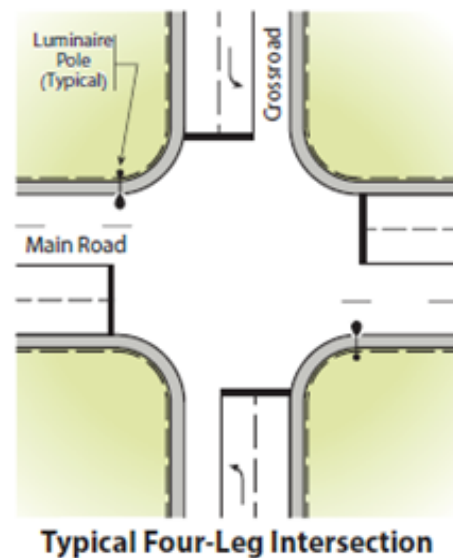
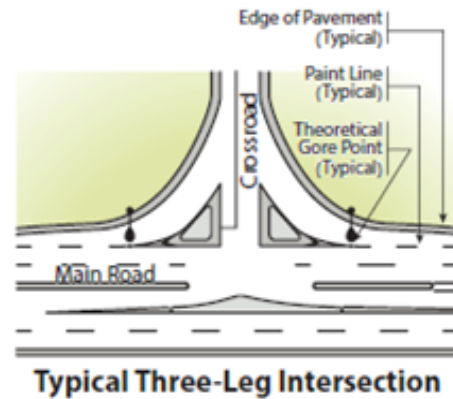


FIGURE 7.5 TYPICAL POLE PLACEMENT FOR PARTIAL INTERSECTION LIGHTING

Intersection Delineation (Beacon Lighting) shall consist of a single luminaire installed simply for marking the presence of an intersection. Low light output luminaires and low mounting heights should be used in order to reduce glare.

For roads with four or fewer lanes, it is recommended that a single HID luminaire source of 150W or less (LED equivalent) mounted on 30ft. height or lower.

For roads with more than four lanes, it is recommended a 250W or less HID luminaire source or LED equivalent) mounted on a 30 to 45 ft. pole. Luminaires should be oriented toward the road with the highest traffic volume.

Roundabouts

The lighting of roundabouts serves two primary purposes

1. It makes the roundabout visible from a distance, improving the roundabout's perception to approaching users.
2. It makes key conflict areas more visible, thus improving user' perception of the layout of the intersection and their

perception of one another as they use the roundabout.

The lighting should mark a break in the linear path of the approaching roads by emphasizing the circular aspect of the roundabout and thus improve the users understanding of its operation and their task ahead.

Light Recommendations for Roundabouts

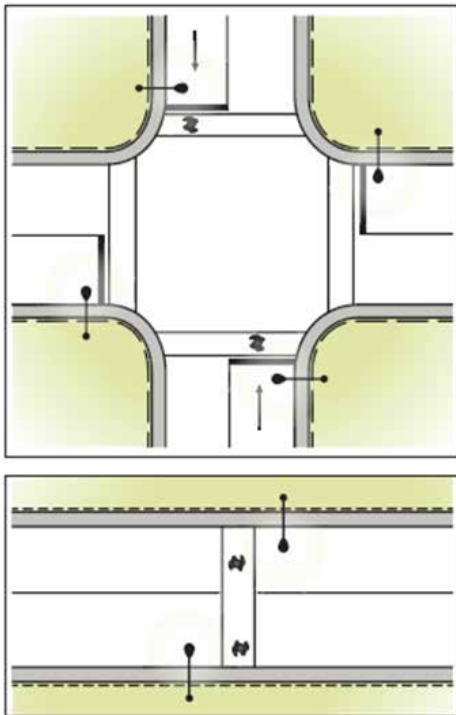
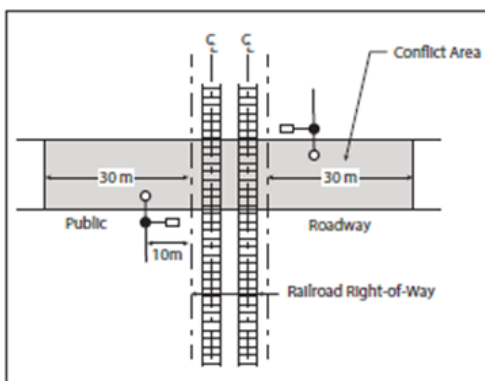
Use a combination of horizontal and vertical illuminance (when crosswalks are present) to determine proper lighting levels. Refer to Table 7.7 for minimum illumination requirements and uniformity ratios.

Crosswalks at Intersections

A minimum vertical illuminance level of 20 lx measured at 5 ft. from the road surface is recommended to allow drivers to detect pedestrians in midblock crosswalks at adequate stopping distances under rural conditions. Higher levels might be required if glare from opposing vehicles is a possibility or when the crosswalk is located in areas with high ambient light levels or at a lighted intersection. For areas with a medium

TABLE 7.7 - MINIMUM PAVEMENT ILLUMINANCE FOR ROUNDABOUTS BASED ON PEDESTRIAN ACTIVITY CLASSIFICATION.

Illuminance for Roundabouts (lux/ft)				
Functional Classification	Pedestrian Activity Classification			E_{avg}/E_{min}
	High	Medium	Low	
Major/Major	34/3.2	26/2.4	18/1.7	3:1
Major/Collector	29/2.7	22/2.0	15/1.4	3:1
Major/Local	26/2.4	20/1.9	13/1.2	3:1
Collector/Collector	24/2.2	18/1.7	12/1.1	4:1
Collector/Local	21/2.0	16/1.5	10/0.9	4:1
Local/Local	18/1.7	14/1.3	8/0.7	6:1

FIGURE 7.6 CROSSWALK POLE PLACEMENT**FIGURE 7.6 CROSSWALK POLE PLACEMENT**

pedestrian conflict, the minimum should be 30 lx. 40 lx for high pedestrian conflict locations.

Figure 7.6 shows the proper placement for lighting at crosswalks.

At-Grade Railway Crossings

Design Considerations

The intent of railroad grade crossing lighting is to light the conflict area of the crossing. The conflict area is defined as the complete road cross section, including the shoulders, to a distance of 30 meters in front of the crossing in both directions.

Design Issues

Coordinate all designs with the proper railroad authority at all stages of the design. The electric company should also be involved at this stage.

Consider clear zones and the use of breakaway systems at railroad crossings.

Lighting Recommendations

Maintain an average of at least 10 lux on the vertical plane of the train cars for each track, the plane of measurement to be located along the centerline of each track for each roadway approach. Use Luminaires with low intensity at high angles to minimize glare.

Lighting Calculations

Use Horizontal illuminance calculations for the approach road as for partial intersection lighting. Use vertical illuminance for the train cars with the light meter pointing in the direction of the approaching road user. Glare calculations are not required.

7.3.5 MINIMUM LIGHTING REQUIREMENTS

Streetlights shall be installed in accordance with the requirements of this chapter and the DSC by the developer:

- C. At all intersections as close to the corner as possible;
- D. At the beginning of turnarounds of cul-de-sac exceeding three hundred feet in length, unless located by the City Manager or designee at different intervals or at corners to provide better coverage. In no case, however, shall the number of lights provided by the developer exceed the number in subsection (6) below;
- E. Shall have no greater distance than three hundred feet between them within or abutting the subdivision, unless located by the City Manager or designee at different intervals or at corners to provide better coverage. In no case, however, shall the number of lights provided by the developer exceed the number in subsection (6) below;
- F. “Dark sky” compliant streetlights shall be installed in accordance with the DSC;
- G. Streetlights shall be placed at approximately equal intervals between intersections and shall be subject to the approval of the City Manager or designee;
- H. The number of streetlights that are the responsibility of the developer shall be calculated as the total linear footage between street intersections divided by the required spacing of three hundred feet for local and collector streets and as required by the illumination plan for arterial streets. Fractions of streetlights shall be rounded to the next whole number when the fractional amount is equal to or exceeds 0.50. Fractional amounts less than 0.50 shall not require

an additional streetlight.

7.4 EASEMENTS

Where required, electrical service easements for overhead or underground electrical services shall be provided as a part of the subdivision approval. The service connections and streetlight poles shall be installed by the subdivider.

7.5 EXCEPTIONS

Exceptions or reductions to the streetlight spacing requirements for local streets in residentially zoned exclusive single family neighborhoods may be authorized by the City Plan Commission at the request of the developer at the time of plat approval:

- A. Where streetlights are not present or have reduced coverage and have not historically complied;
- B. On local streets within an approved subdivision where all the lots have a minimum one-half acre lot area and the adjoining properties have reduced streetlighting;
- C. On mountain residential and divided mountain residential streets within an approved mountain development subdivision; or
- D. Streetlighting shall be provided at all intersections regardless of other exceptions or reductions that may be granted.

7.6 EXPENSES PRIOR TO ACCEPTANCE

The subdivider shall be responsible for the maintenance and associated cost of electrical energy of the streetlights until such lights are accepted by the city or the City of El Paso shall accept the streetlights for maintenance and

electrical energy costs at the time it accepts the streets and other public improvements within the subdivision for maintenance.

7.7 ILLUMINATION PLAN

An illumination plan for all streets within the subdivision, as part of the requirements of this chapter, shall be filed, together with the subdivision improvement plans, and based on approved standards of the American National Standards Institute and the Illuminating Engineering Society of North America, a copy of which is maintained by the city. The plan shall show the proposed location of the streetlights. The illumination plan shall be subject to the approval of the city engineer or other designee of the City Manager within the corporate limits, and of the county engineer within the extraterritorial jurisdiction.

At minimum, the street illumination plan shall include:

1. A plan-view drawing showing all proposed, existing and future road geometrics (curbs and gutters, sidewalks, crosswalks) and utilities. Overlay pole locations, conduit and wiring, and the service location on the plan. Include legend and notes specific to the design.
2. Pole elevation drawings, including pole and foundation details. If standard drawings are available, a reference to the standards may mitigate the need to detail these items.
3. Schematic and/or one-line diagram of service, lighting controls, and branch lighting circuits. If standard drawings are available, a reference to the standards may mitigate the need to detail these items.
4. Drawings signed and sealed by a

Professional Engineer licensed in the State of Texas.

5. Photometric drawings, although not part of a plan set, will be required for review during the design process. Show light levels as contours for easy of reading. Do not terminate the contours at the property lines. Include table(s) showing the recommended lighting values and the design values. (ex. Avg. fc and uniformity ratios).
6. Superimpose the Traffic plan on the street light plan. Show crosswalks, traffic intersections, midpoint crosswalks, signs etc. If there is landscaping involved, a separate landscape plan superimposed on the street light plan showing the size and shape of mature trees shall be included to determine any conflicts with illumination and street light fixtures.
7. Provide cost estimates for the project with the final drawings.

7.8 AS-BUILT ILLUMINATION PLAN

Prior to the acceptance of the streetlights for maintenance by the city or county, an amended illumination plan showing the final location of the streetlights installed by the subdivider shall be submitted to the city engineer or other designee of the City Manager or county engineer.

7.9 CUSTOM LIGHTING

- A. The subdivider may elect to provide custom lighting in lieu of the required standard streetlighting, subject to the approval of such lighting by the City Manager or designee. Custom lighting shall be furnished and installed to meet the approved standards of Title 18, the City's Building and Construction

Standards.

- B. Where custom lighting is approved within the street right-of-way, the city or county shall be liable for the costs of electrical energy of the custom lighting provided that the following conditions are met:
 - 1. A separate rate can be charged to the city by the electric utility for the custom lighting proposed; and
 - 2. The total rate charged to the city is equal to or less than the rate for electrical energy for standard streetlighting in the same configuration.
- C. If a subdivider elects to provide and install custom lighting, a public improvement district (or other such private entity) shall be created which will be perpetually liable for all costs associated with the maintenance of the lighting fixtures. Where the city is not liable for the costs of electrical energy from the custom lighting as provided in this subsection, the public improvement district shall also be liable for the electrical energy costs of the custom lighting.
- D. An agreement between the city and the public improvement district shall be required which makes adequate provision to indemnify and hold the city harmless from any claims which may arise from the custom lighting, whether within or outside of the public right-of-way. The agreement shall provide that the city may require that any or all of the installed custom lights be removed, at the public improvement district expense, when a finding is made by the city council or county commissioners' court based on a recommendation of the city engineer or other designee of the City Manager or county engineer that the custom lighting creates a nuisance or is unsafe. Upon such a finding, standard streetlighting pursuant to this chapter shall be required to be furnished and installed to replace the custom lighting.
- E. The city shall reserve the right to review and approve all such provisions of the agreement. The agreement shall accompany the subdivision improvement plan submission. Restrictive covenants which include the provisions for continuous lighting and perpetual maintenance of the custom streetlights shall be recorded by the subdivider concurrently with the subdivision.
- F. Where custom lighting is provided, the subdivider or public improvement district shall notify the electric utility before any work is commenced at any streetlight location.
- G. Custom streetlighting placed within the public right-of-way shall meet the lumen level required in the DSC and provide roadway coverage meeting or exceeding that provided by standard streetlighting. Lighting outside the right-of-way shall meet the lumen level and coverage requirements of the DSC.

8

Traffic Calming



Chapter 8

Traffic Calming & Vision Zero

8.1 TRAFFIC CALMING

Traffic calming should be considered in street design, especially in residential areas, near parks and other public facilities. Traffic calming standards are detailed in the DSC.

Traffic Calming must be considered by a developer where the roadway facility exceeds the street length standards and treatments from traffic calming devices described in the amended NTMP.

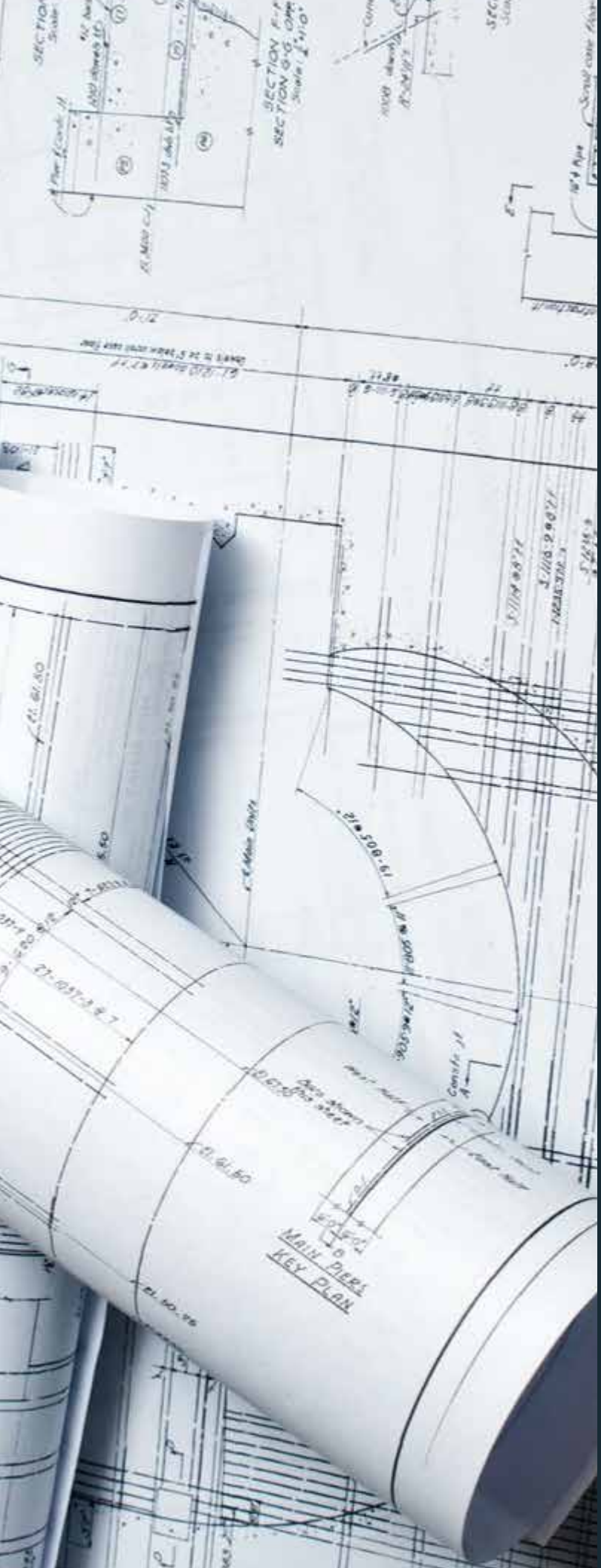
8.2 VISION ZERO (RESERVED)

Chapter reserved for future information.

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Design Standards for Construction

6



Chapter 9

Design Standards for Construction

9.1

Chapter reserved for future information.
Interim design standards that reflect the
requirements of this manual are provided in
appendix A.

Definitions

10



Chapter 10

Definitions

“Avenue (AV)” means a Thoroughfare of high vehicular capacity and low to moderate speed, acting as a short distance connector between urban centers, and usually equipped with a landscaped median.

“Bicycle Boulevard (BB)” means a street with low motorized traffic volumes and speeds, designated and designed to give bicycle travel priority. Bicycle Boulevards use signs, pavement markings, and speed and volume management measures to discourage through trips by motor vehicles and create safe, convenient bicycle crossings of busy arterial streets. (Source: NACTO)

“Bicycle lane (BL)” means a dedicated lane for cycling within a moderate-speed vehicular Thoroughfare, demarcated by striping.

“Bicycle route (BR)” means a Thoroughfare suitable for the shared use of bicycles and automobiles moving at low speeds.

“Bicycle trail (BT)” means a bicycle way running independently of a vehicular Thoroughfare.

“Boulevard (BV)” means a Thoroughfare designed for high vehicular capacity and moderate speed, traversing an urbanized area. Boulevards are usually equipped with slip roads buffering sidewalks and buildings.

“Buffered Bicycle Lane” means conventional bicycle lanes paired with a designated buffer space separating the bicycle lane from the adjacent motor vehicle travel lane and/or parking lane. (Source: NACTO)

“Curb” means the edge of the vehicular pavement that may be raised or flush to a swale. It usually incorporates the drainage system.

“Design speed” means the velocity at which a Thoroughfare tends to be driven without the constraints of signage or enforcement. There are four ranges of speed: very low: (below 20 MPH); low: (20 to 25 MPH); moderate: (25 to 35 MPH); high: (above thirty-five MPH). Lane width is determined by desired design speed.

“Drive” means a Thoroughfare along the boundary between an urbanized and a natural condition, usually along a waterfront, park or promontory. One side has the urban character of a Thoroughfare, with sidewalk and building, while the other has the qualities of a road or parkway, with naturalistic planting and rural details.

“Road (RD)” means a local, rural and suburban Thoroughfare of low-to-moderate vehicular speed and capacity. This type is allocated to the more rural Transect Zones (T1-T3).

“Effective turning radius” means the measurement of the inside turning radius taking parked cars into account.

“Highway” means a rural and suburban Thoroughfare of high vehicular speed and capacity. This type is allocated to the more rural Transect Zones (T-1, T-2, and T-3).

“One-Way protected cycle track” means bikeways that are at street level and use a variety of methods for physical protection from passing traffic.

“Passage (PS)” means a pedestrian connector, open or roofed, that passes between buildings to provide shortcuts through long blocks and connect rear parking areas to Frontages.

“Path (PT)” means a pedestrian way traversing a park or rural area, with landscape matching the contiguous Open Space, ideally connecting directly with the urban sidewalk network.

“Protected bicycle lane” (See “One-way protected cycle track”)

“Raised median” means a raised barrier in the center of the roadway separating opposing lanes of traffic, through which a crosswalk passes.

“Raised pedestrian refuge island” (See “Raised median”)

“Rear alley (RA)” means a vehicular way located to the rear of lots providing access to service areas, parking, and outbuildings and containing utility easements.

“Rear lane (RL)” means a vehicular way located to the rear of lots providing access to service areas, parking, and outbuildings and containing utility easements.

“Shared use path” means a minimum 10-foot wide, two-way shared bicycle and pedestrian facility separated from the main traveled way

“Sidepath” (See “Shared use path”)

“Slip road” means an outer vehicular lane or lanes of a Thoroughfare, designed for slow speeds while inner lanes carry higher speed traffic, and separated from them by a planted median.

Street (ST): a local urban Thoroughfare of low speed and capacity.

“Special district (SD)” means an area that, by its intrinsic function, disposition, or configuration, cannot or should not conform to one or more of the normative community types or Transect Zones specified by the SmartCode.

Thoroughfare at an intersection, measured at the inside edge of the vehicular tracking. The smaller the turning radius, the smaller the pedestrian crossing distance and the more slowly the vehicle is forced to make the turn.

“Turning radius” means the curved edge of a Thoroughfare at an intersection, measured at the inside edge of the vehicular tracking. The smaller the turning radius, the smaller the pedestrian crossing distance and the more slowly the vehicle is forced to make the turn.

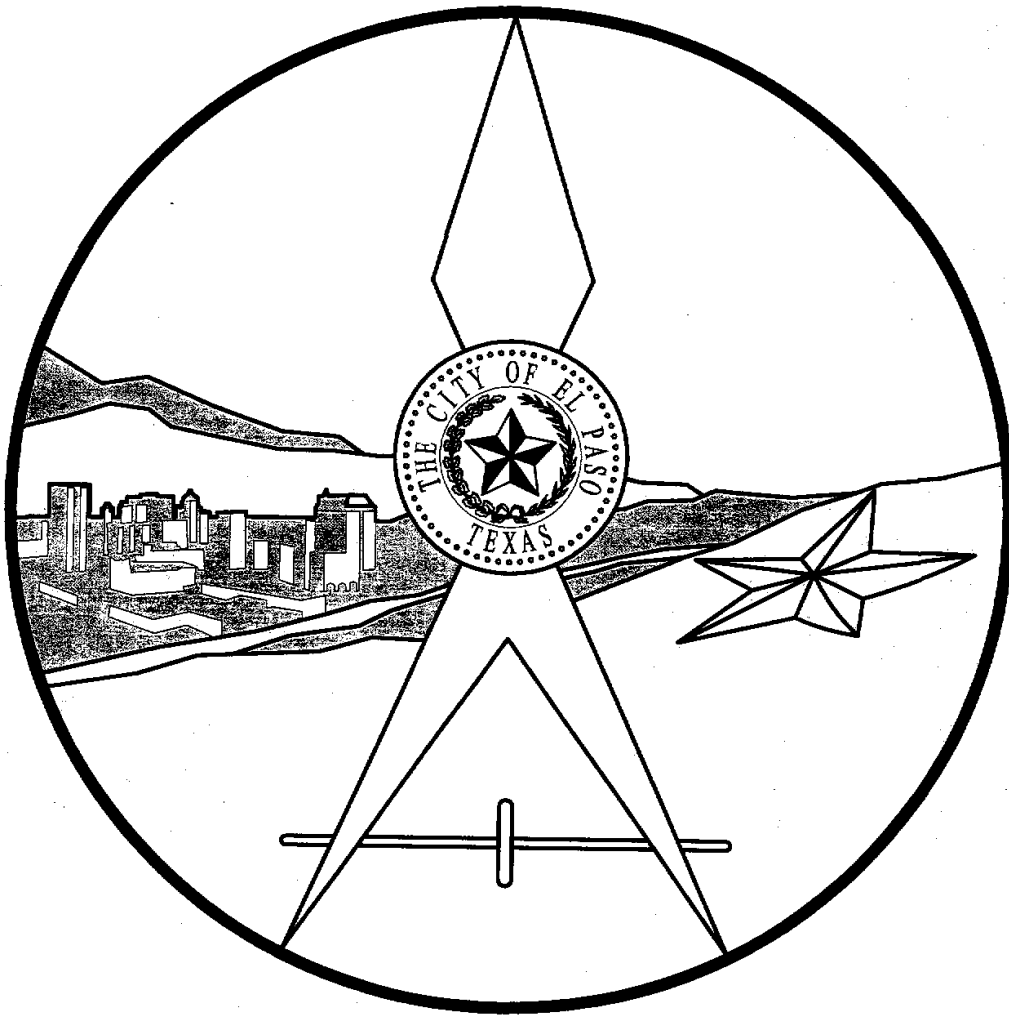
“Yield street” means characterizing a Thoroughfare that has two-way traffic but only one effective travel lane because of parted cars, necessitating slow movement and driver negotiation.

A

Appendix A - Interim DSC

Appendix A

Interim Design Standards for Construction



TITLE 19 - SUBDIVISION ORDINANCE

DESIGN STANDARDS FOR CONSTRUCTION

JUNE 3, 2008

DESIGN STANDARDS FOR CONSTRUCTION

SECTION 1	SUBDIVISION IMPROVEMENT PLAN PREPARATION GUIDELINES
SECTION 2	DRAINAGE AND DRAINAGE STRUCTURES
SECTION 3	STREETS
SECTION 4	FENCING
SECTION 5	EARTH RETENTION AND EROSION CONTROL
SECTION 6	SIDEWALKS, DRIVEWAYS AND CURB RAMPS
SECTION 7	SIGNAGE AND SIGNALIZATION
SECTION 8	STREET LIGHTING
SECTION 9	TYPICAL LOT LAYOUT
SECTION 10	TRAFFIC CALMING STANDARDS
APPENDIX	APPLICATION FORMS AND CHECKLISTS

SECTION 1

SECTION 1

SUBDIVISION IMPROVEMENT PLAN
PREPARATION GUIDELINES

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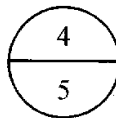
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

SECTION 1
TABLE OF
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Approved By <u>R. A. SHUBERT</u>	Checked By <u>H. M. E.</u>
Date <u>JUNE 03, 2008</u>	Drawn By <u>QEC / J. R.</u>

PLAN STANDARDS

- A. LETTERS AND NUMBERS SHALL BE VERTICAL OR SLANTED CAPITAL. THE MINIMUM SIZE SHALL BE 1/16-INCH - GUIDELINES ARE REQUIRED FOR FREEHAND.
- B. REFERENCE CROSS-SECTION SYMBOLS SHALL BE AS SHOWN



1. TOP NUMBER: SECTIONAL DETAIL NUMBER
2. BOTTOM NUMBER: SHEET DETAIL NUMBER

[BACK TO TITLE INDEX PAGE](#)



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

PLAN
STANDARDS
I-1

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC / J. R.

TITLE SHEET

- A. LOCATION PLANS - SCALE ONE (1) INCH = SIX HUNDRED (600) FEET
- B. TITLE SHALL COMPLY WITH THE CITY'S ENGINEERING DEPARTMENT'S STANDARD TITLE SHEET
- C. VICINITY MAP - N. T. S.
- D. INDEX OF DRAWINGS
 - 1. TITLE SHEET
 - 2. FINAL APPROVED PLAT FOR REFERENCE ONLY (IF APPLICABLE)
 - 3. GRADING PLAN
 - 4. DRAINAGE PLAN
 - 5. STREET PLAN & PROFILES
 - 6. CROSS-SECTIONS
 - 7. DETAILS
 - 8. ILLUMINATION PLAN; INCLUDING STREET SIGNAGE & NDCBU LOCATIONS
 - 9. LANDSCAPE & IRRIGATION PLAN
 - 10. STORMWATER POLLUTION PREVENTION PLANS AND ASSOCIATED SPECIFICATIONS
- E. DESIGN FIRM NAME

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TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

TITLE
SHEET
1-2

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By OEC / J. R.

GRADING PLAN

- A. NORTH ARROW UP OR LEFT TO RIGHT, A SCALE OF ONE (1) INCH = ONE HUNDRED (100) FEET
- B. GRADING PLAN SHALL BE REFERENCED TO THE PRELIMINARY PLAT VERTICAL CONTROL. VERTICAL CONTROL TO NORTH AMERICAN VERTICAL DATUM (NAVD) 1988.
- C. BOUNDARIES OF SUBDIVISION OR SITE
- D. CONTOUR LINES OF THE PROPOSED SUBDIVISION, AND TWO HUNDRED (200) FEET OUTSIDE AND ABUTTING THE SUBDIVISION UNLESS THE AREA IS MODIFIED BY THE CITY ENGINEER, HAVING THE FOLLOWING INTERVALS:
 - 1. ONE FOOT (1') CONTOUR INTERVALS FOR GROUND SLOPES BETWEEN LEVEL AND THREE (3) PERCENT;
 - 2. TWO FOOT (2') CONTOUR INTERVALS FOR GROUND SLOPES MORE THAN THREE (3) PERCENT AND UP TO AND INCLUSIVE OF ELEVEN (11) PERCENT;
 - 3. FIVE FOOT (5') CONTOUR INTERVALS FOR GROUND SLOPES OVER ELEVEN (11) PERCENT;
 - 4. DASHED LINES FOR EXISTING CONTOUR LINES;
 - 5. SOLID (BOLD) LINES FOR PROPOSED CONTOUR LINES; AND
 - 6. INDEX CONTOURS AT FIVE (5) FEET INTERVALS.
- E. LOCATE ALL EXISTING STRUCTURES WITHIN AND ONE HUNDRED (100) FEET OUTSIDE OF THE SUBDIVISION UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
- F. TYPICAL GRADING PLAN FOR LOT SHALL SHOW DIRECTION OF RUNOFF OR ON-SITE PONDING.
- G. FINISHED FLOOR AND FINISHED GROUND ELEVATION FOR ALL LOTS.

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TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

GRADING PLAN

1-3A

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC / I. R.

- H. TOP OF CURB, HEADER CURB AND DRIVEWAY ELEVATIONS.
- I. SLOPE STABILIZATION PLAN, WHERE REQUIRED BY CITY ENGINEER.
- J. EROSION CONTROL PLAN
- K. CONCENTRATED STORM RUNOFF OVER UNPROTECTED AREAS, INCLUDING SLOPES SHALL NOT BE PERMITTED
- L. CROSS SECTIONS AS REQUESTED BY CITY ENGINEER
- M. REQUIRED RETAINING WALLS (LOCATION ONLY, UNLESS TO BE BUILT BY SUBDIVIDER)
 - DESIGN OF RETAINING WALLS FOUR (4) FEET OR HIGHER SHALL BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER
- N. PLANS SHALL SHOW FLOOD ZONE AREAS AS PER CURRENT FLOOD INSURANCE RATE MAPS (FIRM) OR LETTER OF MAP REVISION (IF APPLICABLE), REFERENCE PANEL NUMBER AND DATE
- O. FINISHED FLOOR ELEVATIONS SHALL COMPLY WITH DRIVEWAY ORDINANCE AND/OR FEMA REGULATIONS.

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TITLE 19 - SUBDIVISION ORDINANCE
 ENGINEERING DEPARTMENT
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 FOR CONSTRUCTION

GRADING PLAN

1-3B

Approved By <u>R. A. SHUBERT</u>	Checked By <u>H. M. E.</u>
Date <u>JUNE 03, 2008</u>	Drawn By <u>QEC / J. R.</u>

DRAINAGE PLAN

(REFER TO DRAINAGE DESIGN MANUAL FOR DRAINAGE
CRITERIA, DESIGN METHODS AND METHODOLOGIES)

- A. SCALE ONE (1) INCH = ONE HUNDRED (100) FEET - NORTH ARROW
- B. DRAINAGE PLANS SHALL CONFORM TO THE APPROVED MASTER DRAINAGE PLAN, IF APPLICABLE
- C. SHOW BOUNDARIES OF SUBDIVISION AND CONTRIBUTING DRAINAGE AREAS
- D. IDENTIFY LIMITS OF CONTRIBUTING WATERSHED AREAS WITHIN SUBDIVISION AND OUTSIDE THE SUBDIVISION
- E. CALCULATION TABLE TO INCLUDE TIMES OF CONCENTRATION (T_c), INTENSITIES (I), COEFFICIENT VALUES (C) AND EXPECTED RUNOFFS OF ALL WATERSHED AREAS - EXPECTED RUNOFF QUANTITIES, CARRYING CAPACITIES, AND RUNOFF VELOCITIES FOR DRAINAGE STRUCTURES SHALL BE SHOWN ON PLANS FOR 25, 50 AND 100 YEAR EVENTS.
- F. SHOW LOCATION AND SIZES OF ALL PROPOSED AND EXISTING DROP INLETS, PIPES, CULVERTS, CHANNELS, BASINS, AND OTHER DRAINAGE STRUCTURES
- G. SHOW EXISTING AND PROPOSED DRAINAGE FLOW PATTERNS
- H. SHOW HIGH AND LOW POINTS OF STREET WITH FLOW PATTERNS

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TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

DRAINAGE PLAN

1-4A

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC/J.R.

DRAINAGE PLAN (continued)

- I. STORAGE FACILITIES (DAMS, PONDS, ETC.) INDICATING:
1. MAXIMUM CAPACITY
 2. EXPECTED RUNOFF
 3. BOTTOM ELEVATION
 4. HIGH WATER SURFACE
 5. FREE BOARD
 6. SPILLWAY AND OUTLET STRUCTURE
 - (A) MAXIMUM CAPACITY
 - (B) DESIGN OUTFLOWS
 7. SEDIMENT AND EMERGENCY VOLUMES
 8. APPROVAL FROM TEXAS WATER BOARD AND U.S. ARMY CORPS OF ENGINEERS FOR DAMS, WHEN APPLICABLE
 9. SOIL TESTS TO DETERMINE SPECIAL STABILIZED SLOPES
 10. PERCOLATION RATE TESTS TO BE PERFORMED AT PROPOSED POND INVERT (RETENTION BASINS ONLY). TO BE PERFORMED WHEN THE WATER TABLE (ELEVATION) IS AT ITS HIGHEST.
 11. EXISTING WATER TABLE ELEVATION DURING OFF-PEAK PERIOD AND HIGH WATER TABLE ELEVATION, IF APPLICABLE.

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TITLE 19 - SUBDIVISION ORDINANCE
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DRAINAGE PLAN

1-4B

Approved By <u>R. A. SHUBERT</u>	Checked By <u>H. M. E.</u>
Date <u>JUNE 03, 2008</u>	Drawn By <u>OEC/J. R.</u>

DRAINAGE PLAN (continued)

- J. ON LOTS WITH ON-SITE PONDING THE FOLLOWING INFORMATION SHALL BE SUBMITTED
1. PRELIMINARY SOILS TEST, FINAL PERCOLATION RATE TEST, SOILS TESTS, AND WATER TABLE ELEVATION INFORMATION TO BE SUBMITTED PRIOR TO STREET ACCEPTANCE AND/OR BUILDING PERMITS. PERCOLATION TESTS TO BE PERFORMED AT THE INVERT WHERE STORMWATER WILL BE RETAINED AND WHEN THE WATER TABLE IS AT ITS HIGHEST.
 2. TYPICAL LOT CROSS SECTION DETAIL SHOWING ON-SITE PONDING STORAGE CAPACITY
 3. PERMANENT ELEVATION MARKER DETAIL (REFER TO PLATE 2-7)
 4. DRAINAGE COMPUTATIONS BASED ON 100-YEAR STORM
 5. MINIMUM OF 2.0% CROSS SLOPE ON STREET
 6. LOTS AND/OR MEDIANS SHALL ALSO ACCOMMODATE ALL STREET RUNOFF
 7. FIFTY (50) PERCENT OF THE RESIDENTIAL LOT AREA SHALL REMAIN WITHOUT STRUCTURES OR OTHER IMPERMEABLE SURFACES
 8. ADDITIONAL EMERGENCY AND SILT/DEBRIS CAPACITY NOT REQUIRED FOR RESIDENTIAL ON-SITE PONDING LOTS
- K. STREET DESIGN REQUIREMENTS
1. GENERAL STANDARDS
 - (A) MAXIMUM STANDARD CURB HEIGHT - 6 INCHES UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER
 - (B) CROWN ON STREET TO BE FROM ZERO (0) TO THREE (3) PERCENT SLOPE

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TITLE 19 - SUBDIVISION ORDINANCE
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DESIGN STANDARDS
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DRAINAGE PLAN

1-4C

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DRAINAGE PLAN (continued)

- (C) INVERT STREET CROSS SECTION ALLOWED WITH APPROVAL BY CITY ENGINEER
- (D) NO PONDING (UNDRAINED LOW POINTS) TO BE ALLOWED ON STREETS TO PREVENT PAVEMENT DETERIORATION
- 2. STANDARDS FOR 25-YEAR STORM
 - (A) MAXIMUM FLOW DEPTH IN ANY STREET: FIVE (5) INCHES OR CURB HEIGHT, WHICHEVER IS LESS
 - (B) MINOR ARTERIALS; ONE HALF (1/2) OF ONE (1) LANE WIDTH TO REMAIN FREE OF WATER IN EACH DIRECTION
 - (C) MAJOR ARTERIALS AND SUPER ARTERIALS; ONE (1) FULL LANE WIDTH ON EACH SIDE OF RAISED MEDIAN TO REMAIN FREE OF WATER
 - (D) AT ROAD BENDS AND INTERSECTIONS, MAXIMUM FLOW DEPTH IN STREETS TO BE FIVE (5) INCHES
 - (E) PRODUCT NUMBER (DEPTH X AVERAGE VELOCITY) TO BE A MAXIMUM OF 6.5 FT²/S UNLESS APPROVED BY THE CITY ENGINEER
 - (F) ANY HYDRAULIC JUMPS (EG. SAG VERTICAL CURVES OR CHANGES IN SLOPE) TO BE CONTAINED WITHIN CURB HEIGHTS WITH APPROPRIATE FREE BOARD

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TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
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FOR CONSTRUCTION

DRAINAGE PLAN

1-4D

Approved By <u>R. A. SHUBERT</u>	Checked By <u>H. M. E.</u>
Date <u>JUNE 03, 2008</u>	Drawn By <u>QEC / J. R.</u>

DRAINAGE PLAN

(continued)

(G) THE HYDRAULIC GRADE LINE FOR THE DRAINAGE STRUCTURE(S) DISCHARGING INTO A 100-YEAR RETENTION OR DETENTION BASIN SHALL BE BASED ON THE 100-YEAR WATER SURFACE ELEVATION (WSEL) WHICH EXCLUDES THE SILT/DEBRIS AND 25% EMERGENCY CAPACITY VOLUMES AND:

(i.) THE 25-YEAR WSEL SHALL NOT EXCEED THE TOP OF CURB ELEVATION

(ii.) IF THE 100-YEAR WSEL EXCEEDS THE TOP OF CURB ELEVATION, THE ENGINEER SHALL ALSO CONSIDER THE EFFECT ON MANHOLES.

3. STANDARDS FOR 100-YEAR STORM

(A) PRODUCT NUMBER (DEPTH X AVERAGE VELOCITY) TO BE A MAXIMUM OF 8 FT²/S UNLESS APPROVED BY THE CITY ENGINEER

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DRAINAGE PLAN

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DRAINAGE COMPUTATION TABLES

DETENTION OR RETENTION BASINS							
BASIN NO.	REQUIRED CAPACITY (AC.FT)	AVAILABLE CAPACITY (AC.FT)	PEAK INFLOW (CFS)	OUTLET TOWER FLOW (CFS)	HIGH WATER SURFACE ELEVATION (FT)	BOTTOM ELEVATION	FREE BOARD (FT)

WATERSHED AREAS					
DRAINAGE AREA NO.	DRAINAGE AREA (AC)	DESIGN STORM INTENSITY	TIME OF CONCENTRATION	RUNOFF COEFF. (C)	Q (CFS)

DROP INLETS			
DROP INLET NO	REQ. FLOW CAPACITY Q REQ (CFS)	AVAIL. FLOW CAPACITY Q AVAIL.(CFS)	FLOW BYPASS

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TITLE 19 - SUBDIVISION ORDINANCE
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STREET PLAN AND PROFILE

A. PLAN

1. STREET NAMES
2. VERTICAL CONTROL TO NORTH AMERICAN VERTICAL DATUM (NAVD) 1988 AND SHOWN ON EVERY SHEET
3. SCALE ONE (1) INCH = THIRTY (30) FEET MAXIMUM HORIZONTAL VERTICAL SCALE OF ONE (1) INCH = FIVE (5) FEET FOR SLOPES OF ZERO (0) PERCENT TO THREE (3) PERCENT AND ONE (1) INCH = TEN (10) FEET FOR SLOPES GREATER THAN THREE (3) PERCENT
4. EXISTING STRUCTURES AND TOPOGRAPHIC FEATURES
5. SURVEY CONTROL LINE
6. RIGHT-OF-WAY LINES, CURB LINES AND CENTERLINES
7. RIGHT-OF-WAY AND ROADWAY WIDTHS
8. CURB RETURN DATA
9. CENTERLINES AND CURB DATA
10. STATIONING ALONG CENTERLINE
11. STATION AT SPECIAL POINTS (PC, PT, PRC, CB, RET, CL INTERSECTIONS, LC, ETC.)
12. TOP OF CURB ELEVATION AT SPECIAL POINTS (PC, PT, PRC, CB, RET)
13. PROPOSED AND EXISTING DRAINAGE STRUCTURES
14. DIRECTION OF FLOW AND HIGH AND LOW POINTS
15. FIFTY (50) FOOT (MINIMUM) TRANSITIONS FROM CROWN - FLAT - INVERT
16. LIMITS OF CONSTRUCTION
17. LOCATION OF GUARDRAIL AND DEAD END SIGNS
18. MATCH STATIONS FOR FOLLOWING PAGE
19. SHOW ALL EXISTING STRUCTURES AND IMPROVEMENTS ONE HUNDRED (100) FEET PAST THE LIMITS OF CONSTRUCTION UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER
20. SIDEWALK LOCATIONS



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ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

STREET
PLAN & PROFILE

1-6A

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC / J. R.

STREET PLAN AND PROFILE

(continued)

B. PROFILE

1. EXISTING AND PROPOSED PROFILES AT CURB LINES
2. PROPOSED PERCENT GRADE FOR ALL PROFILES
3. MINIMUM OF FIVE TENTHS (0.5) PERCENT GRADE AND A MAXIMUM OF ELEVEN (11) PERCENT GRADE; EXCEPT THAT UP TO FIFTEEN (15) PERCENT GRADE IN THE MOUNTAIN DEVELOPMENT AREA MAY BE PERMITTED WITH APPROVAL OF FIRE DEPARTMENT AND CITY ENGINEER
4. VERTICAL CURVE INFORMATION. THE ENTIRE LENGTH OF VERTICAL CURVE SHALL BE SHOWN ON SAME SHEET
5. EXISTING AND PROPOSED ELEVATIONS AT EVERY FIFTY (50) FEET AND SPECIAL STATIONS
6. STREET PROFILE SHALL EXTEND ONE HUNDRED (100) FEET BEYOND LIMITS OF CONSTRUCTION UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER
7. EXISTING AND PROPOSED DRAINAGE STRUCTURES AS THEY RELATE TO PROFILES
8. PROPOSED STREET PROFILE SHALL MATCH EXISTING STREET PROFILE FOR A SMOOTH TRANSITION
9. OPPOSITE CURB ELEVATIONS SHALL MATCH AT EACH STATION, EXCEPT IN A SUPERELEVATED ROADWAY OR AS APPROVED BY CITY ENGINEER
10. STREET CROWN SHALL NOT EXCEED THREE (3) PERCENT

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STREET
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1-6B

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 Date JUNE 03, 2008

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 Drawn By QEC / J. R.

STORM SEWER PLAN AND PROFILE

A. STORM SEWER PLAN

1. PROPOSED RIGHT-OF-WAY LINE AND WIDTHS
2. LIMITS OF CONSTRUCTION AND MATCH-LINE STATIONING
3. NORTH ARROW AND SCALE
4. NAME OF STREET
5. SURVEY CONTROL LINE
6. STORM SEWER ALIGNMENT TIED TO SURVEY CONTROL LINE
7. BEARINGS (DIRECTION AND HORIZONTAL CURVE DATA)
8. STATIONING
9. SIZE, TYPE, AND CLASSIFICATION OF PIPE
10. MANHOLES - JUNCTION BOXES (CAST-IN-PLACE OR PRE-CAST)
 - (A) STATIONING AND A MAXIMUM OF FIVE HUNDRED (500) FEET ON CENTER - MANHOLE REQUIRED AT CHANGE OF DIRECTION
 - (B) TOP OF COVER ELEVATION
 - (C) INVERT ELEVATION
 - (D) TYPE, SIZE, AND NUMBER OF MANHOLE

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TITLE 19 - SUBDIVISION ORDINANCE
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FOR CONSTRUCTION

STORM SEWER
PLAN & PROFILE

1-7A

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STORM SEWER PLAN AND PROFILE (continued)

11. DROP INLETS
 - (A) STATIONING
 - (B) TOP OF GRATE AND TOP OF CURB/NOSE AT GRATE ELEVATION
 - (C) INVERT ELEVATION
 - (D) TYPE, NUMBER OF GRATES, AND DROP INLET NUMBER (TWO (2) GRATE MINIMUM)
 - (E) STORMWATER DISCHARGE - EXPECTED AND CAPACITY
 12. DROP INLET PIPE (LATERALS)
 - (A) SIZE AND TYPE OF PIPE
 - (B) TYPE OF CONNECTOR
 - (C) STORMWATER DISCHARGE - EXPECTED, CAPACITY, AND VELOCITY(IES)
 13. SHOW EXISTING DRAINAGE STRUCTURES IN DASHED LINE AND INDICATE SIZE AND TYPE OF STRUCTURE
- B. STORM SEWER PROFILE**
1. STATIONING ALONG CENTERLINE OF STREET AT EVERY 100 FEET
 2. TYPE AND SIZE OF EXISTING DRAINAGE STRUCTURES
 3. EXISTING GROUND PROFILE AND PROPOSED TOP OF PAVEMENT
 4. PROPOSED STORM SEWER PROFILE WITH PERCENT SLOPE
 5. TYPE AND SIZE OF PIPE
 6. HYDRAULIC GRADIENT LINE PROFILE WITH ELEVATION SHOWN AT EVERY MANHOLE AND/OR DROP INLETS

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FOR CONSTRUCTION

STORM SEWER
PLAN & PROFILE

1-7B

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STORM SEWER PLAN AND PROFILE (continued)

7. MANHOLE
 - (A) SIZE, TYPE, AND MANHOLE NUMBER
 - (B) TOP INVERT ELEVATION
 - (C) CENTERLINE STATIONING
 - (D) INVERT OF CONNECTOR LATERAL - SIZE AND TYPE OF PIPE
8. DROP INLETS
 - (A) TYPE, NUMBER OF GRATES AND DROP INLET NUMBER (TWO (2) GRATE MINIMUM)
 - (B) TOP OF GRATE AND INVERT ELEVATIONS
 - (C) CENTERLINE STATIONING
 - (D) STORMWATER DISCHARGE - EXPECTED AND CAPACITY
9. CONNECTOR PIPES (INLETS LATERALS)
 - (A) TYPE AND SIZE OF PIPE
 - (B) INVERT AT MAIN STORM SEWER
 - (C) CENTERLINE STATIONING
 - (D) STORMWATER DISCHARGE - EXPECTED, CAPACITY, AND VELOCITY(IES)

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STORM SEWER
PLAN & PROFILE

1-7C

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STORM SEWER PLAN AND PROFILE

(continued)

10. EXISTING SANITARY SEWER

(A) SANITARY SEWER LINE

- (i.) PROFILE OF SANITARY SEWER
- (ii.) TOP MANHOLE AND INVERT ELEVATIONS
- (iii.) TYPE AND SIZE OF PIPE
- (iv.) PERCENT GRADE
- (v.) DETAIL INFORMATION OF SANITARY SEWER CONFLICTS

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TITLE 19 - SUBDIVISION ORDINANCE
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 FOR CONSTRUCTION**

STORM SEWER
 PLAN & PROFILE

1-7D

Approved By R. A. SHUBERT
 Date JUNE 03, 2008

Checked By H. M. E.
 Drawn By QEC / I. R.

DETAIL SHEET

WHERE APPLICABLE, THE FOLLOWING SHALL BE PROVIDED:

- A. DROP INLET(S)
- B. MANHOLE(S) AND JUNCTION BOX(ES)
- C. SURVEY MONUMENTS
- D. STORM SEWER TRENCH CROSS-SECTION
- E. PIPE CONCRETE COLLAR(S)
- F. ROCKWALL FENCING
- G. GUARD RAIL(S), BARRICADE(S), AND SIGNAGE
- H. BOX CULVERTS
- I. RETAINING WALL(S) (LOCATION ONLY, UNLESS TO BE BUILT BY SUBDIVIDER)
- J. FOOTING(S)
- K. CHANNEL CONCRETE LINING(S) - CROSS SECTIONS
- L. SPILLWAYS
- M. SEWER PIPE(S) - THRUST BLOCK(S)
- N. SEEPAGE LINE(S) DETAILS
- O. STORM SEWER OUTLET STRUCTURE(S)
- P. BASIN(S) PLAN AND CROSS SECTIONS
- Q. CONFLICTS WITH EXISTING IRRIGATION FACILITIES OR UTILITIES

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DETAIL SHEET

1-8

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CONSTRUCTION PHASING PLAN

WHERE APPLICABLE:

- A. SHOW ENTIRE LIMITS OF PROJECT
- B. INDICATE LIMITS OF INDIVIDUAL CONSTRUCTION PHASE BY STATIONS
- C. TEMPORARY DRAINAGE PHASING PLAN

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CONSTRUCTION
PHASING PLAN

1-9

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SECTION 2

SECTION 2

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DRAINAGE AND DRAINAGE STRUCTURES

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Approved By R. A. SHUBERT
 Date JUNE 03, 2008

Checked By H. M. E.
 Drawn By QEC / J. R.

RETENTION BASIN DESIGN

DEFINITION: A MANMADE OR NATURAL RESERVOIR, EITHER PUBLIC OR PRIVATE, DESIGNED TO COMPLETELY RETAIN A SPECIFIED AMOUNT OF STORM WATER RUNOFF WITHOUT GRAVITY RELEASE.

DESIGN CRITERIA: THE DESIGN STORM FOR RETENTION BASINS IS 4" OF RAINFALL IN THREE HOURS OVER AN AREA OF 200 ACRES OR LESS (FOR AREAS OVER 200 ACRES SEE 2-9)

TOTAL RUNOFF FORMULA: $QT = ARC/12$

QT = TOTAL RUNOFF IN ACRE-FEET

A = 100% OF CONTRIBUTING WATERSHED AREA IN ACRES

R = RAINFALL IN INCHES

C = RUNOFF FACTOR INCHES (SEE NO. 2-10)

STORAGE CAPACITY: A RETENTION BASIN MUST HAVE STORAGE CAPACITY AS FOLLOWS:

1. 100% OF THE DESIGN STORM

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TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

RETENTION BASIN
DESIGN
2-1

Approved By <u>R. A. SHUBERT</u>	Checked By <u>H. M. E.</u>
Date <u>JUNE 03, 2008</u>	Drawn By <u>QEC/J.R.</u>

RETENTION BASIN DESIGN REQUIREMENTS

1. SIDE SLOPES SHALL NOT EXCEED FOLLOWING MAXIMUMS, UNLESS SATISFACTORY GEOTECHNICAL REPORT IS SUBMITTED:

- A. IN COHESIVE SOIL: THREE HORIZONTAL TO ONE VERTICAL (3:1)
- B. IN NON-COHESIVE SOIL: THREE HORIZONTAL TO ONE VERTICAL (3:1)

NOTE: SOILS HAVING A PLASTICITY INDEX (PI) OF 8 OR ABOVE ARE CONSIDERED COHESIVE.

2. AN EROSION CONTROL PLAN IS REQUIRED FOR NON-COHESIVE SOILS.
3. RETENTION BASINS WITH SIDE SLOPES GREATER THAN 12% SHALL BE ENCLOSED WITH A SIX (6) FOOT HIGH CHAINLINK FENCE, EXCEPT THAT THE CHAINLINK FENCE MAY BE SUBSTITUTED WITH MASONRY OR ROCKWALL, WROUGHT IRON FENCING OR A COMBINATION THEREOF. THE HEIGHT SHALL BE MEASURED FROM THE GROUND INSIDE OR OUTSIDE THE WALL WHICHEVER IS THE HIGHER
4. BORING TESTS SHALL BE TO A DEPTH OF FIVE (5) FEET BELOW THE PROPOSED BASIN INVERT. THE BOTTOM OF THE BASIN SHALL BE A MINIMUM OF 24 INCHES ABOVE THE HIGH WATER TABLE. PERCOLATION TESTS IN THE VALLEY AREAS, SHALL BE PERFORMED ACCORDING TO ASTM-5126 DURING PEAK IRRIGATION SEASON BETWEEN AUGUST AND SEPTEMBER. STORM WATER, WITHIN THE BASIN, SHALL PERCOLATE WITHIN 72 HOURS. A GEOTECHNICAL INVESTIGATION, PERFORMED BY A LICENSED PROFESSIONAL GEOTECHNICAL ENGINEER, SHALL BE SUBMITTED PRIOR TO FINAL APPROVAL OF THE DEVELOPMENT PLANS. THE REPORT SHALL CONTAIN, AT A MINIMUM, SUBSURFACE SOIL PROFILE(S) AND PERCOLATION TEST RESULTS.
5. PROVIDE ONE (1), 18 FT MINIMUM WIDE DOUBLE GATE, ACCESSIBLE FROM PUBLIC RIGHT-OF-WAY AND ALIGNED WITH THE ACCESS RAMP. THE GATE SHALL BE CHAINLINK FENCE, EXCEPT THAT THE GATE SHALL BE WROUGHT IRON WHERE A MASONRY OR ROCKWALL IS SUBSTITUTED FOR A CHAINLINK FENCE.
6. PROVIDE AN ACCESS RAMP MEETING THE FOLLOWING CRITERIA:

MAXIMUM SLOPE: 15%

MINIMUM WIDTH: 15 FT

RAMP MATERIAL: MINIMUM PI OF 8, WITH NO LOOSE MATERIAL

COMPACTION: MINIMUM 90% PER ASTM D-1557

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TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

RETENTION BASIN
DESIGN REQ.
2-2A

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Date JUNE 03, 2008

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Drawn By OEC/J.R.

RETENTION BASIN DESIGN REQUIREMENTS

(continued)

7. RETENTION BASINS WITH DEPTHS OF 10 FEET OR MORE SHALL HAVE MAINTENANCE ROADS WITH A MINIMUM WIDTH OF 15 FEET. RETENTION BASINS WITH DEPTHS OF LESS THAN 10 FEET SHALL HAVE A FIVE (5) FOOT BENCH TERRACE ADJACENT TO THE PROPERTY LINE.
8. THE DESIGN WATER DEPTH IN RETENTION BASINS SHALL NOT EXCEED TWENTY (20) FEET, EXCEPT AS OTHERWISE APPROVED BY THE CITY ENGINEER WHEN BENCHING, SHALLOWER SLOPES OR OTHER MEASURES ARE PROVIDED.
9. THE ALLOWABLE CLEARANCE AT THE BOTTOM OF THE BASIN SHALL BE 25 FEET IN DIAMETER, MINIMUM.
10. IF AN ACCESS ROAD IS REQUIRED, A MINIMUM WIDTH OF TWENTY (20) FEET FOR THE ACCESS ROAD SHALL BE PROVIDED FROM THE STREET R.O.W. TO THE TOP OF THE BASIN.

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TITLE 19 - SUBDIVISION ORDINANCE
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DESIGN STANDARDS
FOR CONSTRUCTION

RETENTION BASIN
 DESIGN REQ.
 2-2B

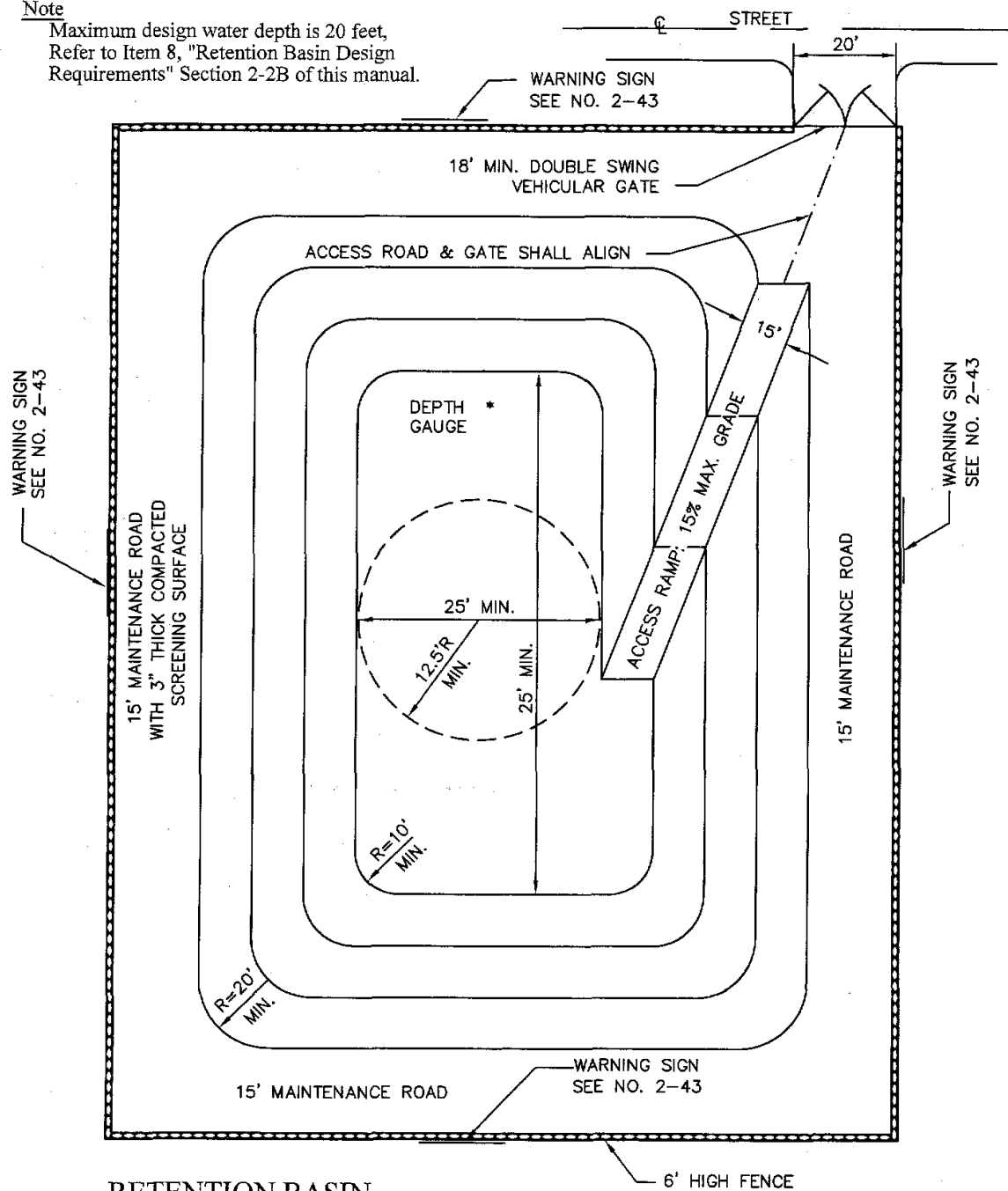
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Note

Maximum design water depth is 20 feet,
Refer to Item 8, "Retention Basin Design
Requirements" Section 2-2B of this manual.

**RETENTION BASIN**

TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

RETENTION BASIN
DESIGN (DRAWING)
 2-3

Approved By R. A. SHUBERT
 Date JUNE 03, 2008

Checked By H. M. E.
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DETENTION BASIN DESIGN

DEFINITION: A DETENTION BASIN IS A MANMADE OR NATURAL RESERVOIR, EITHER PUBLIC OR PRIVATE, DESIGNED TO RESTRICT THE FLOW OF STORMWATER TO A PRESCRIBED MAXIMUM RATE THROUGH A CONTROLLED RELEASE BY GRAVITY, AND TO CONCURRENTLY DETAIN THE EXCESS WATERS THAT ACCUMULATE BEHIND THE CONTROL STRUCTURE.

DESIGN CRITERIA: THE DESIGN STORM WILL BE A 4" RAINFALL IN THREE (3) HOURS OVER AN AREA OF 200 ACRES OR LESS. (FOR AREAS LARGER THAN 200 ACRES, SEE NO. 2-9, EXAMPLE INCLUDED).

TOTAL RUNOFF FORMULA: $QT = ARC/12$

QT = TOTAL RUNOFF IN ACRE-FEET
 A = 100% OF CONTRIBUTING WATERSHED AREA IN ACRES
 R = RAINFALL IN INCHES
 C = RUNOFF FACTOR (SEE CoEP "DRAINAGE DESIGN MANUAL")

THE DETENTION BASIN WILL BE DESIGNED UTILIZING GOOD ENGINEERING PRACTICES AND ACCEPTED METHODS (HEC-1) WHEREBY 100% OF THE RUNOFF VOLUME IS TO BE PROPERLY MANAGED THROUGH THE USE OF CHANNELS AND BASINS.

A GEOTECHNICAL INVESTIGATION, PERFORMED BY A LICENSED PROFESSIONAL GEOTECHNICAL ENGINEER, SHALL BE SUBMITTED PRIOR TO FINAL APPROVAL OF DEVELOPMENT PLANS. THE REPORT SHALL CONTAIN, AT A MINIMUM, SUBSURFACE SOIL PROFILE(S) AND PERCOLATION TEST RESULTS.

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TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

DETENTION BASIN
 DESIGN
 2-4

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Date <u>JUNE 03, 2008</u>	Drawn By <u>OEC/J.R.</u>

DETENTION BASIN DESIGN REQUIREMENTS

1. EARTH LEVEE DESIGN: THE DESIGN OF EARTH LEVEES SHALL BE IN ACCORDANCE WITH BOTH ACCEPTED ENGINEERING PRACTICE AND FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) GUIDELINES AND SHALL INCLUDE A SEEPAGE ANALYSIS.
2. SPILLWAY: AN EMERGENCY CONCRETE SPILLWAY SHALL BE PROVIDED WITH A CAPACITY EQUAL TO THE PEAK DISCHARGE OF THE DESIGN STORM. (SEE 2-6,2-9,2-10,2-11) DEPTH OF FLOW OVER THE CREST OF THE SPILLWAY SHALL BE NO MORE THAN ONE (1) FOOT.
3. SIDE SLOPES SHALL NOT EXCEED FOLLOWING MAXIMUMS, UNLESS OTHERWISE RECOMMENDED BY A LICENSED PROFESSIONAL GEOTECHNICAL ENGINEER:
 - A. IN COHESIVE SOIL, THREE (3) HORIZONTAL TO ONE (1) VERTICAL (3:1).
 - B. IN NON-COHESIVE SOIL, THREE (3) HORIZONTAL TO ONE (1) VERTICAL (3:1).
4. PROVIDE AN ACCESS RAMP MEETING THE FOLLOWING CRITERIA:

MAXIMUM SLOPE: 15%

MINIMUM WIDTH: 15 FT

RAMP MATERIAL: MINIMUM PI OF 8, WITH NO LOOSE MATERIAL

COMPACTION: MINIMUM 90% PER ASTM D-1557
5. FOR MAINTENANCE PURPOSES, ONE (1) 18-FOOT WIDE DOUBLE SWING GATE ACCESSIBLE FROM PUBLIC RIGHT-OF-WAY SHALL BE PROVIDED.
6. DETENTION BASINS WITH DEPTHS OF 10 FEET OR MORE SHALL HAVE MAINTENANCE ROADS WITH A MINIMUM WIDTH OF 15 FEET AND A MAXIMUM SLOPE OF 15%. DETENTION BASINS WITH DEPTHS OF LESS THAN 10 FEET SHALL HAVE A FIVE (5) FOOT BENCH TERRACE ADJACENT TO THE PROPERTY LINE.
7. DETENTION BASINS SHALL BE ENCLOSED WITH A 6-FOOT CHAINLINK FENCE, EXCEPT THAT THE CHAINLINK FENCE MAY BE SUBSTITUTED WITH MASONRY OR ROCK WALL, WROUGHT IRON FENCING OR A COMBINATION THEREOF. THE HEIGHT SHALL BE MEASURED FROM THE GROUND INSIDE OR OUTSIDE THE WALL, WHICHEVER IS THE HIGHER.
8. THE DESIGN WATER DEPTH IN DETENTION BASINS SHALL NOT EXCEED TWENTY (20) FEET, EXCEPT AS OTHERWISE APPROVED BY THE CITY ENGINEER WHEN BENCHING, SHALLOWER SLOPES OR OTHER MEASURES ARE PROVIDED.
9. THE MINIMUM ALLOWABLE CLEARANCE AT THE BOTTOM OF BASIN SHALL BE 25 FEET IN DIAMETER.
10. THE OUTLET SHALL EMPTY THE BASIN WITHIN 72 HOURS FROM THE END OF DESIGN INTENSITY STORM.

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TITLE 19 - SUBDIVISION ORDINANCE

ENGINEERING DEPARTMENT

DESIGN STANDARDS
FOR CONSTRUCTION

DETENTION BASIN
DESIGN REQ.
2-5

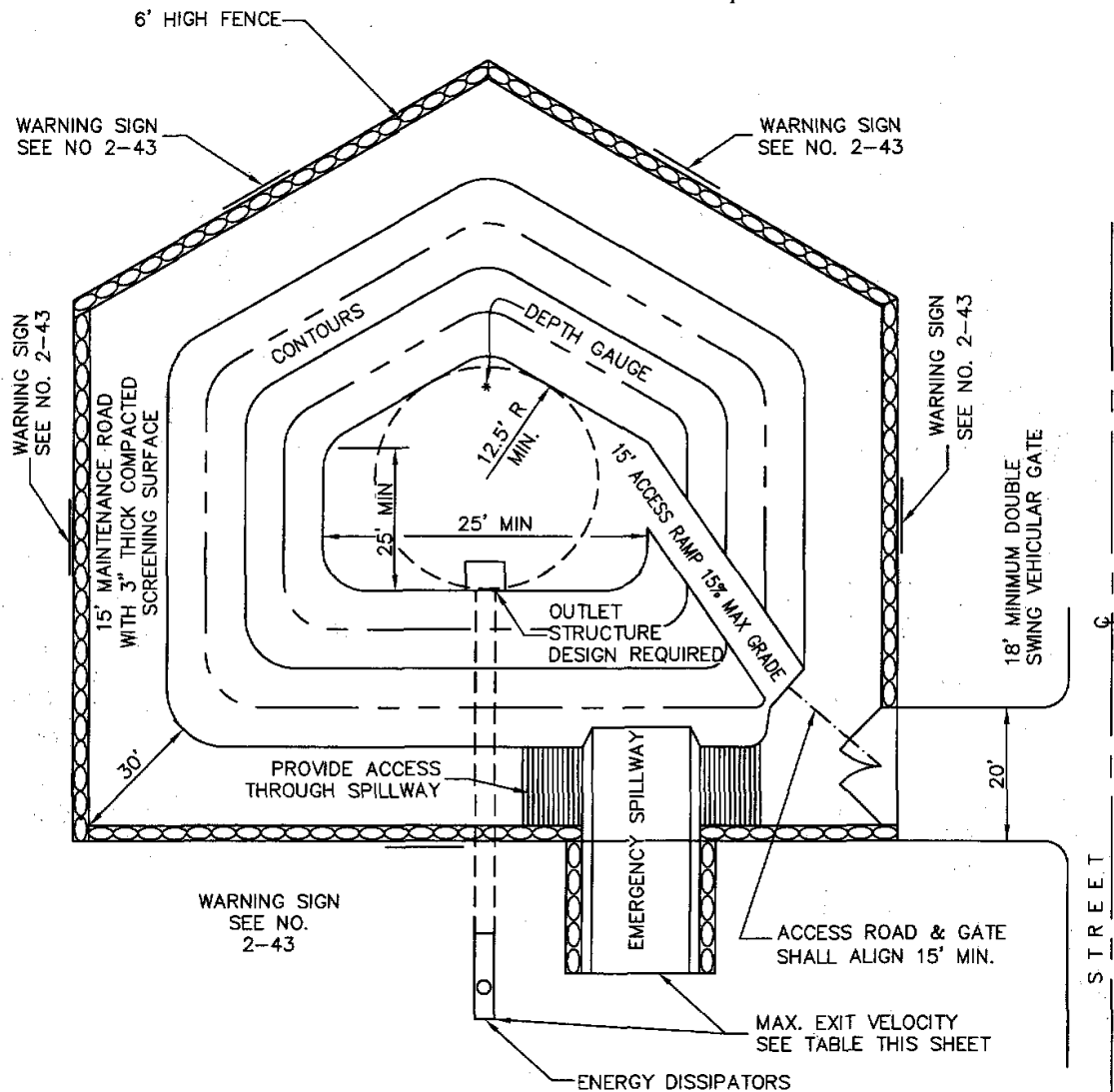
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Date JUNE 03, 2008

Checked By H. M. E.
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Note

Maximum design water depth is 20 feet,
Refer to Item 9, "Detention Basin Design
Requirements" Section 2-5 of this manual.



DETENTION BASIN

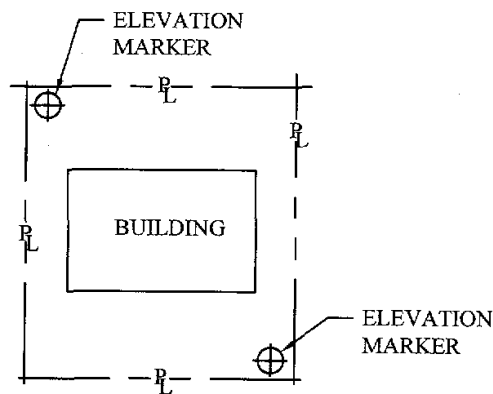
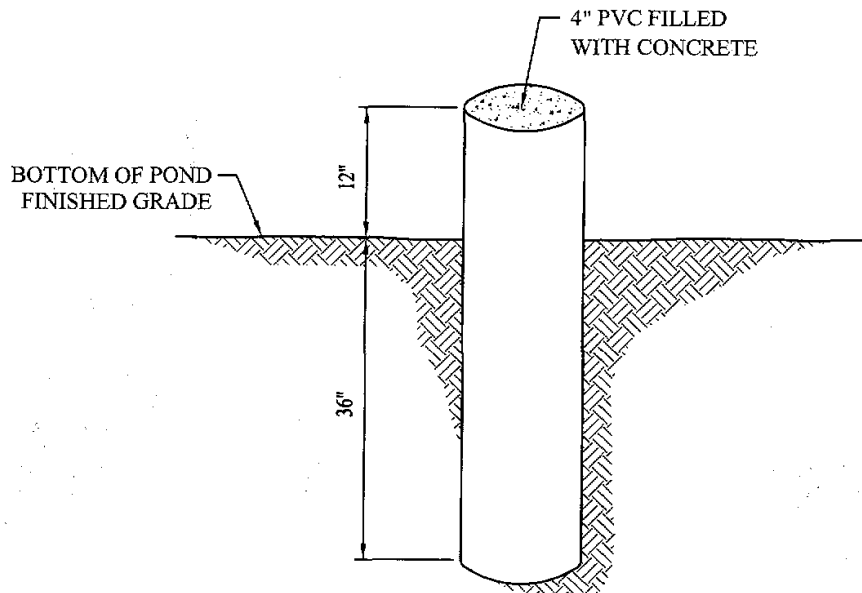
MAX. VELOCITY @ DISCHARGE POINTS
5 fps FOR UNPROTECTED GROUND
8 fps FOR OTHER GROUND COVER MATERIALS



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ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

DETENTION BASIN
DESIGN (DRAWING)
2-6

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MARKERS TO BE PLACED
AT CORNER OF FRONT
AND BACK YARDS.

PERMANENT ELEVATION MARKER
FOR ON SITE PONDING N.T.S.

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TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

PERMANENT ELEVATION
MARKER FOR ON-SITE
PONDING

2-7

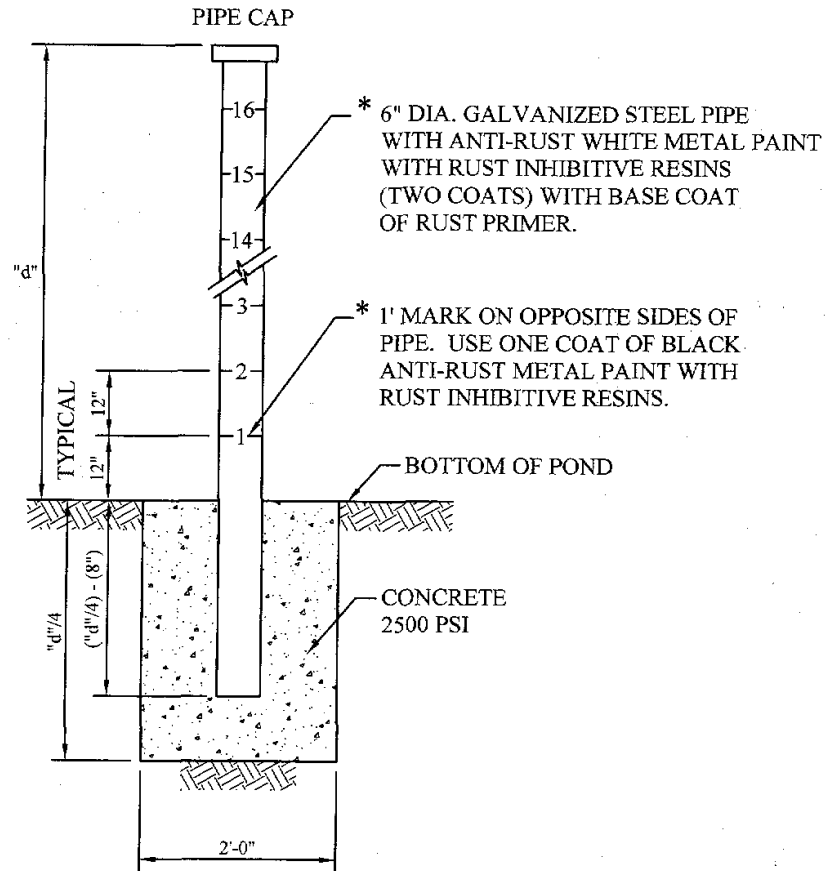
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NOTE

ALTERNATES WILL BE ALLOWED WITH THE PRIOR REVIEW AND APPROVAL OF THE CITY ENGINEER.



POND DEPTH GAUGE

SCALE: 1/2"=1'-0"

NOTES:

- * 1. CONSULT WITH PAINT MANUFACTURER FOR PRODUCTS THAT CAN SUSTAIN LONG PERIODS OF MOISTURE.
- 2. "d" = depth



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

POND DEPTH GAUGE

2-8

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ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

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2-9

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ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

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2-10

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ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

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2-11

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ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

BLANK
2-12

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ENGINEERING DEPARTMENT
DESIGN STANDARDS
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2-13

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ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

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2-14

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ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

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2-15

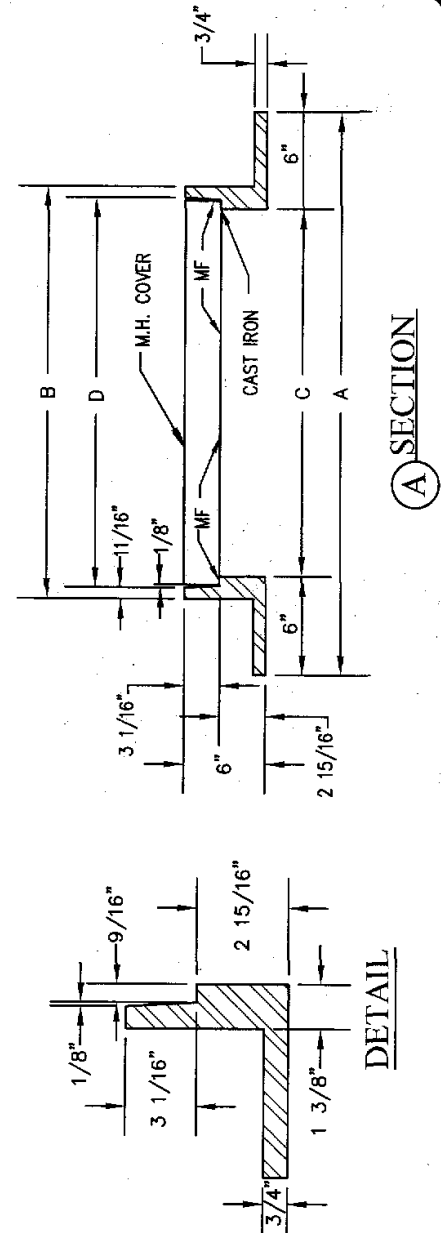
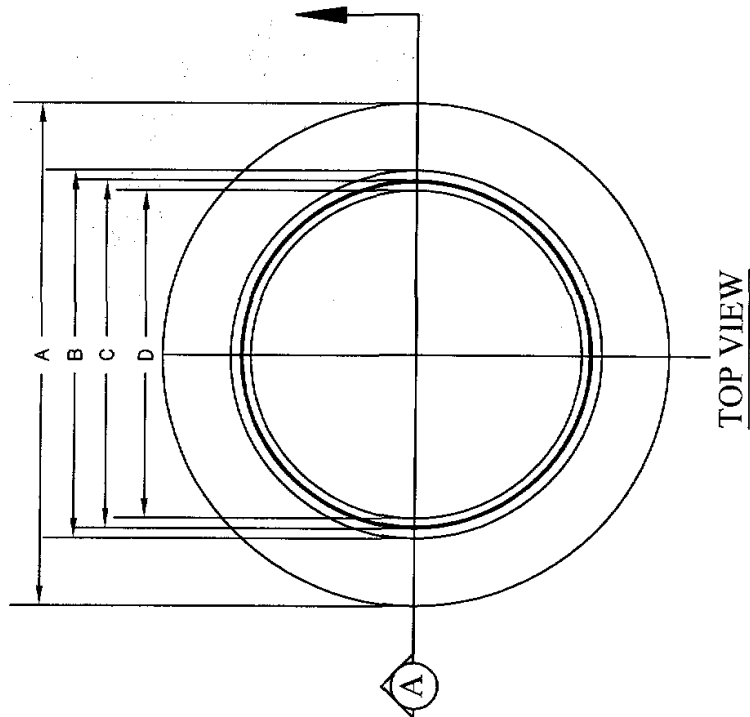
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- NOTE:
1. MATCHING SURFACES MARKED "MF" TO BE MACHINE FINISHED OF ANY IRREGULARITIES THAT WOULD PREVENT A SNUG FIT.
 2. CASTING TO BE SMOOTH AND VOID OF AIR HOLES.

MANHOLE RING	48" MANHOLE	72" MANHOLE
WEIGHT	165 LBS.	225 LBS.
A	2'-10 1/2"	3'-6"
B	2'-1 1/4"	2'-8 3/4"
C	1'-10 1/2"	2'-6"
D	1'-11 7/8"	2'-7 3/8"



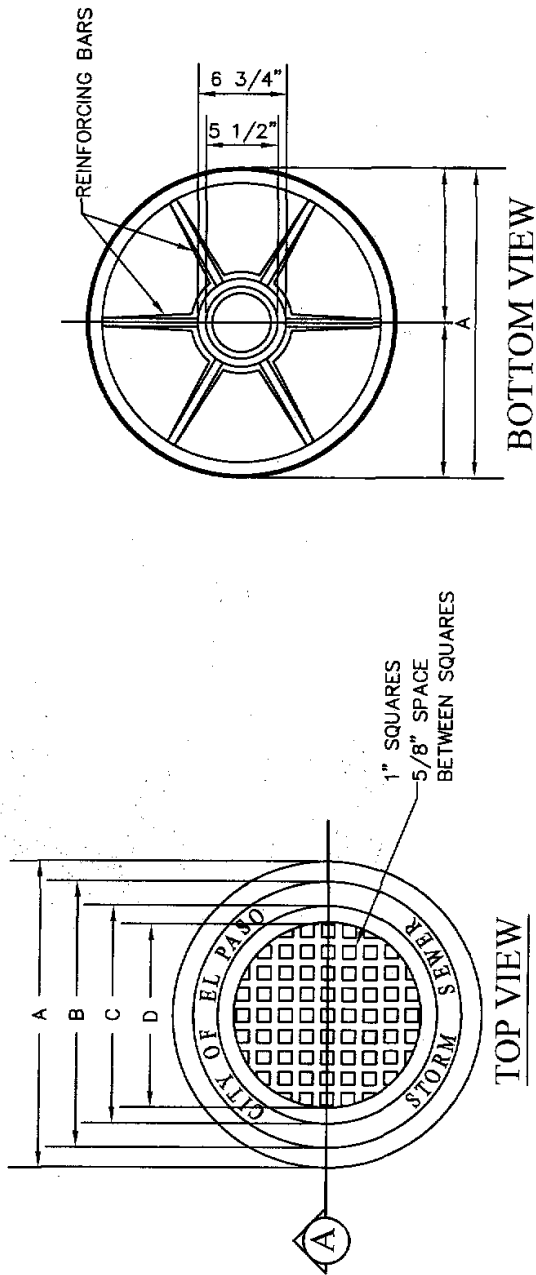
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

MANHOLE RING
2-16

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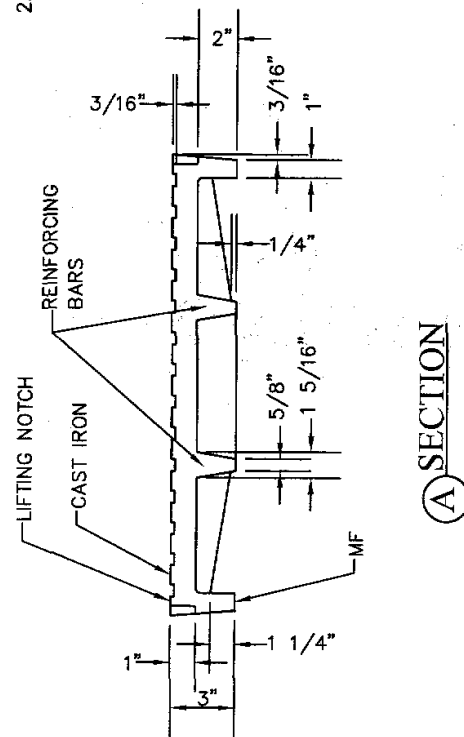
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GENERAL NOTES:

1. MATCHING SURFACES MARKED "MF" TO BE MACHINE FINISHED OF ANY IRREGULARITIES THAT WOULD PREVENT A SNUG FIT.
2. CASTING TO BE SMOOTH AND VOID OF AIR HOLES.

MANHOLE COVER WEIGHT	48" MANHOLE	72" MANHOLE
A	1'-11 3/4"	2'-7 1/4"
B	1'-8 5/8"	2'-4 1/8"
C	1'-4 7/8"	2'-3 3/8"
D	1'-2 3/8"	1'-9 7/8"
E	11 7/8"	1'-3 5/8"

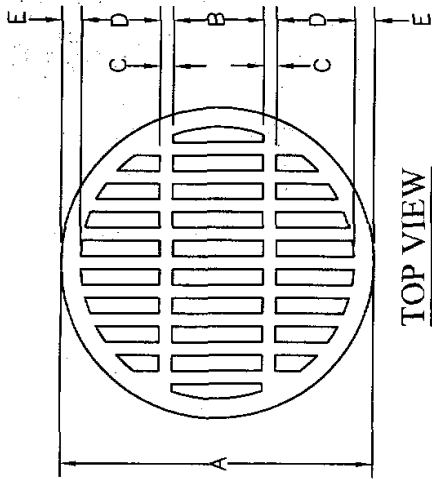


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ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

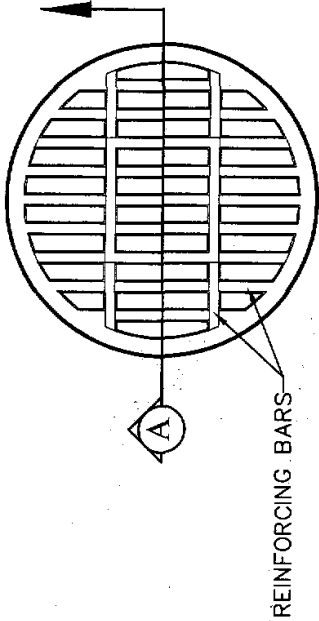
MANHOLE COVER
2-17

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TOP VIEW

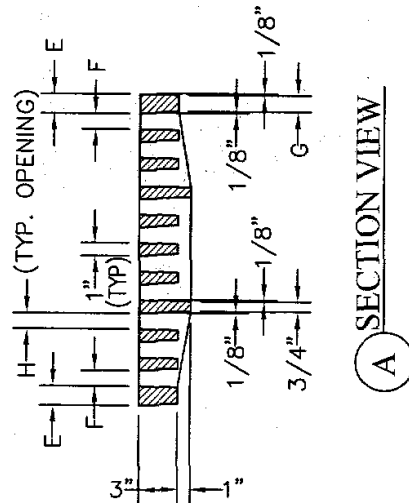


BOTTOM VIEW

GENERAL NOTES:

1. MATCHING SURFACES MARKED "MF" TO BE MACHINE FINISHED OF ANY IRREGULARITIES THAT WOULD PREVENT A SNUG FIT.
2. CASTING TO BE SMOOTH AND VOID OF AIR HOLES.

NOTE:
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IN A S
RING (



SECTION VIEW

MANHOLE COVER	48"	72"
WEIGHT	MANHOLE	MANHOLE
	175 LBS.	310 LBS.
A	1'-11 3/4"	2'-7 1/4"
B	6 1/2"	9"
C	1"	1 1/2"
D	6"	8"
E	1 5/8"	1 5/8"
F	1 1/4"	1"
G	1 3/8"	1 3/8"
H	1"	1"



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

GRATED MANHOLE
COVER
2-18

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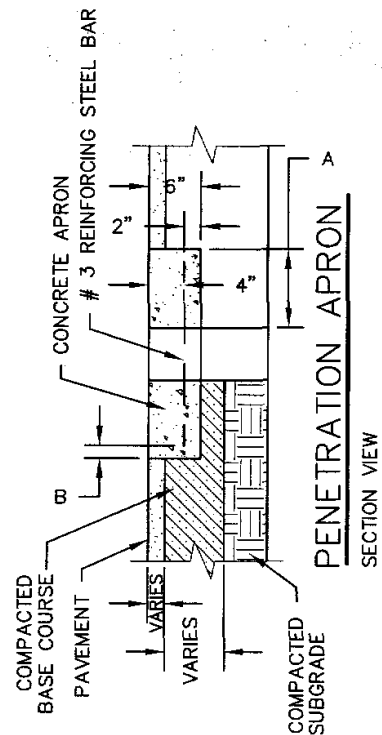
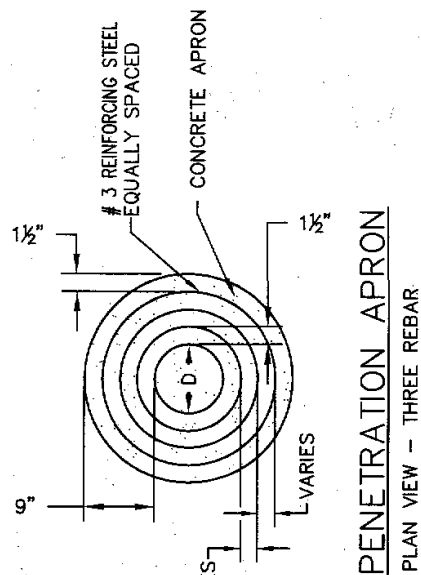
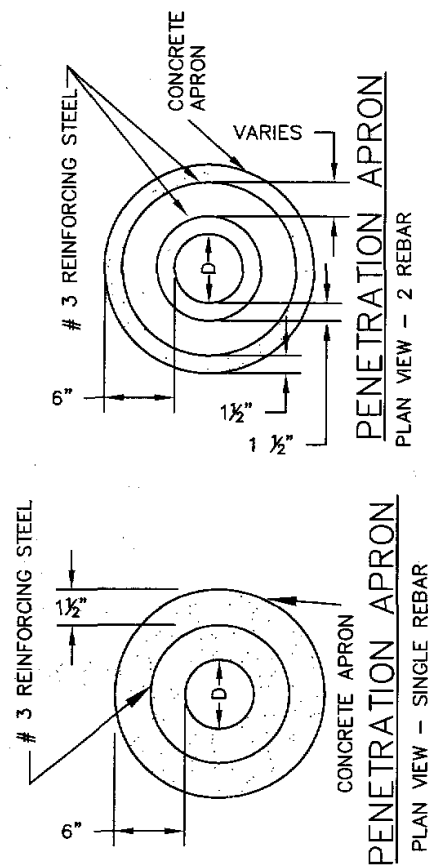
CONCRETE APRON FOR CIRCULAR PENETRATIONS IN ASPHALT PAVEMENTS				
"D" DIAMETER OF PENETRATION (INCHES)	"A" CONCRETE HORIZONTAL DIMENSION FROM PENETRATION (INCHES)	NUMBER OF NO. 3 REINFORCING STEEL BARS (INCHES)	"B" MINIMUM CLEARANCE FROM EDGE OF CONCRETE APRON TO CENTER OF NEAREST REBAR (INCHES)	"C" MINIMUM CLEARANCE FROM PENETRATION EDGE TO CENTER OF NEAREST REBAR (INCHES)
0 TO 6.01	6	1	1 1/2	1 1/2
6.01 TO 18.01	8	2	1 1/2	1 1/2
18.01 AND OVER	12	3	1 1/2	1 1/2

CONSTRUCTION NOTES:

1. ANY DISTURBED SUBGRADE UNDER THE CONCRETE APRON SHALL BE COMPACTED TO 95% DENSITY \pm 3% OPTIMUM MOISTURE CONTENT IN ACCORDANCE WITH ASTM D-1557.
2. ANY DISTURBED COARSE UNDER THE CONCRETE APRON SHALL BE COMPACTED TO 100% DENSITY \pm 2% OPTIMUM MOISTURE CONTENT IN ACCORDANCE WITH ASTM D-1557.
3. PROVIDE A MINIMUM OF 1 1/2" OF CONCRETE COVER FOR ALL REINFORCEMENT STEEL.
4. REINFORCING SHALL MEET ASTM C-478 AND TRAFFIC LOADING (HS-20).
5. NO. 3 REINFORCING STEEL HOOPS SHALL BE SPACED EQUALLY.

GENERAL NOTES:

1. THE PENETRATION APRON SHOULD BE CAST IN-PLACE CONCRETE. (MINIMUM 28 DAY COMPRESSIVE STRENGTH 4000 PSI. HIGH EARLY CONCRETE IS REQUIRED)
2. TOPS OF PENETRATION APRON SHALL BE FLUSH WITH ROADWAY SURFACE OR FINISHED GRADE UNLESS OTHERWISE SPECIFIED BY THE CITY ENGINEER.



TITLE 19 - SUBDIVISION ORDINANCE

ENGINEERING DEPARTMENT

DESIGN STANDARDS
FOR CONSTRUCTION

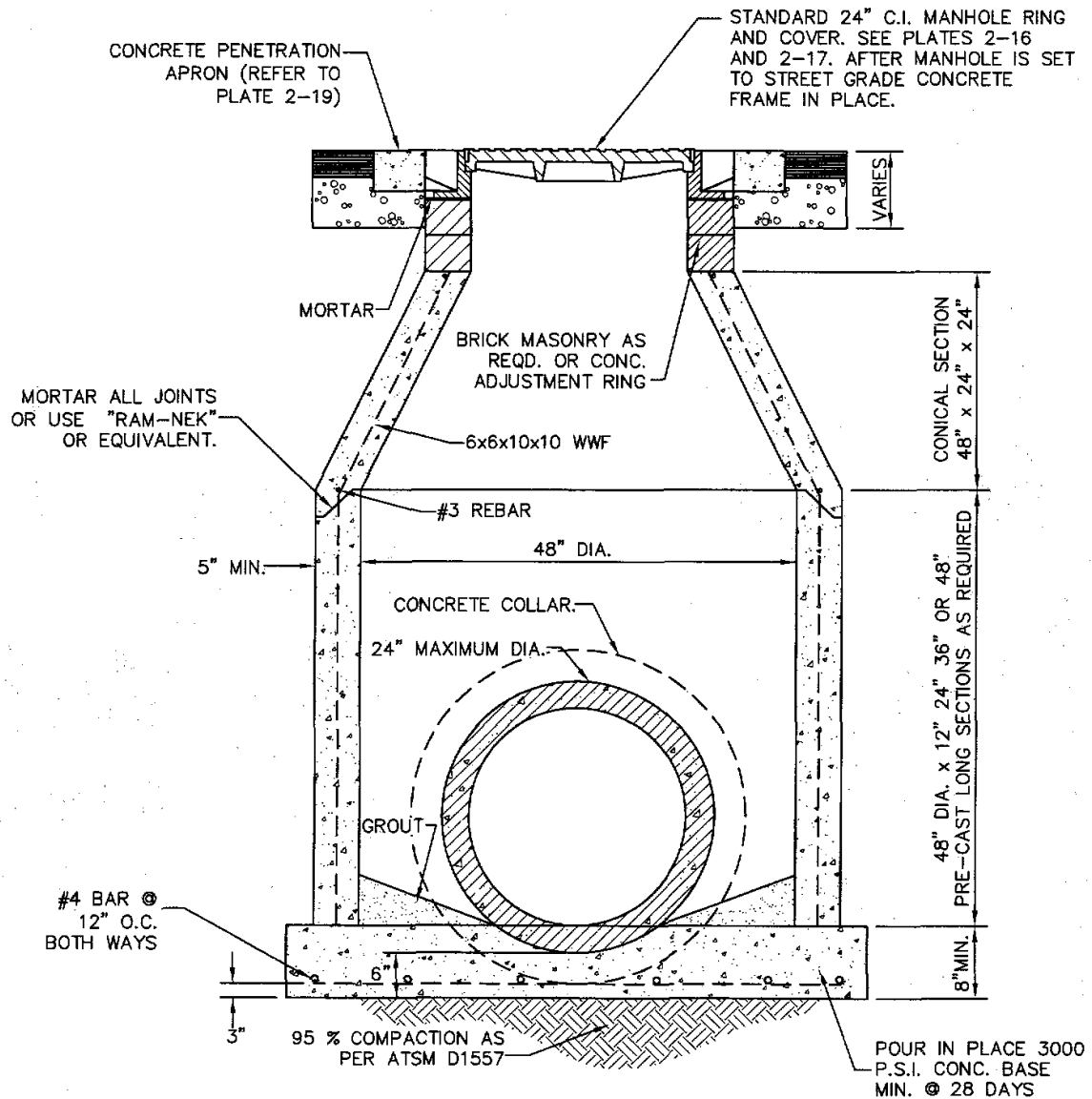
PENETRATION
APRON

2-19

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48" DIAMETER STANDARD MANHOLE
NTS



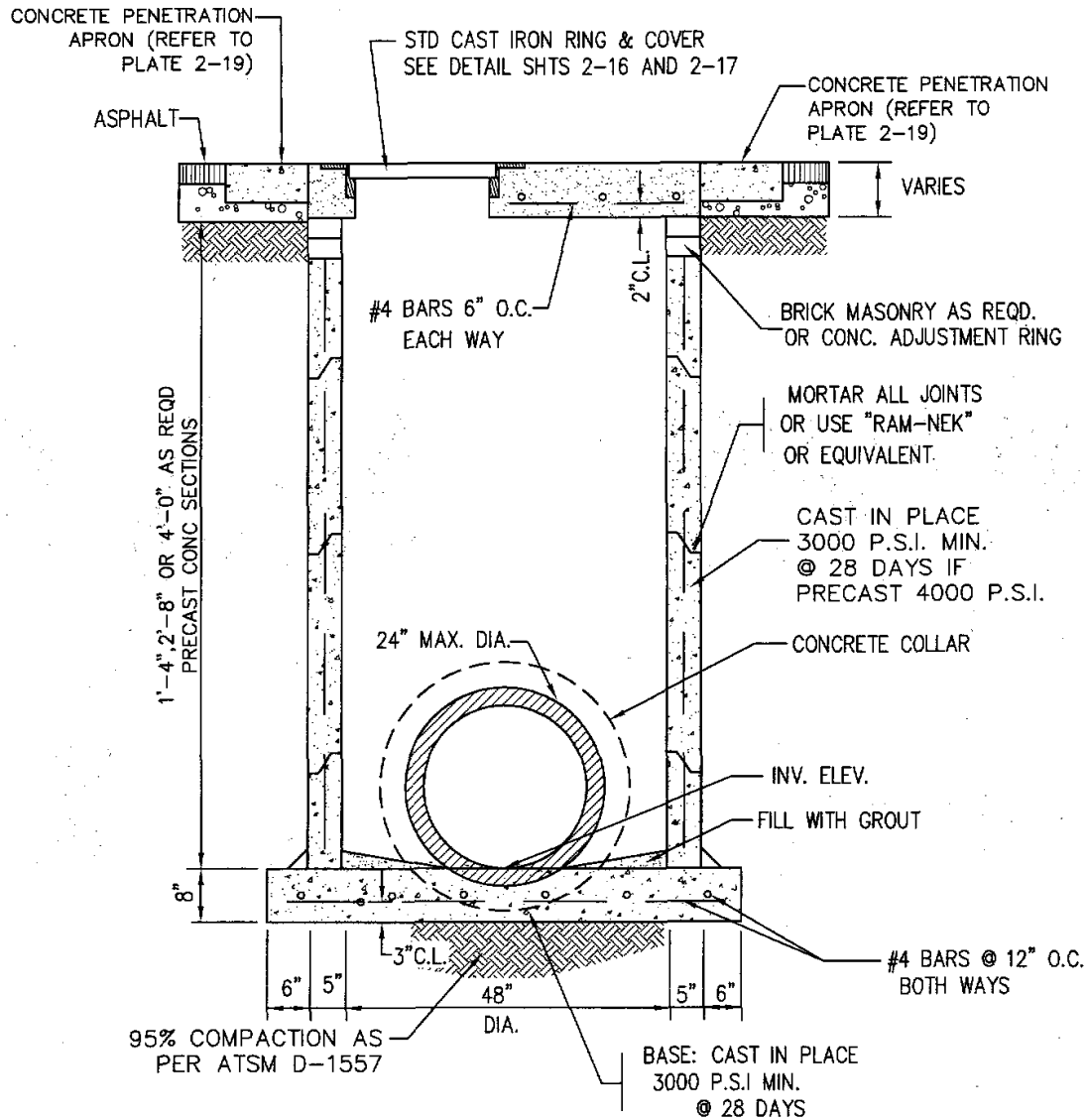
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ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

48" DIAMETER
STANDARD
CONICAL MANHOLE
2-20

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Date JUNE 03, 2008

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48" DIAMETER PRECAST MANHOLE SECTIONS

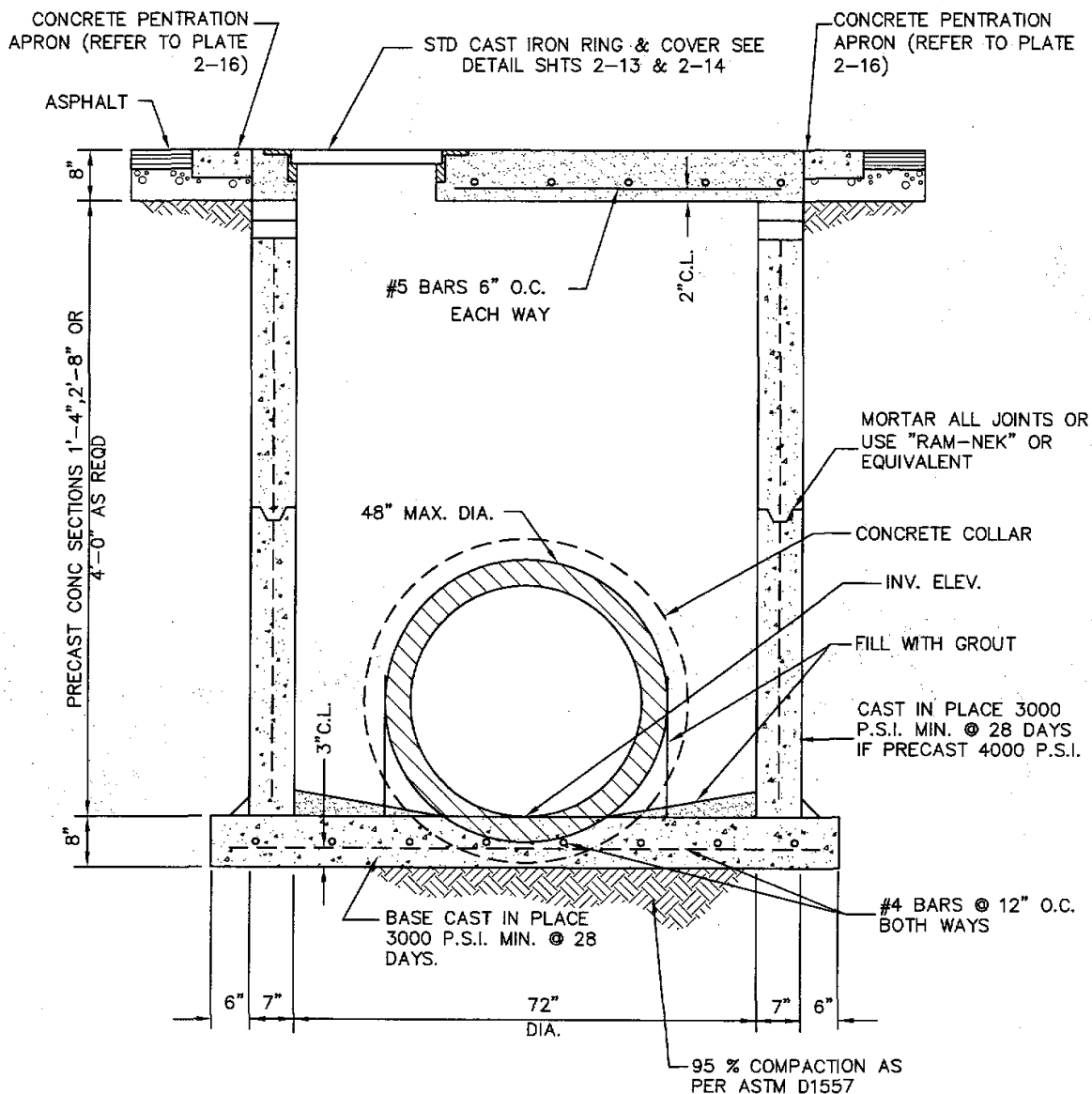


TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

48" DIAMETER PRECAST
MANHOLES
2-21

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72" DIAMETER PRECAST MANHOLE SECTIONS
NTS



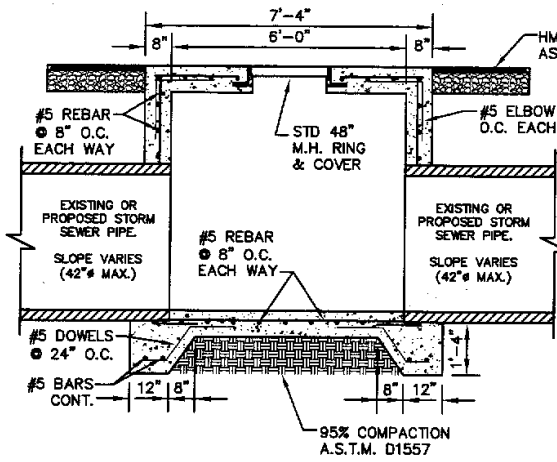
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ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

72" DIAMETER PRECAST
MANHOLES
2-22

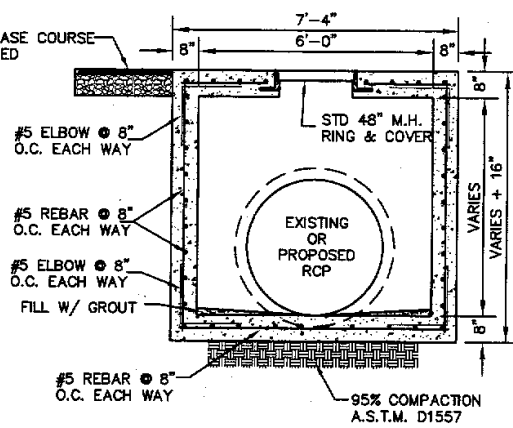
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Checked By H. M. E.
Drawn By OEC / J. R.

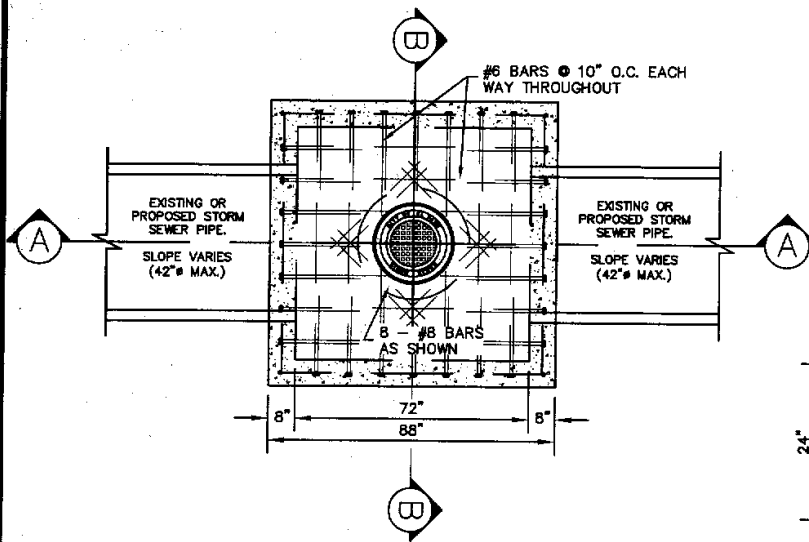
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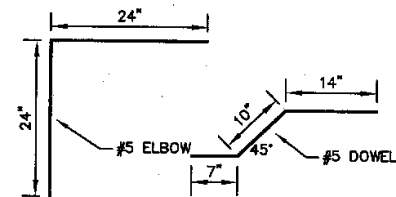
SECTION A-A



SECTION B-B



72" DIAMETER CAST-IN PLACE
STANDARD MANHOLE



BENDING DETAIL



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

72" DIAMETER
CAST-IN-PLACE
MANHOLE
2-23

Approved By R. A. SHUBERT
Date JUNE 03, 2008

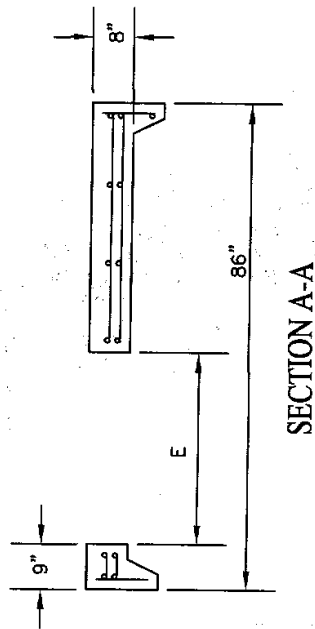
Checked By H. M. E.
Drawn By QEC / J. R.

GENERAL NOTES:

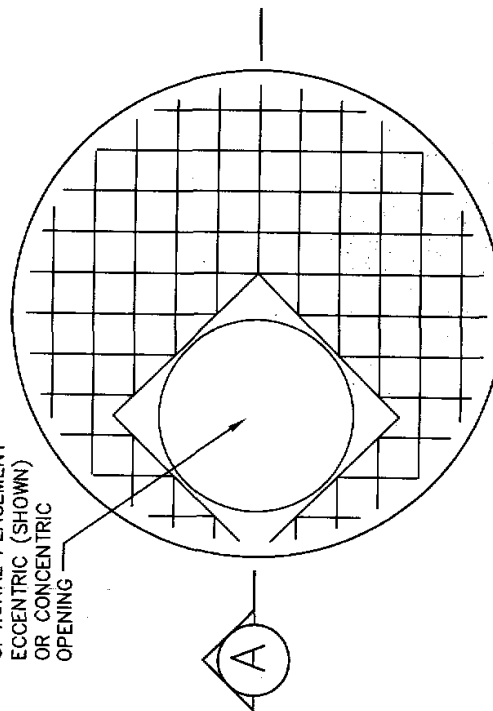
1. ALL JOINTS TO BE TONGUE AND GROOVE AND SEALED WITH RAM-NEK OR EQUAL.
2. MANUFACTURER TO PROVIDE LIFTERS OF ADEQUATE SIZE AS NEEDED.

CONSTRUCTION KEY NOTES:

- A. 4000 P.S.I. CONCRETE 28 DAYS.
- B. KEYLOCK ADDS 8" TO VERTICAL HEIGHT.
- C. RING & COVER OR SPECIAL LIDS TO MEET REQUIREMENTS. MAY BE CAST IN PLACE.
- D. REINFORCING SHALL MEET A.S.T.M. C478-87 AND TRAFFIC LOADING (HS-20).
- E. SIZE TO ACCOMMODATE TYPE 72" DIAMETER MANHOLE RING.



OPTIONAL PLACEMENT
ECCENTRIC (SHOWN)
OR CONCENTRIC
OPENING



MANHOLE COVER FOR TYPE 72" MANHOLE

[BACK TO TITLE INDEX PAGE](#)

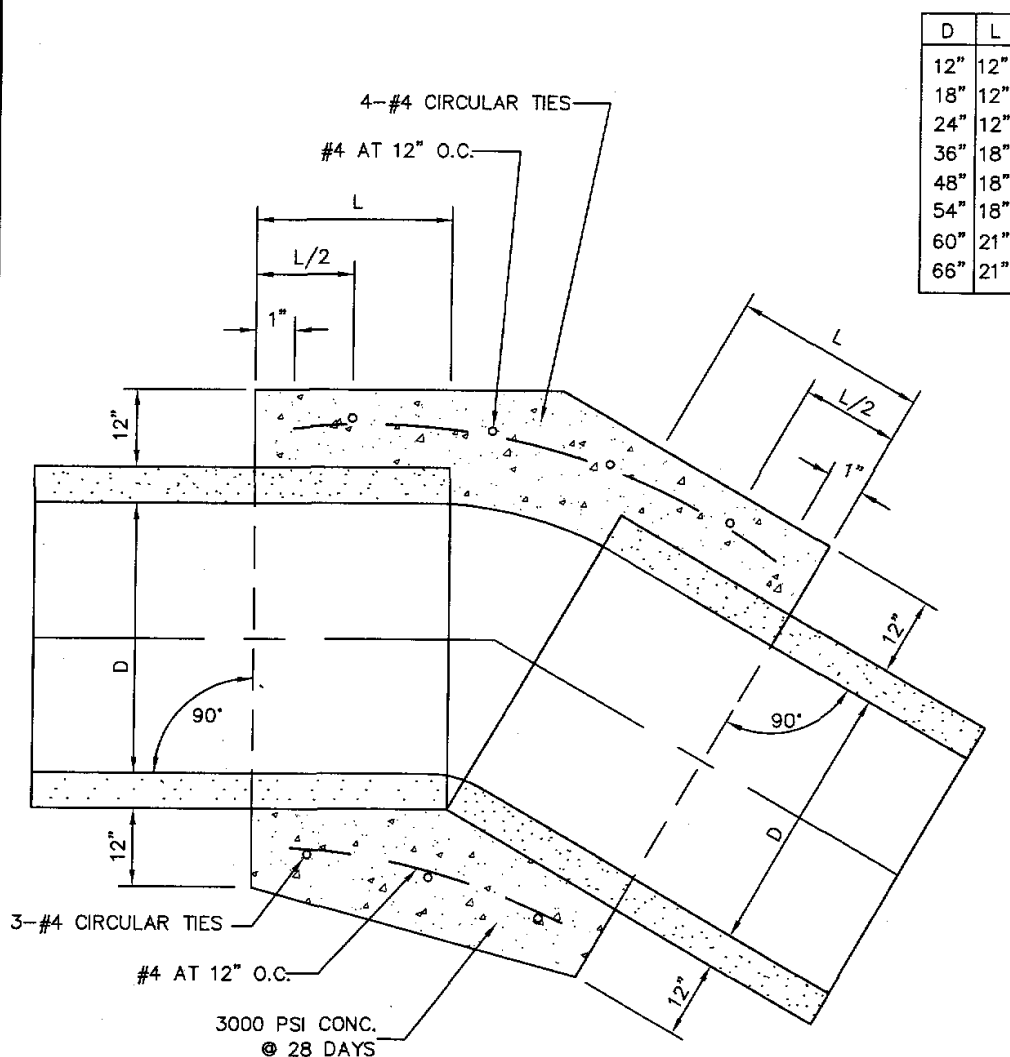


TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

CONCRETE MANHOLE
COVER FOR TYPE 72"
MANHOLE
2-24

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By OEC / J. R.



CONCRETE PIPE COLLAR

1. A CONCRETE COLLAR IS REQUIRED WHERE PIPES CHANGE IN HORIZONTAL OR VERTICAL ALIGNMENT.
2. FOR PIPES 24" OR LESS IN DIAMETER REINFORCE WITH W.W.M.

[BACK TO TITLE INDEX PAGE](#)

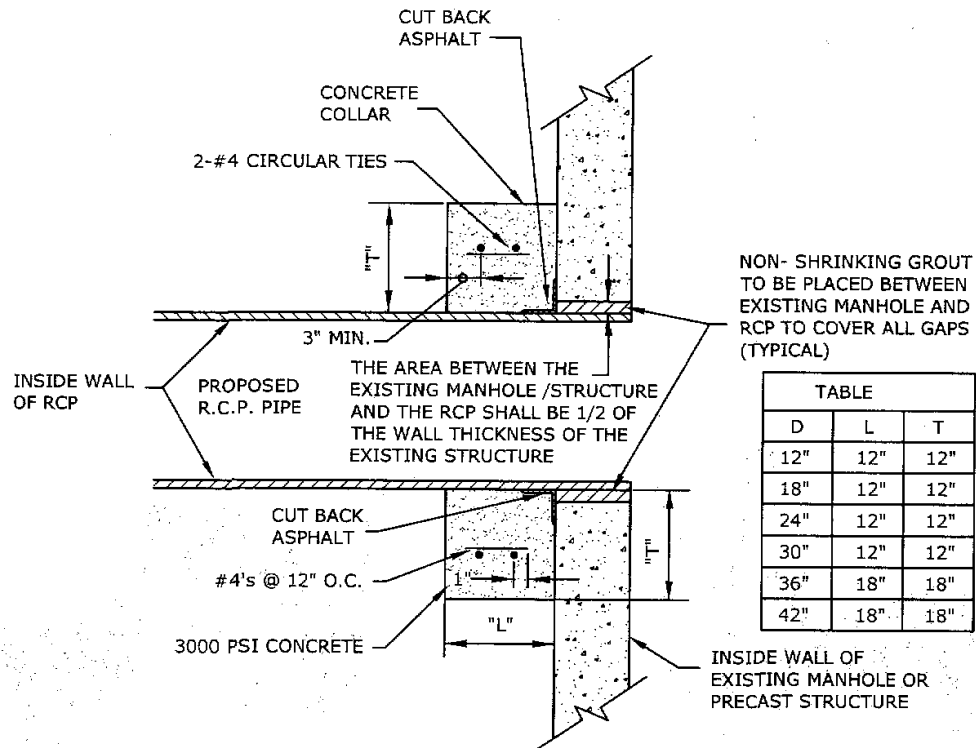


TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

CONCRETE PIPE
COLLAR
2-25

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC/J.R.



CONNECTION AT PRECAST JUNCTION BOXES OR EXISTING MANHOLES

SCALE: N.T.S.

[BACK TO TITLE INDEX PAGE](#)


TITLE 19 - SUBDIVISION ORDINANCE

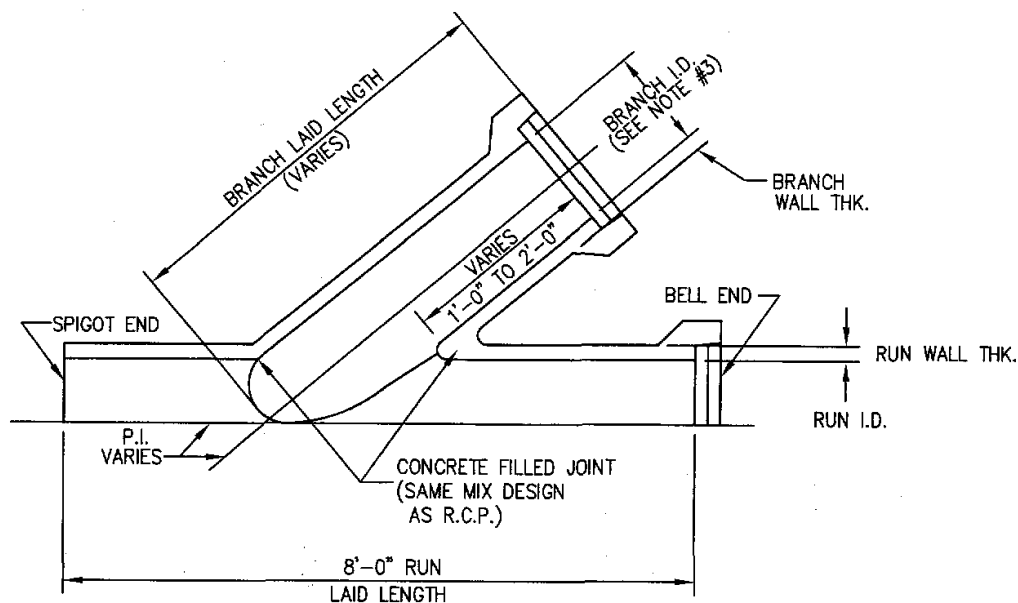
ENGINEERING DEPARTMENT

DESIGN STANDARDS
FOR CONSTRUCTION

CONNECTION AT PRECAST
JUNCTION BOXES OR
EXISTING MANHOLES
2-26

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC/J. R.



REINFORCED CONCRETE PIPE – WYE 18" THRU 96" DIA.

PLAN VIEW SECTION

N.T.S.

NOTES:

- 1) THIS DRAWING IS NOT INTENDED TO SHOW REINFORCEMENT DESIGN EITHER AS TO PLACEMENT OR STEEL AREA. ACTUAL PROJECT SPECIFICATIONS WILL GOVERN.
- 2) STEEL AREA IN WYE CONNECTION EXCEEDS THAT REQUIRED IN ADJACENT PIPE.
- 3) FOR 18" DIA. TO 30" DIA. MAINLINE R.C.P. THE DIA. OF THE WYE NEEDS TO BE 6" SMALLER THAN THE MAINLINE DIA. FOR 36" DIA. TO 96" DIA. MAINLINE R.C.P. THE DIA. OF THE WYE NEEDS TO BE 12" SMALLER THAN THE MAINLINE DIA.

[BACK TO TITLE INDEX PAGE](#)



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

PRE-FABRICATED
REINFORCED CONCRETE
PIPE WYE
2-27

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QBC / J. R.

STANDARD MANHOLE SPECIFICATIONS

1. THE PRECAST MANHOLE RISER AND CONICAL SECTIONS SHALL CONFORM TO ASTM SPECIFICATIONS C-478.
2. THE PRECAST CONCRETE SHALL ATTAIN A MINIMUM ALLOWABLE COMPRESSIVE STRENGTH OF 4000 PSI @ 28 DAYS.
3. THE CONCRETE BASE SHALL ATTAIN A MINIMUM ALLOWABLE COMPRESSIVE STRENGTH OF 3000 PSI @ 28 DAYS.
4. MASONRY SHALL BE COMMON BRICK WITH ASTM TYPE 'S' MORTAR ATTAINING A MINIMUM COMPRESSIVE STRENGTH OF 1800 P.S.I. AT 28 DAYS.
5. INCLUDE DETAIL FOR CONNECTION AT PRECAST JUNCTION BOXES OR EXISTING MANHOLES (IF APPLICABLE) , REFER TO PLATE 2-26.
6. MANHOLE COVER SHALL BE SET FLUSH WITH FINISHED PAVEMENT.
7. SUBGRADE FOR MANHOLES SHALL BE COMPACTED TO A MINIMUM OF 95% IN ACCORDANCE WITH ASTM D1557.

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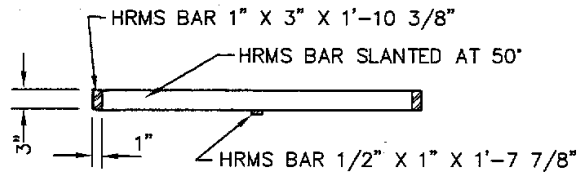
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

STANDARD MANHOLE
SPECIFICATIONS
2-28

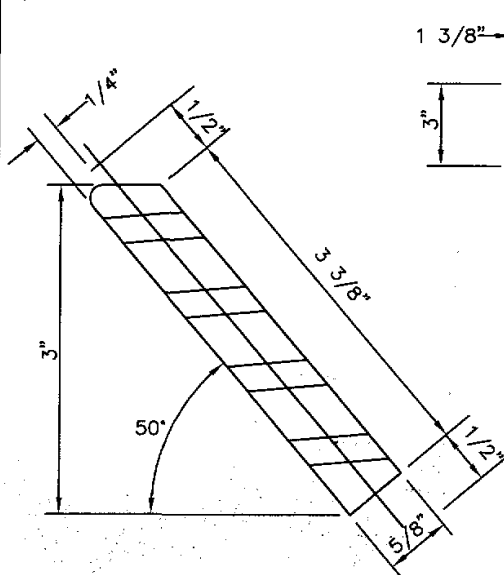
Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC / J. R.

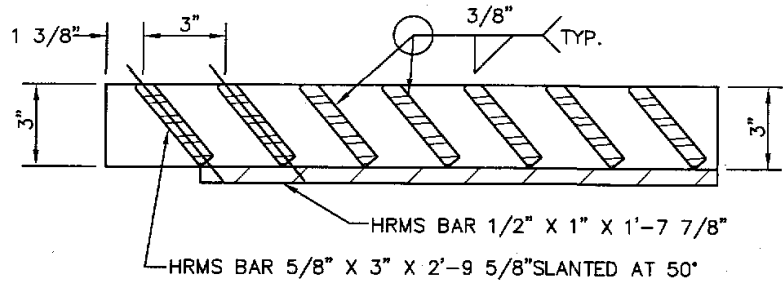
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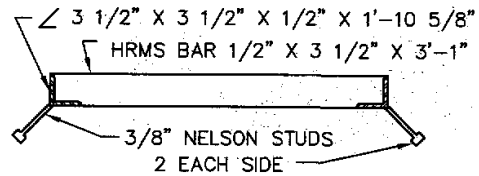
(C) GRATE SECTION



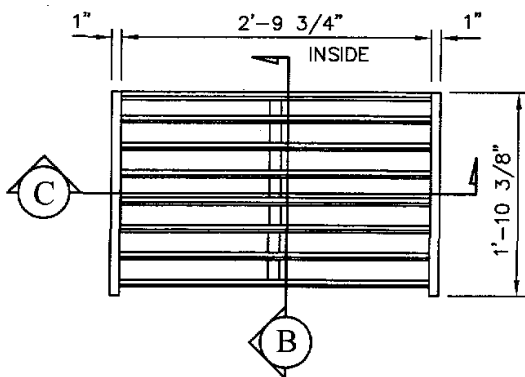
SLANTED BAR DETAIL



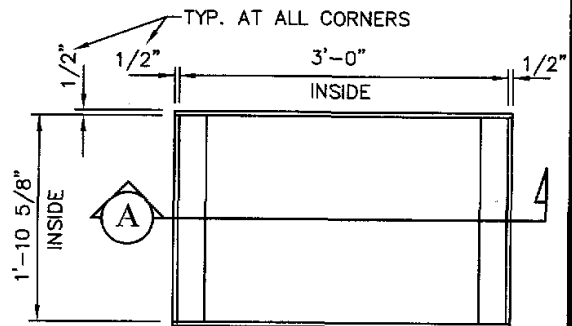
(B) GRATE SECTION



(A) FRAME SECTION



GRATE



FRAME



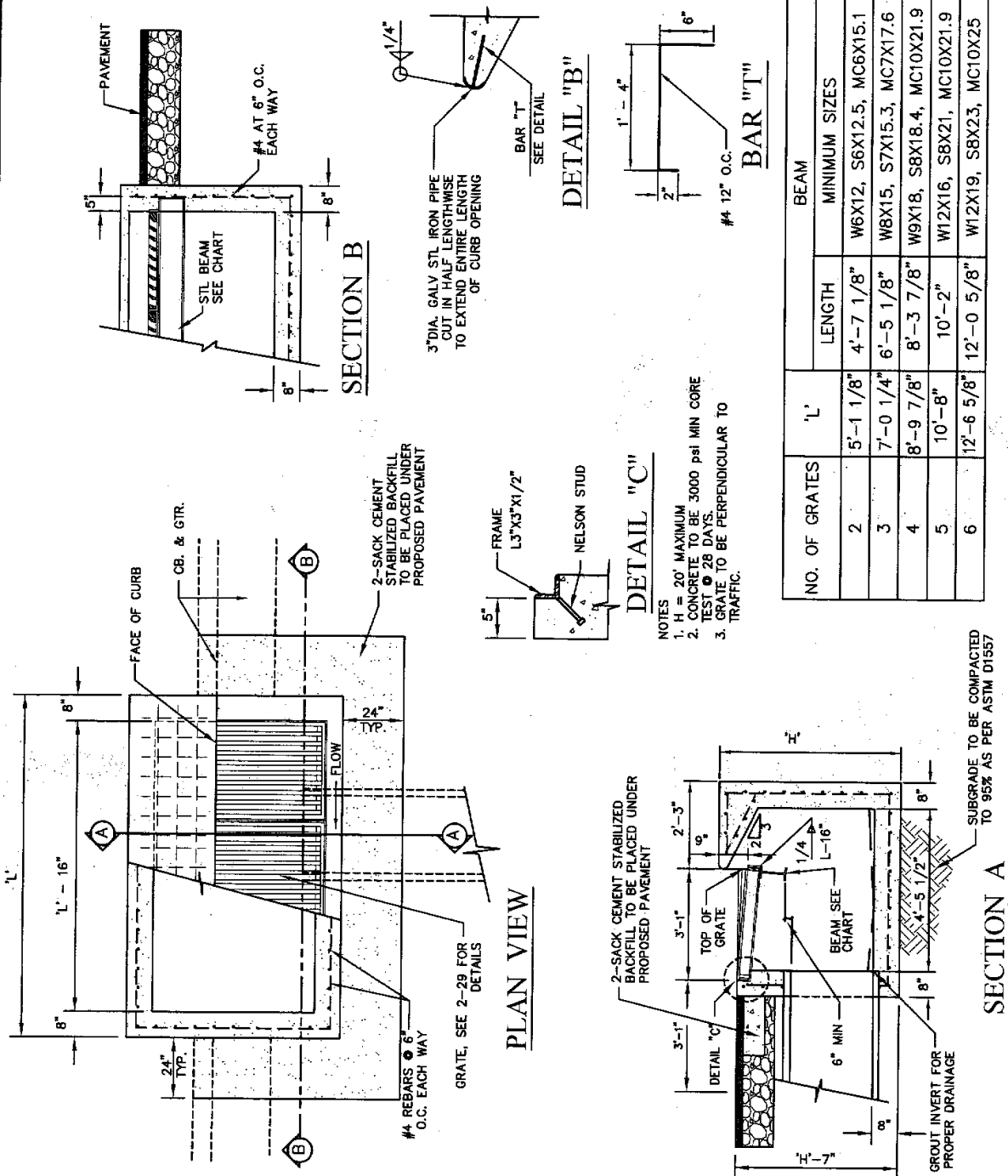
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

GRATE AND FRAME
FOR DROP INLET
2-29

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC / J. R.

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TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

DROP INLET
TYPE I
2-30

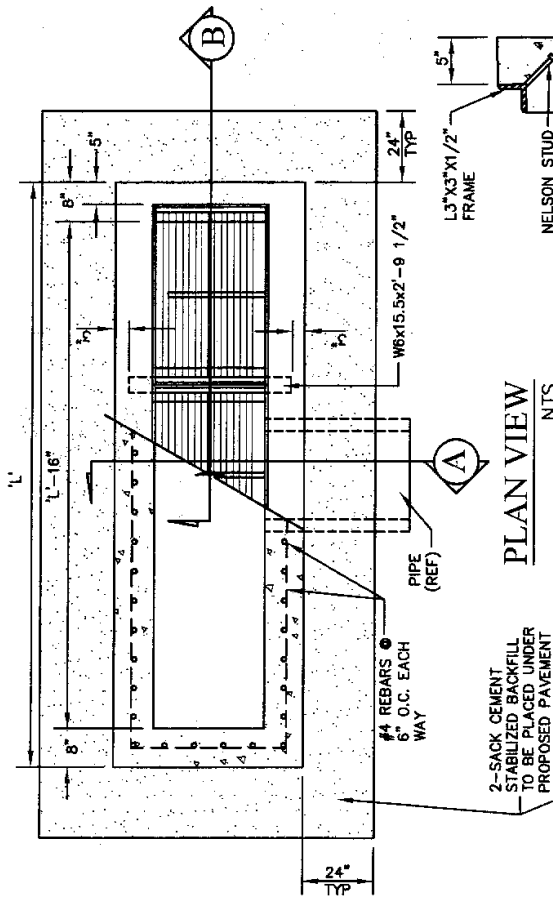
Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By OEC / J. R.

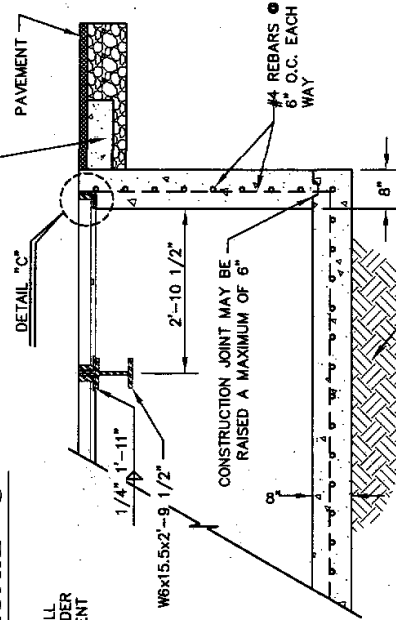
BACK TO TITLE INDEX PAGE

NUMBER OF GRATES	'L'
2	7'-1"
3	10'-2"
4	13'-3"
5	16'-4"

- NOTES
1. H = 20" MAXIMUM
 2. CONCRETE TO BE 3000 psi MIN CORE TEST @ 28 DAYS.
 3. GRATE TO BE PERPENDICULAR TO TRAFFIC.

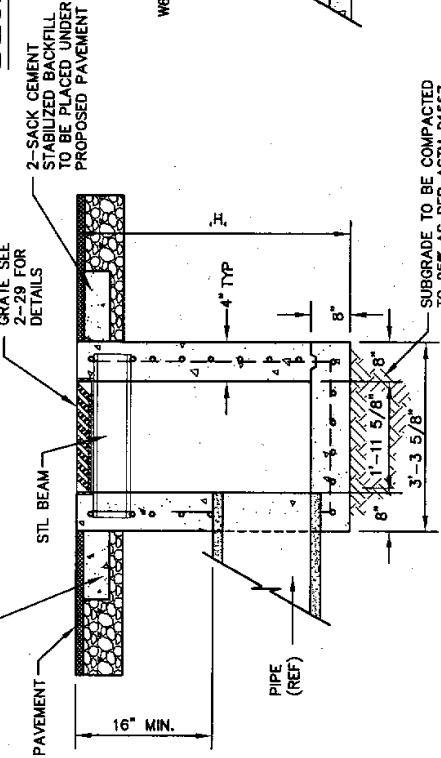


DETAIL "C"



SECTION B NTS

SUBGRADE TO BE COMPACTED TO 95% AS PER ASTM D1557



SUBGRADE TO BE COMPACTED TO 95% AS PER ASTM D1557



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

DROP INLET
TYPE II
2-31

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC/J.R.

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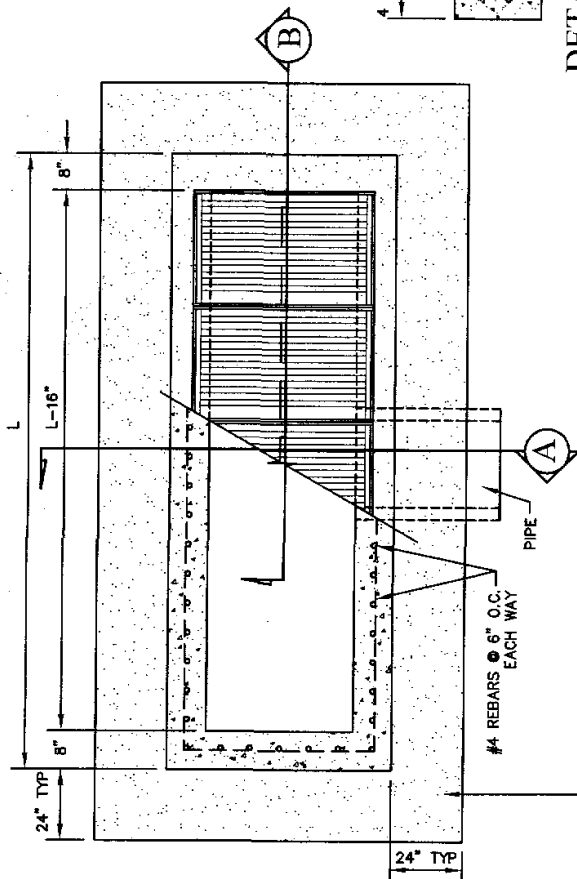
NUMBER OF GRATES	'L'
2	5'-1 1/8"
3	7'-0 1/8"
4	8'-9 7/8"
5	10'-8"

- NOTES
1. H = 20' MAXIMUM
 2. CONCRETE TO BE 3000 psi MIN CORE TEST @ 28 DAYS.
 3. GRATE TO BE PERPENDICULAR TO TRAFFIC.

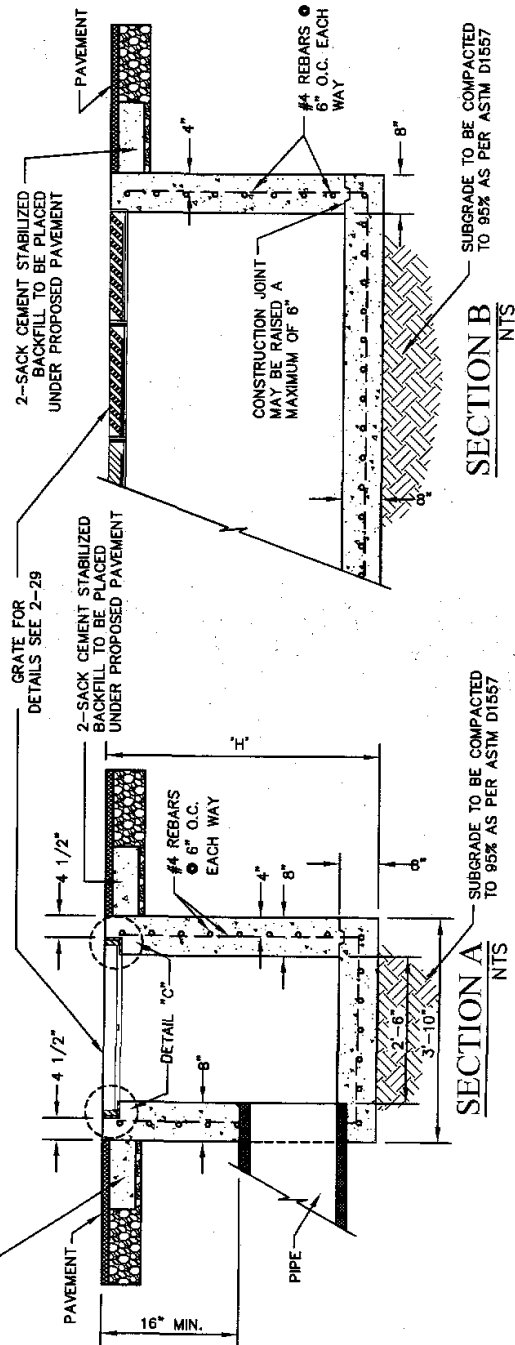
L3 1/2"x3 1/2"x1/2"

NELSON STUD

DETAIL "C"



PLAN VIEW
NTS



SECTION A
NTS

SECTION B
NTS



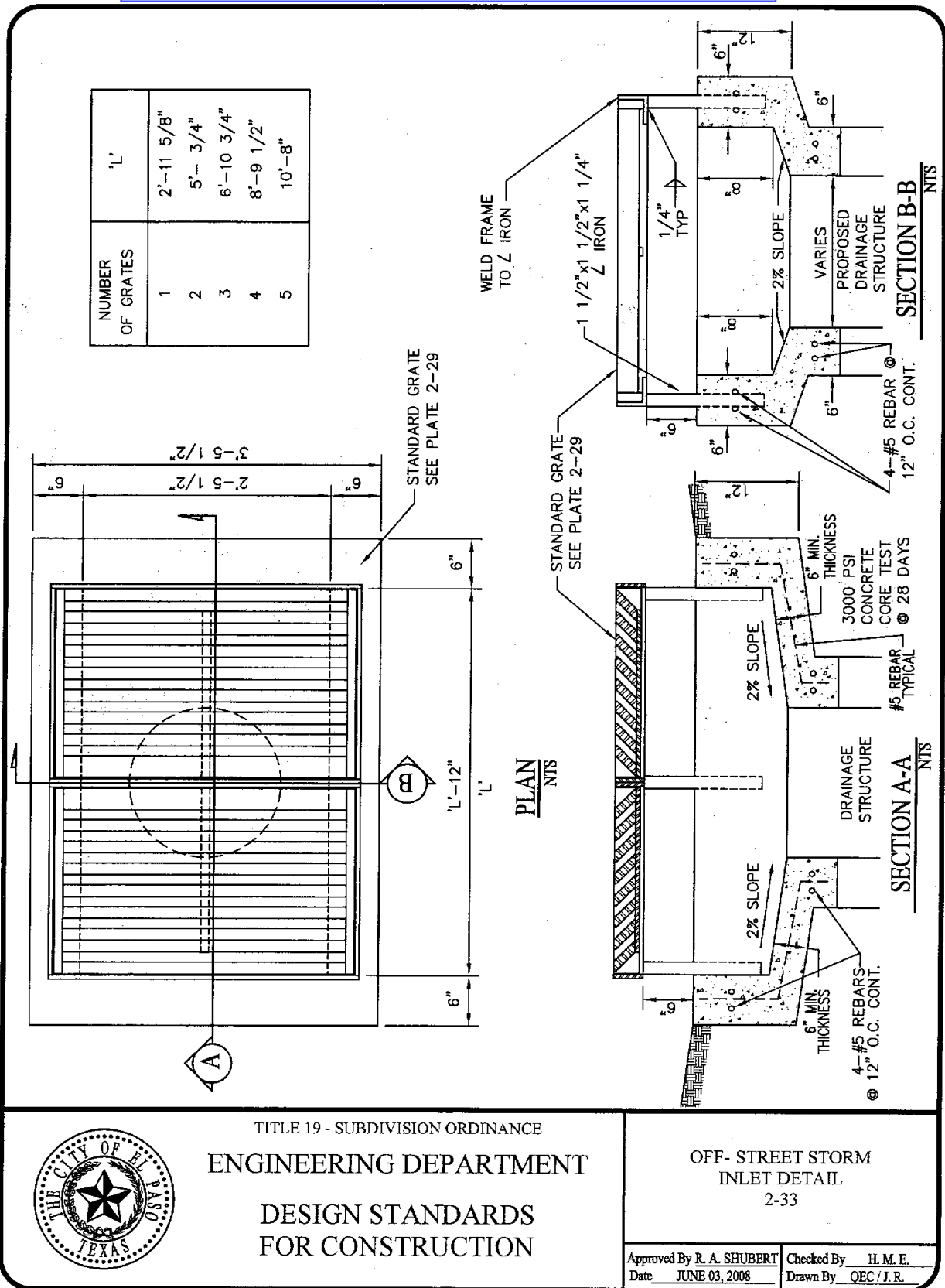
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

DROP INLET TYPE III
2-32

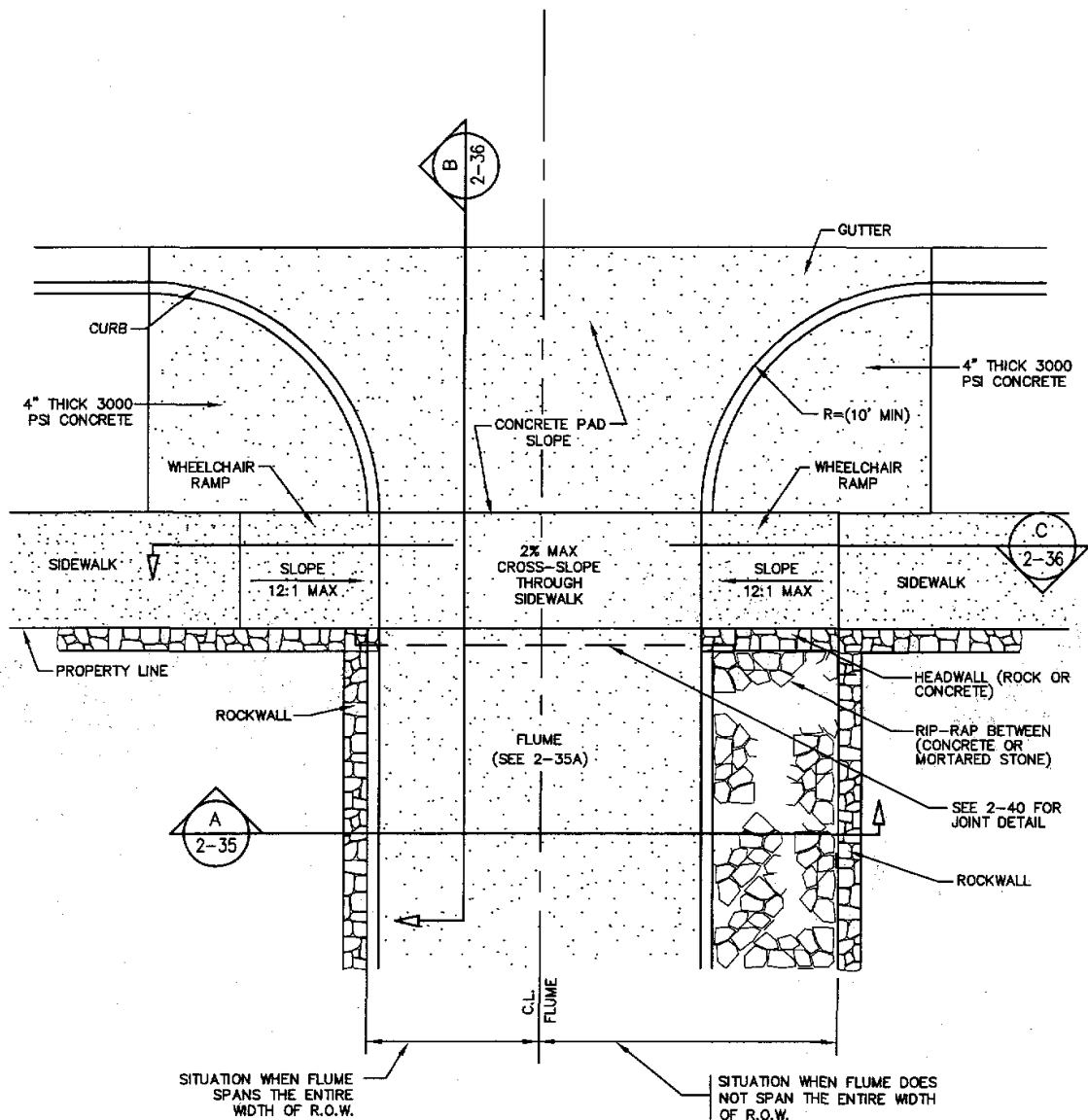
Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QBC/J.R.

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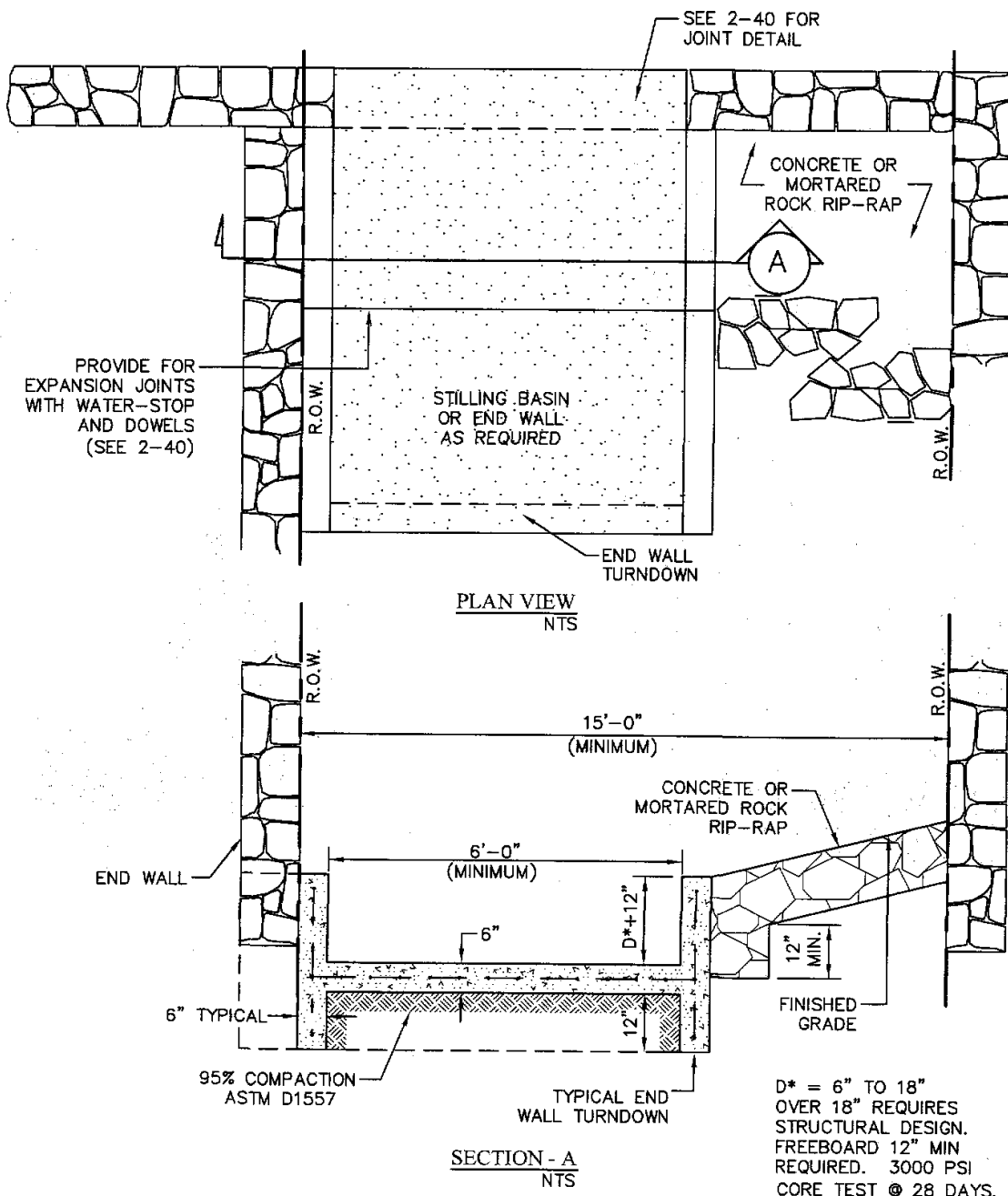
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

FLUME DESIGN
2-34

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QBC/J.R.

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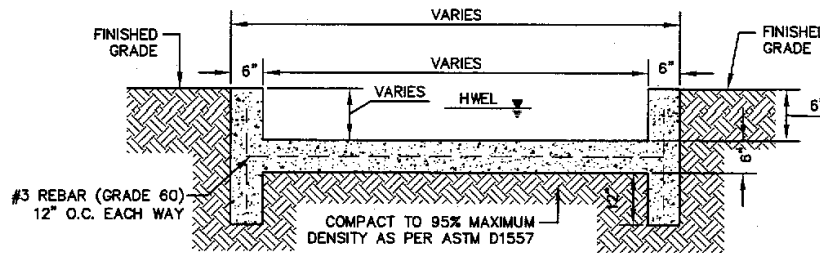
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

CONCRETE FLUME
WITHIN DRAINAGE
R.O.W.
2-35A

Approved By R. A. SHUBERT
Date JUNE 03, 2008

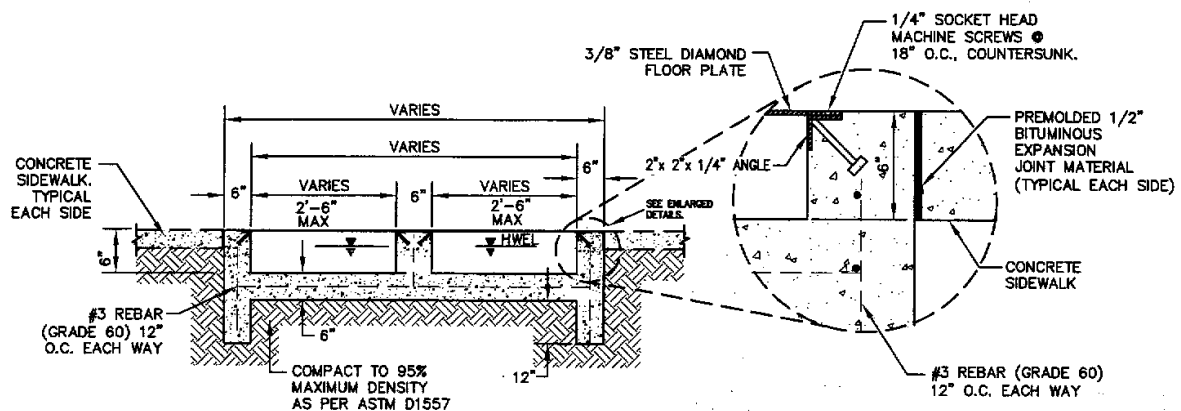
Checked By H. M. E.
Drawn By QEC / J. R.

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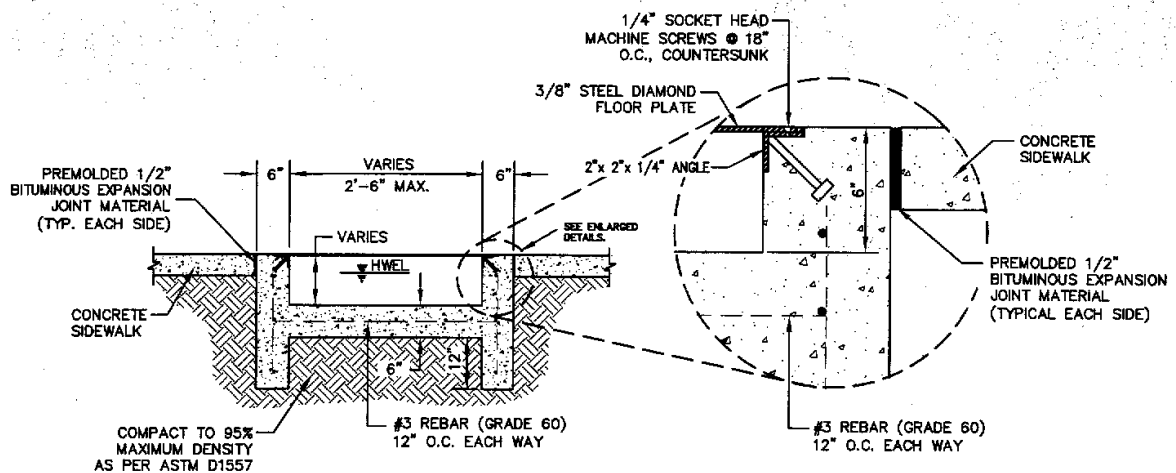
**NOTES:**

1. ALL CONCRETE SHALL BE 3000 PSI COMPRESSIVE STRENGTH @ 28 DAYS.
2. STEEL DIAMOND FLOOR PLATE TO HAVE A MINIMUM OF TWO COATS OF RED OXIDE PRIMER.
3. PLATE COLOR AS SPECIFIED.

CONCRETE FLUME SECTION WITHOUT PLATE



MULTIPLE CONCRETE FLUMES WITH STEEL PLATE COVER



CONCRETE FLUME WITH STEEL PLATE COVER



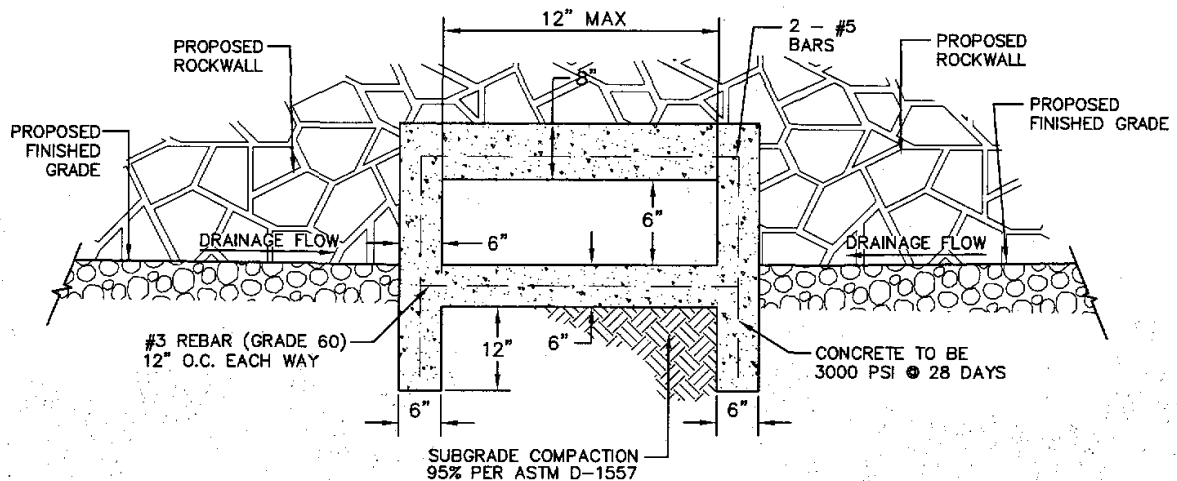
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

TYPICAL CONCRETE
DRAINAGE FLUMES
2-35B

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC/J.R.

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NOTE: FOR OPENINGS WIDER THAN 12". DESIGN ENGINEER SHALL SUBMIT STRUCTURAL DESIGN CALCULATIONS TO BE SUBMITTED AND APPROVED BY THE CITY ENGINEER. WIDER OPENINGS SHALL INCLUDE INTERMEDIATE VERTICAL CONCRETE SUPPORTS AND SAFETY PIPE/GRATING WHERE APPROPRIATE.

SMALL WALL OPENING FOR DRAINAGE

SCALE: NTS



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

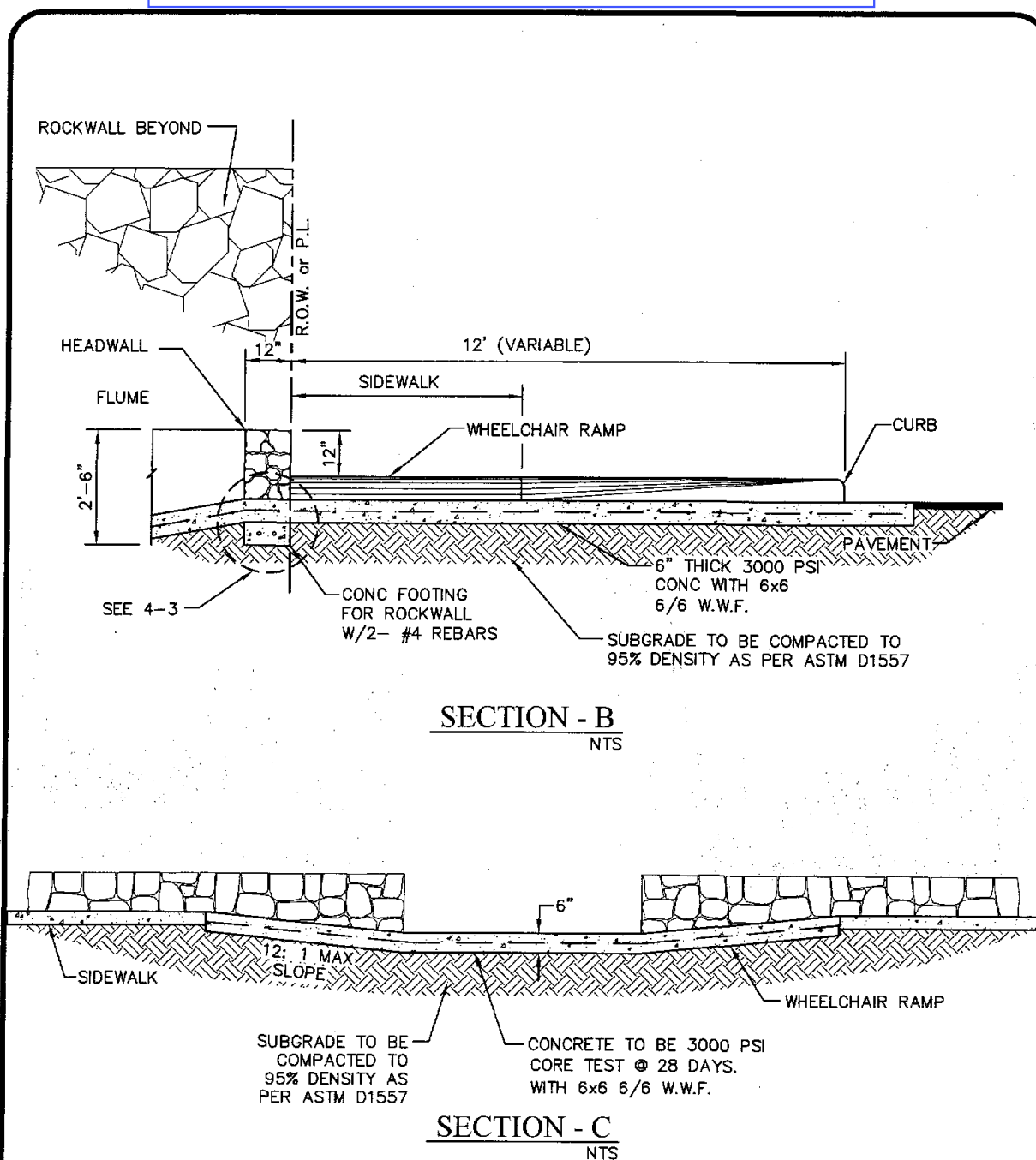
SMALL WALL OPENING
FOR DRAINAGE

2-35C

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC / J. R.

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TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

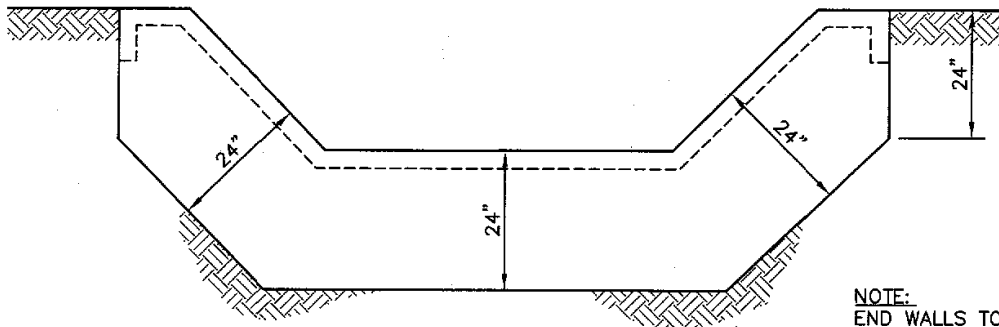
FLUME DESIGN
SECTION

2-36

Approved By R. A. SHUBERT
Date JUNE 03, 2008

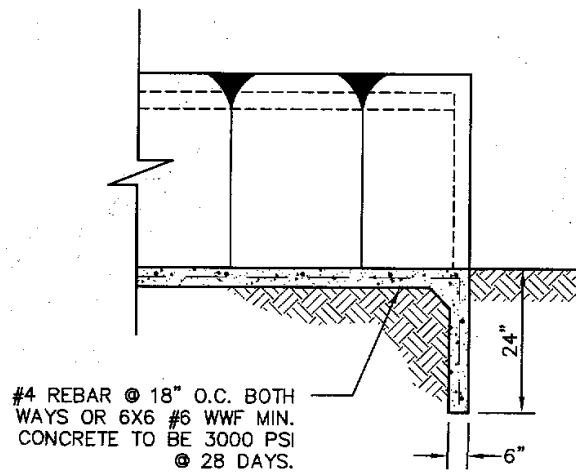
Checked By H. M. E.
Drawn By QEC/J. R.

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NOTE:
END WALLS TO BE PLACED
AT BEGINNING AND END OF
CONCRETE CHANNELS.

END WALL
ELEVATION



END WALL
SECTIONAL VIEW



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

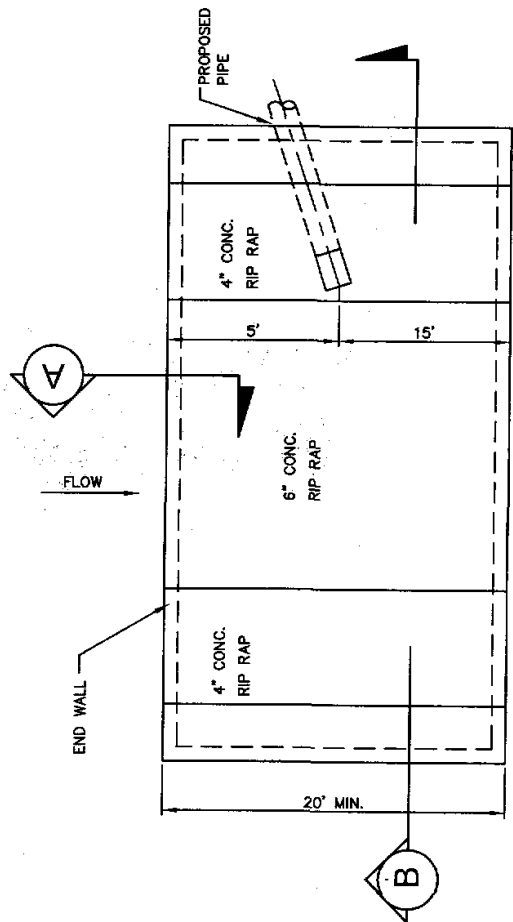
CONCRETE CHANNEL
TYPE I
END WALL DETAIL
2-38

Approved By R. A. SHUBERT
Date JUNE 03, 2008

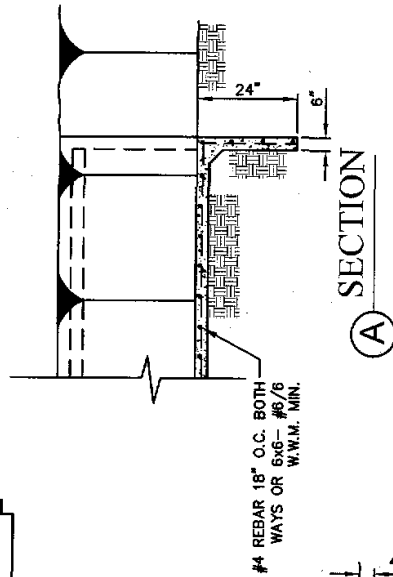
Checked By H. M. E.
Drawn By QEC/J. R.

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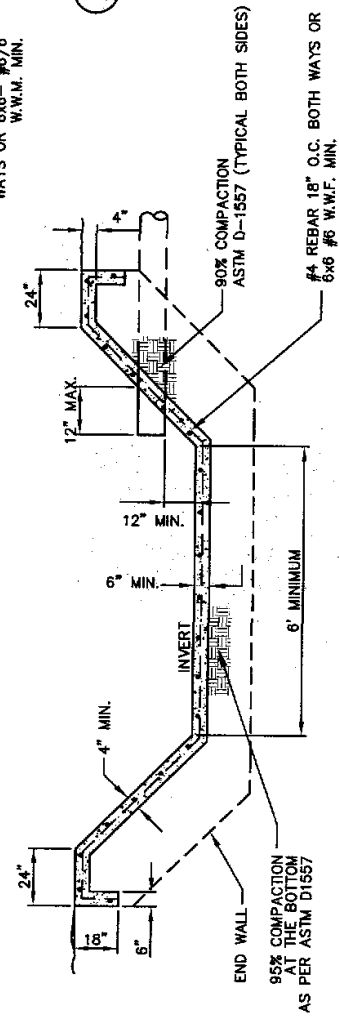
- NOTES:
1. CONCRETE LINING INVERT MUST MATCH MAINTENANCE GRADE AND WIDTH OF CHANNEL.
 2. CONCRETE LINING SHALL BE PLACED 5' UPSTREAM AND 15' DOWNSTREAM OF LINE OF DISCHARGE PIPE (48" MAXIMUM).
 3. ALL CONCRETE TO BE 3000 PSI @ 28 DAYS.
 4. CHANNEL SECTIONS SHALL BE POURED MONOLITHICALLY FROM TOP OF SLOPE TO TOP OF SLOPE



PLAN VIEW



SECTION A



SECTION B



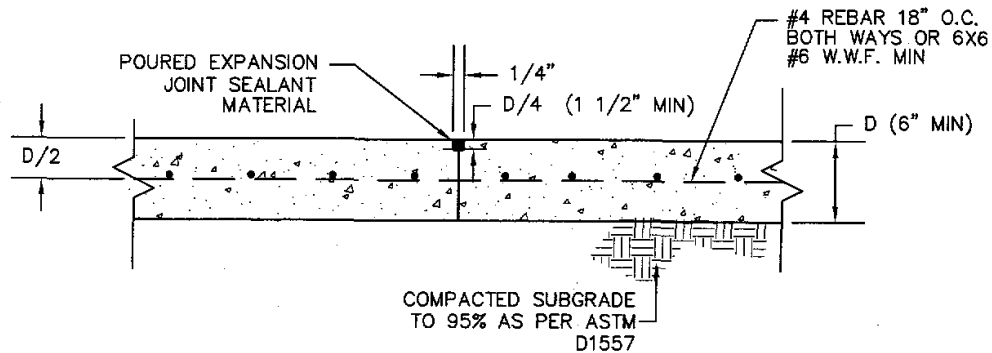
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

CHANNEL LINING AT
PIPE DISCHARGE

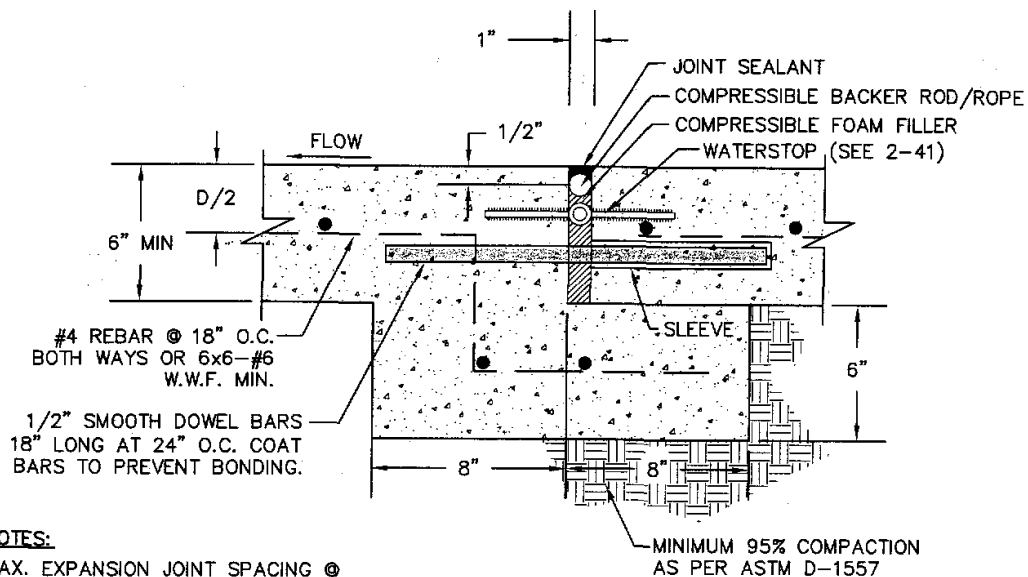
2-39

Approved By R. A. SHUBERT	Checked By H. M. E.
Date JUNE 03, 2008	Drawn By QEC / J. R.

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CONTRACTION JOINT AT 25' O.C.



NOTES:

MAX. EXPANSION JOINT SPACING @ 100 FEET O.C. ALONG C.L. OF CHANNEL.

EXPANSION JOINT



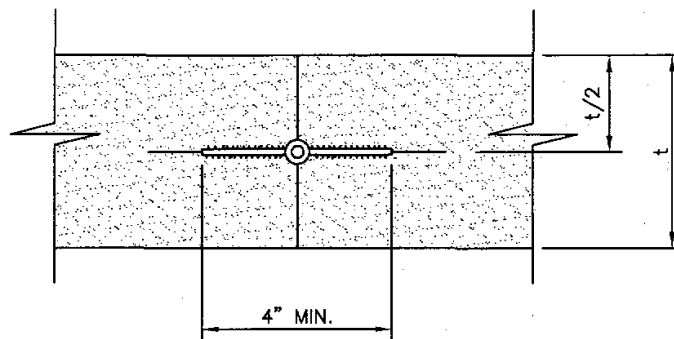
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

CONCRETE JOINTS

2-40

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC/J.R.

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WATERSTOP DETAIL

NOTE:

WATERSTOP SHALL BE GREENSTREAK PVC MATERIAL, SPECIFICATIONS GRADE, 6" X 1/8" AND SERRATED WITH CENTERBULB OR APPROVED SUBSTITUTION BY CITY ENGINEER.



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

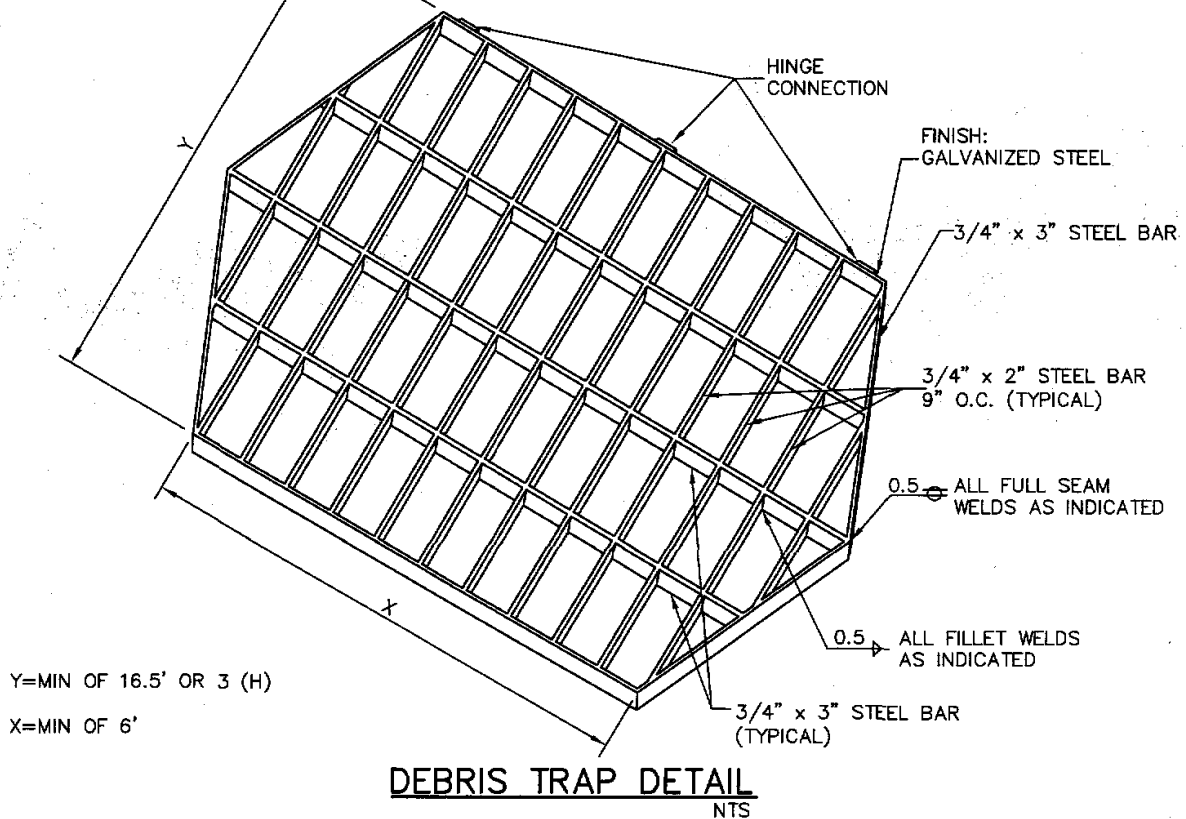
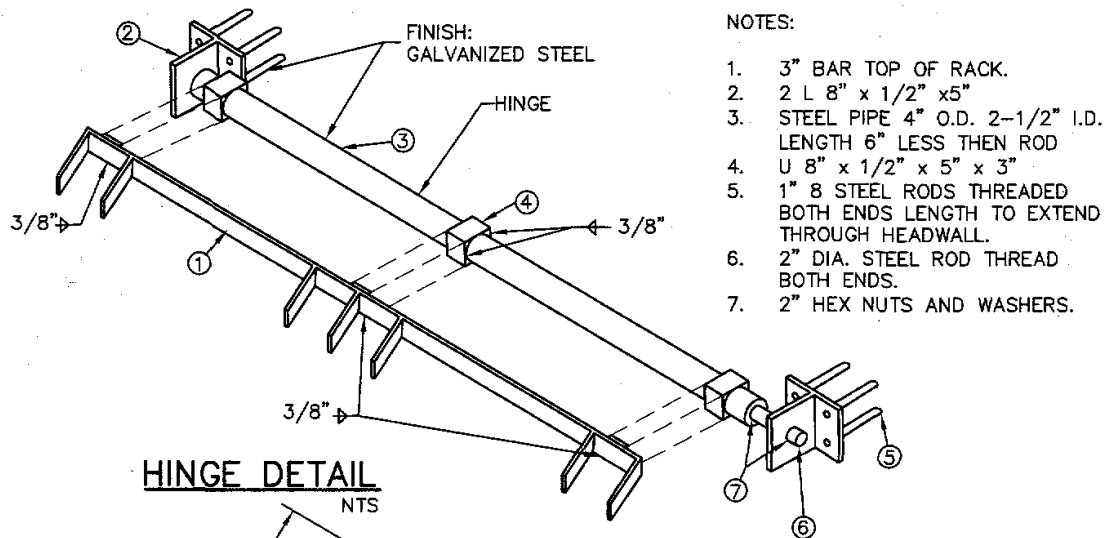
WATERSTOP DETAIL

2-41

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC / J. R.

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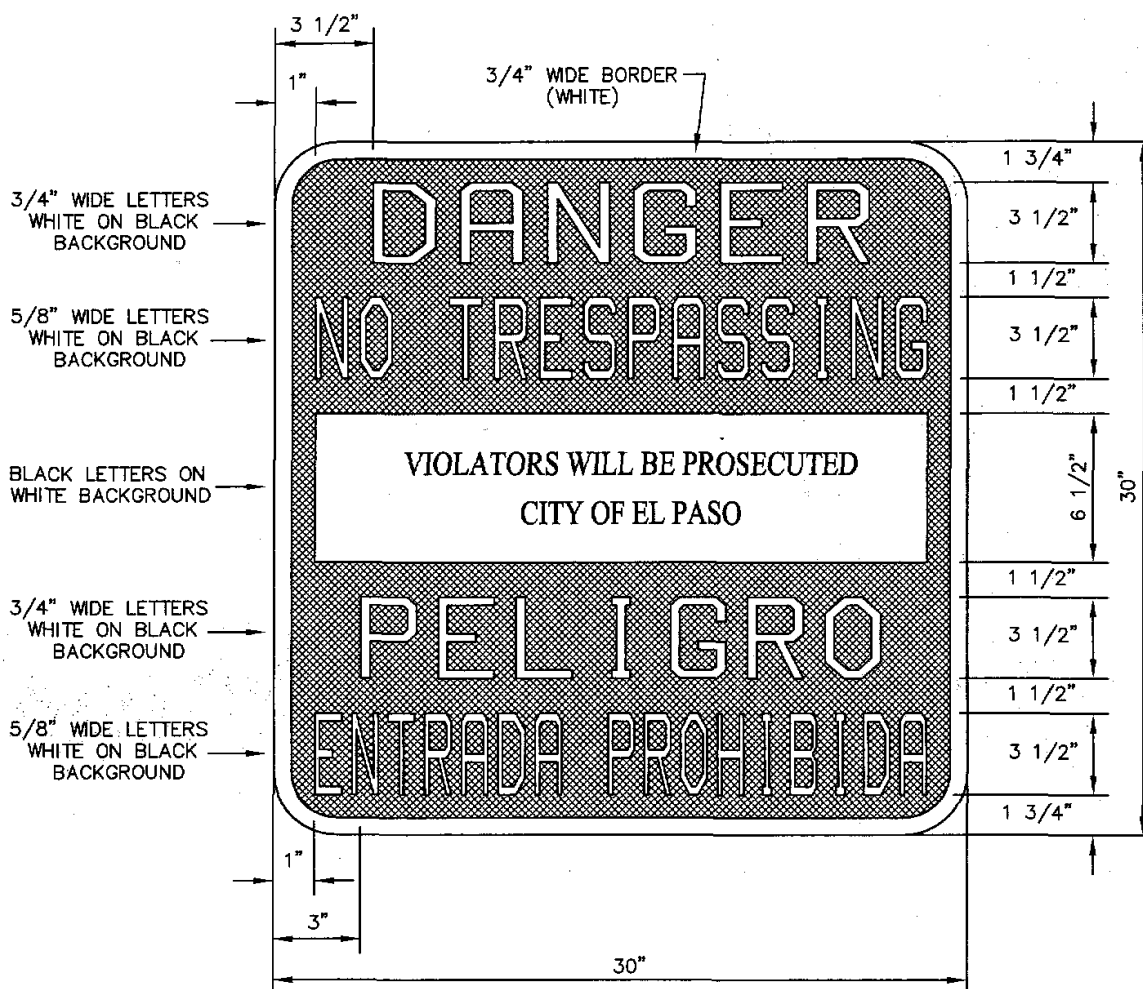
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

DEBRIS TRAP/SAFETY
GRATE
2-42

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC / J. R.

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NO TRESPASSING WARNING SIGN



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

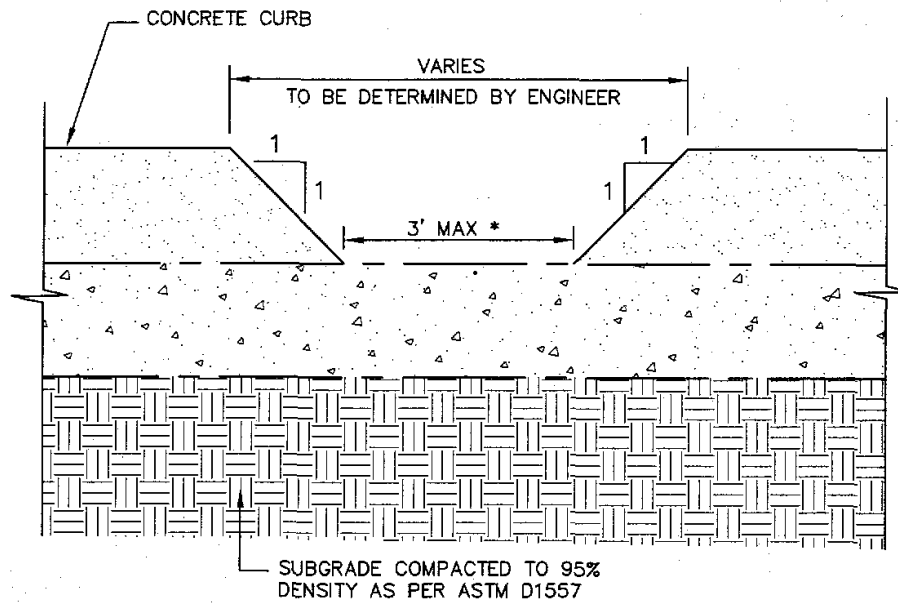
NO TRESPASSING
WARNING SIGN

2-43

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC / I. R.

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CURB OPENING FOR DRAINAGE

SCALE: N.T.S.

* NOTE: 3' MAX UNLESS APPROVAL IS GRANTED BY THE CITY ENGINEER FOR A LARGER OPENING. IF PERMISSION IS GRANTED FOR A WIDER OPENING PROTECTIVE MEASURES SUCH AS PIPE BOLLARDS OR GUARDRAIL SHALL BE USED.



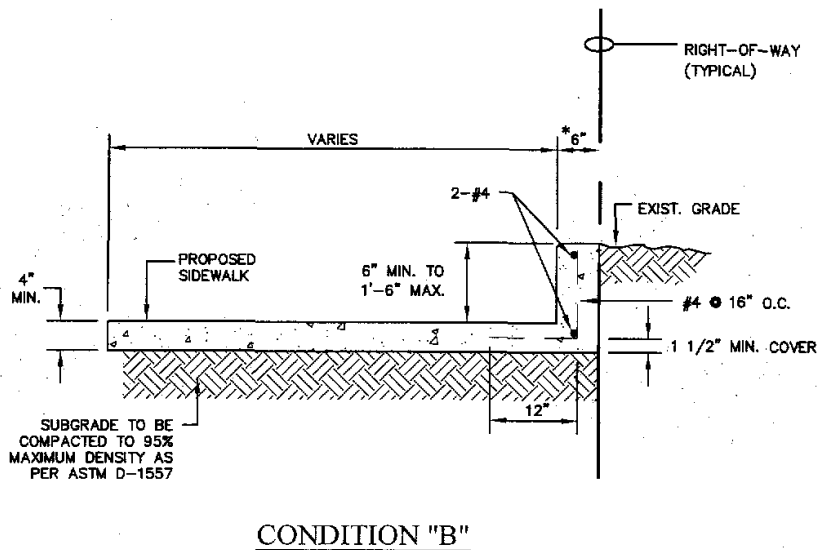
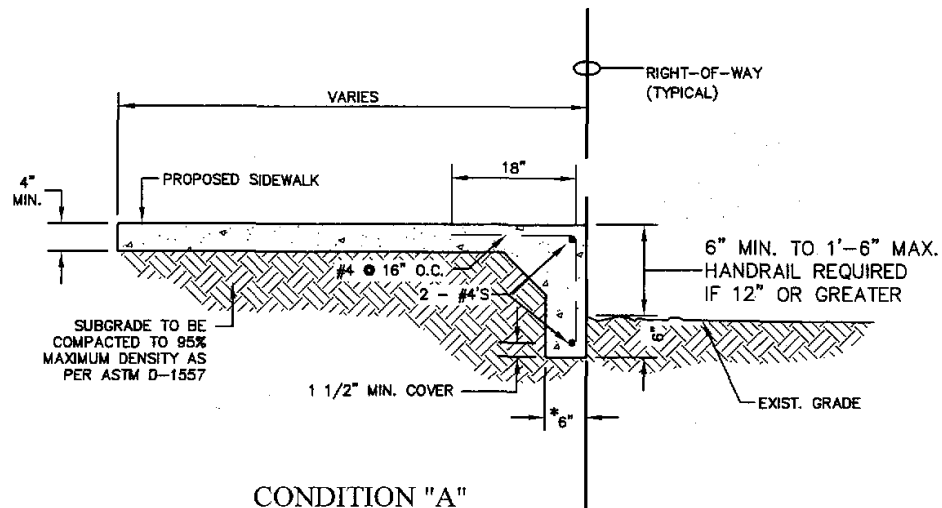
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

CURB OPENING
FOR DRAINAGE
2-44

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC / J. R.

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*NOTE: THICKNESS SHALL BE 8" FOR SECTIONS WITH HANDRAIL.



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

MODIFIED SIDEWALK
DETAILS "A" & "B"

2-45

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC/J.R.

SECTION 3

BACK TO SECTION INDEX PAGE

SECTION 3

STREETS

TITLE	PAGE
STREET CROSS SECTIONS.....	3-1 thru 3-9
LOCAL STREETS.....	3-10
ALLEY CROSS-SECTIONS AND DETAILS.....	3-11
ALLEY CROSS-SECTIONS.....	3-11A
ALLEY DETAILS.....	3-12
FLUSH MEDIAN w/HEADER & RAISED MEDIAN DESIGN.....	3-13
TERMINUS OF STREET.....	3-14
MOUNTAIN RESIDENTIAL STREET.....	3-15
CUL-DE-SAC.....	3-16
"T" CUL-DE-SAC.....	3-17
"Y" CUL-DE-SAC.....	3-18
STUB STREET.....	3-19
CONCRETE BUS PAD (PROPOSED PAVEMENT).....	3-20
CONCRETE BUS PAD (EXISTING PAVEMENT).....	3-21
PAVEMENT THICKNESS DESIGN PROCEDURE.....	3-22A thru 3-24
PAVEMENT THICKNESS DESIGN CHART.....	3-25 thru 3-26
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FOR CONSTRUCTION

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Approved By <u>R. A. SHUBERT</u>	Checked By <u>H. M. E.</u>
Date <u>JUNE 03, 2008</u>	Drawn By <u>QEC / J. R.</u>

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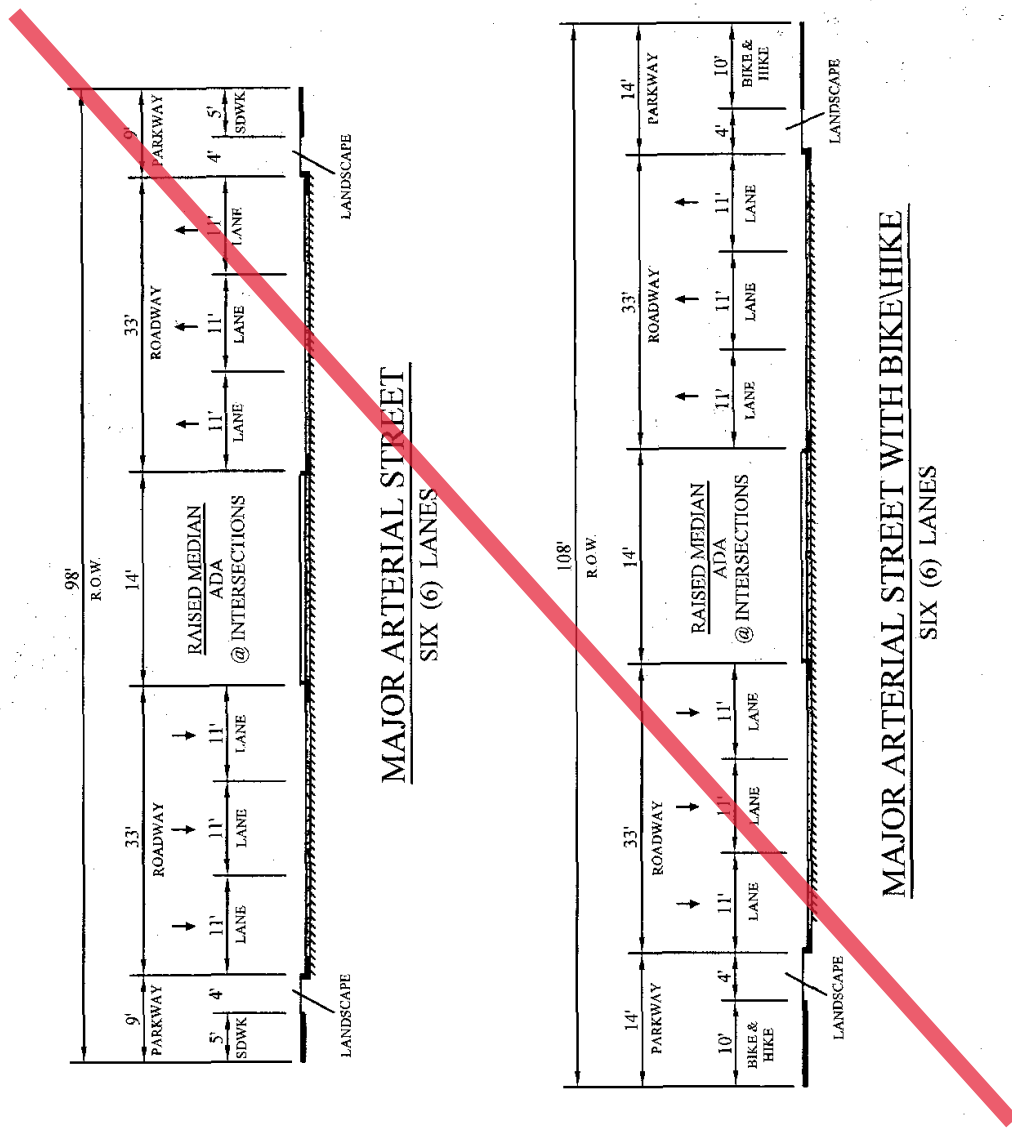


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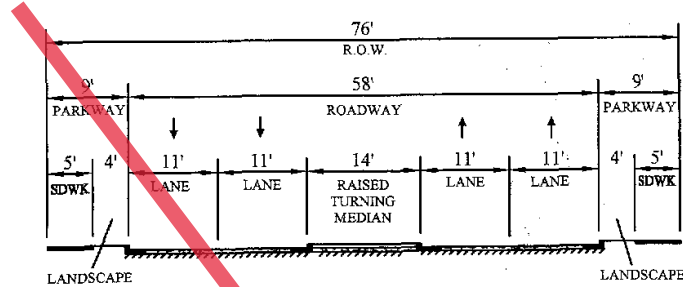
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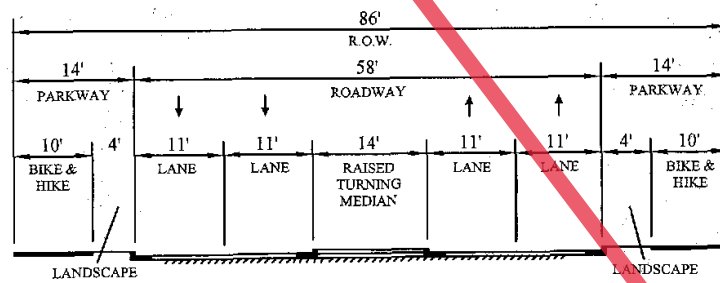
3-1

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MINOR ARTERIAL STREET
FOUR (4) LANES



MINOR ARTERIAL STREET WITH BIKE/HIKE
FOUR (4) LANES



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ENGINEERING DEPARTMENT
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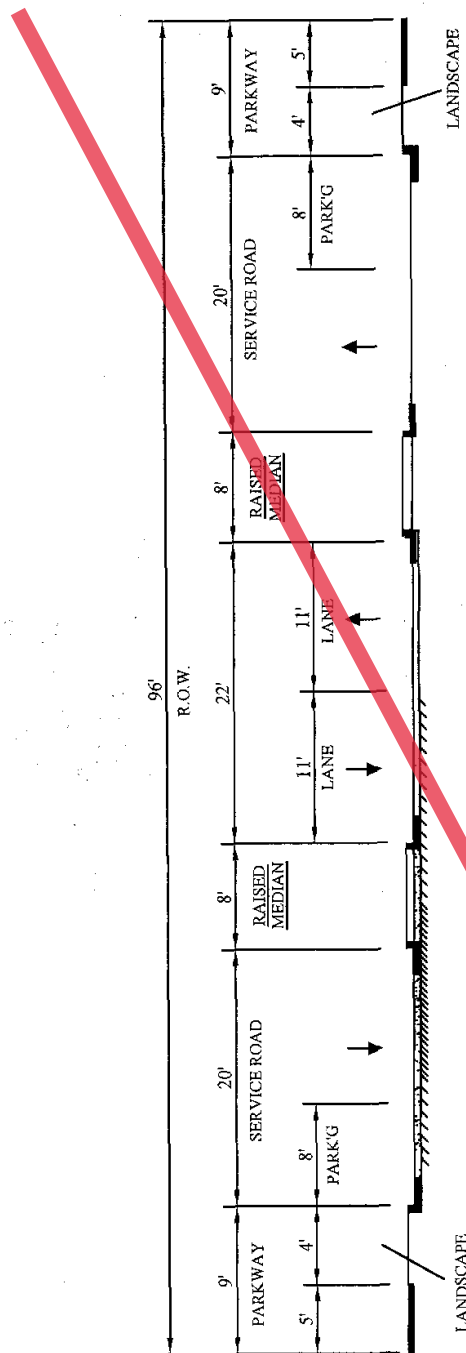
STREET CROSS-SECTIONS

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BOULEVARD

CAN BE DESIGNED TO PROVIDE FOR ANGLE PARKING



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FOR CONSTRUCTION

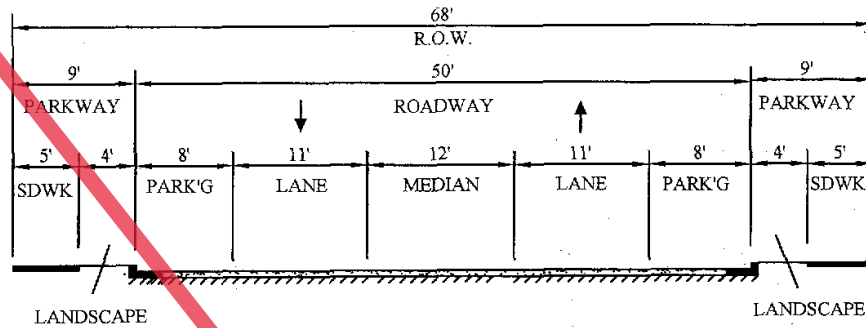
STREET CROSS- SECTIONS

3-3

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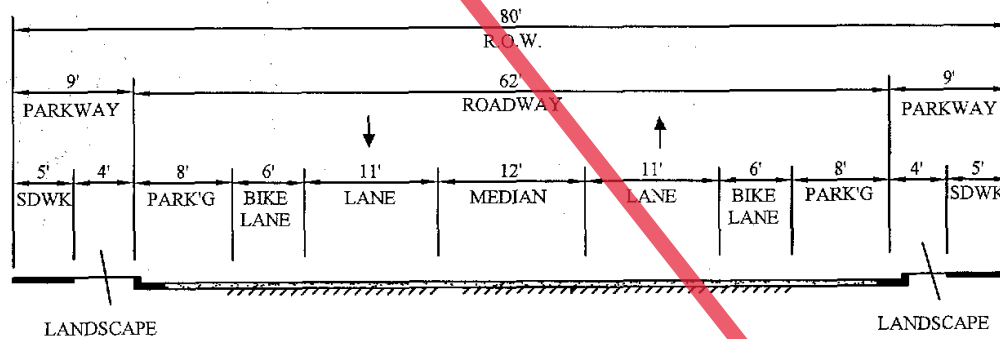
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NON-RESIDENTIAL COLLECTOR

CAN BE DESIGNED TO PROVIDE FOR ANGLE PARKING
MEDIAN MAY BE RAISED



NON-RESIDENTIAL COLLECTOR WITH BIKE LANES

CAN BE DESIGNED TO PROVIDE FOR ANGLE PARKING
MEDIAN MAY BE RAISED



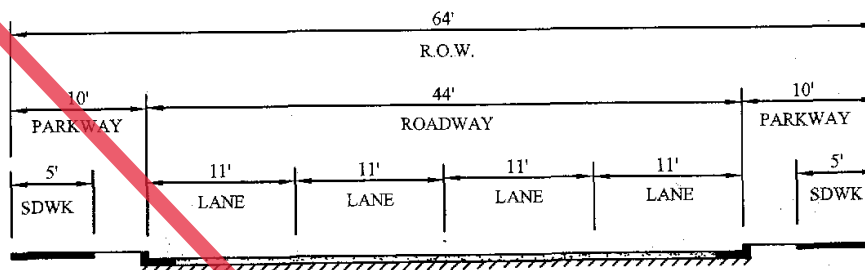
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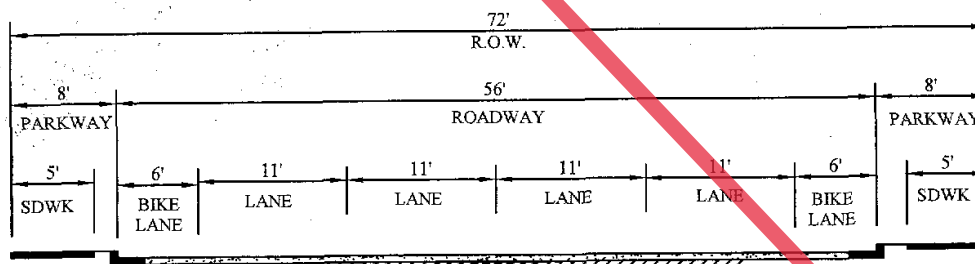
3-4

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NON-RESIDENTIAL 4 LANE COLLECTOR



NON-RESIDENTIAL 4 LANE COLLECTOR
WITH BIKE LANES



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DESIGN STANDARDS
FOR CONSTRUCTION

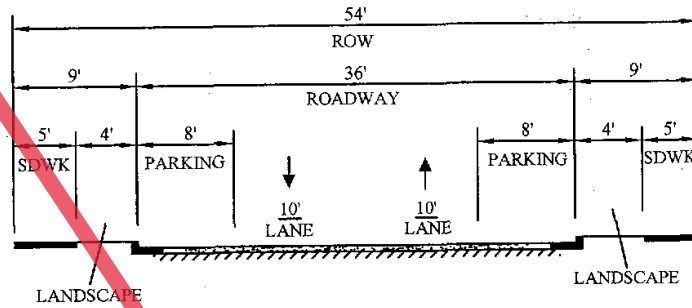
STREET CROSS-SECTIONS

3-5

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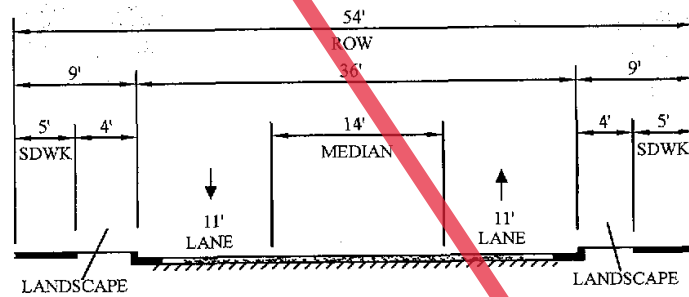
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RESIDENTIAL COLLECTOR

CAN BE DESIGNED TO PROVIDE FOR ANGLE PARKING



RESIDENTIAL COLLECTOR STREET SECTION

TWO (2) LANES

CAN BE DESIGNED TO PROVIDE FOR ANGLE PARKING



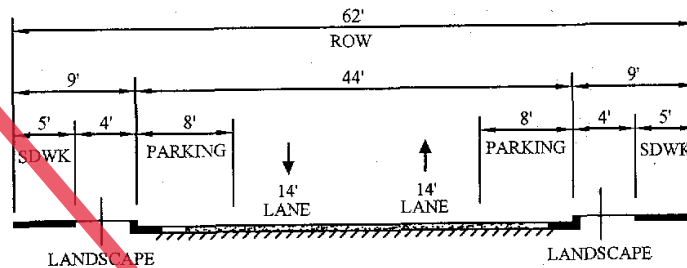
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STREET CROSS-SECTIONS

3-6

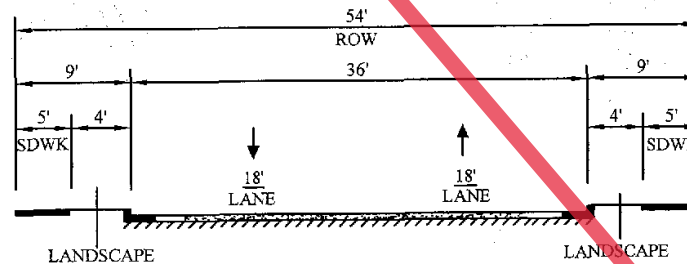
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MULTI-FAMILY & COMMERCIAL/INDUSTRIAL LOCAL STREET 1

CAN BE DESIGNED TO PROVIDE FOR ANGLE PARKING



MULTI-FAMILY & COMMERCIAL/INDUSTRIAL LOCAL STREET 2

CAN BE DESIGNED TO PROVIDE FOR ANGLE PARKING



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DESIGN STANDARDS
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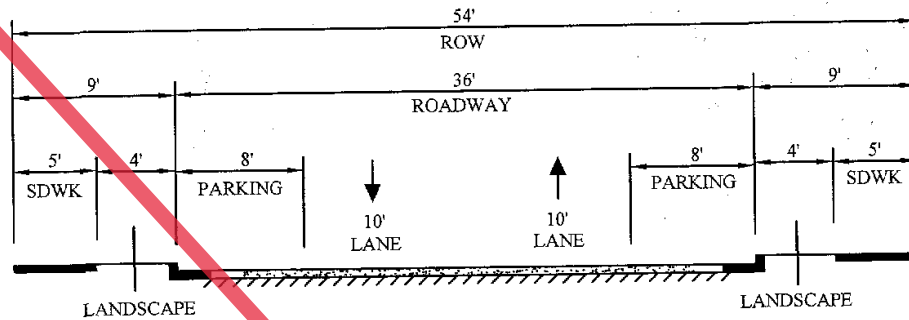
STREET CROSS-SECTIONS

3-7

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Date JUNE 03, 2008

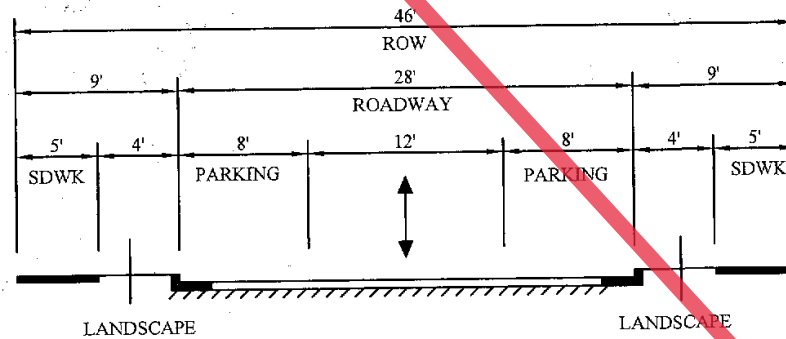
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36' LOCAL RESIDENTIAL 1

NOTE: CROSS SECTIONS ARE MINIMUM, STANDARD REQUIREMENTS



28' LOCAL RESIDENTIAL 2

NOTE: CROSS SECTIONS ARE MINIMUM, STANDARD REQUIREMENTS



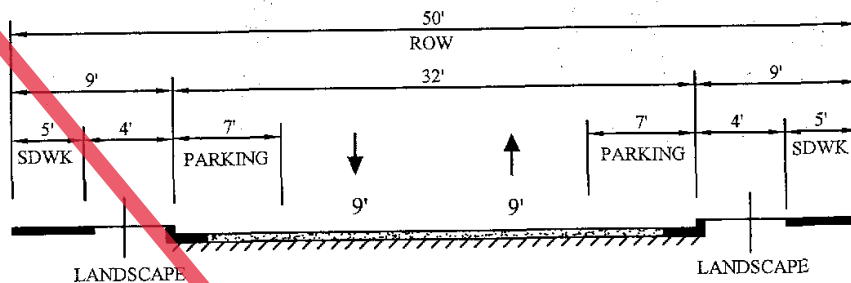
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STREET CROSS -SECTIONS

3-8

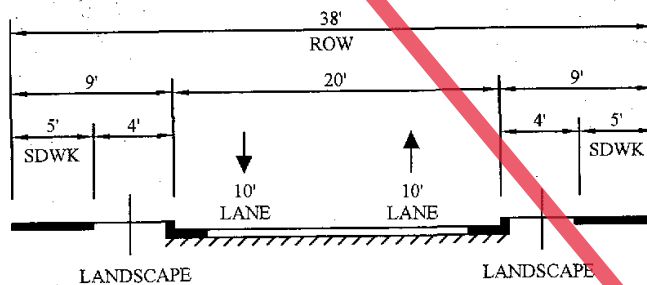
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32' LOCAL RESIDENTIAL 3

NOTE: CROSS SECTIONS ARE MINIMUM, STANDARD REQUIREMENTS



20' RESIDENTIAL LANE NO PARKING



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ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

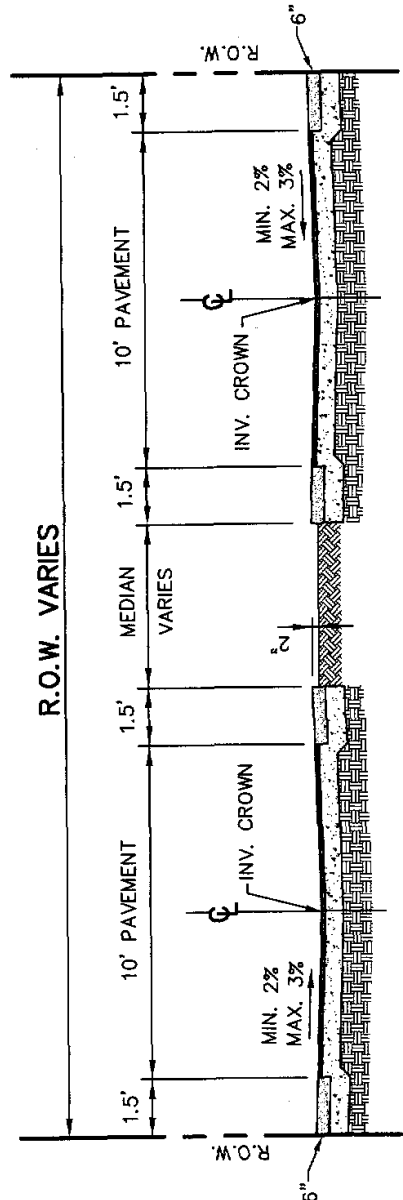
STREET CROSS-SECTIONS

3-9

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DIVIDED MOUNTAIN RESIDENTIAL STREET

NOTES:

1. WITHIN A DIVIDED RESIDENTIAL STREET, THE MEDIAN MAY BE DESIGNED TO PERMIT A SWALE FOR DRAINAGE PURPOSES.
2. HEADER CURBING AS A MINIMUM SHALL BE REQUIRED, HOWEVER, STANDARD CURBING SHALL BE ALLOWED.
3. STREET CROSS-SECTION TO BE INVERTED CROWN.
4. GRADES IN EXCESS OF 11% MUST BE APPROVED BY THE CITY ENGINEER AND FIRE DEPARTMENT, BUT IN NO CASE SHALL GRADES EXCEED 15%.
5. GRADES AT INTERSECTION IN EXCESS OF 3% SHALL HAVE THE APPROVAL OF THE CITY ENGINEER.
6. MINIMUM MEDIAN WIDTH - FOUR (4') FEET.



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FOR CONSTRUCTION

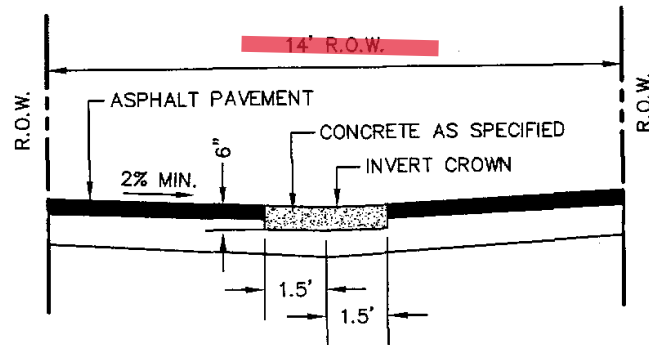
LOCAL STREETS

3-10

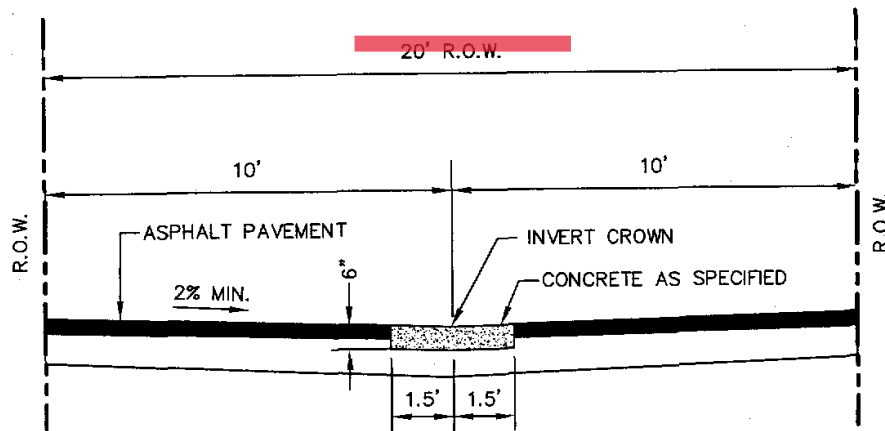
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ALLEY
ONE (1) WAY LANE



ALLEY
TWO (2) LANES

NOTES:

1. ONE (1)-THREE FOOT CONCRETE VALLEY GUTTER LOCATED AT THE CENTERLINE OF THE RIGHT-OF-WAY WHEN THE LONGITUDINAL SLOPE OF THE ALLEY IS LESS THAN ONE (1) PERCENT, AND DRAINAGE IS TO BE CARRIED WITHIN THE ALLEY.
2. NO CONCRETE VALLEY GUTTER REQUIRED WHEN LONGITUDINAL SLOPE OF THE ALLEY IS EQUAL OR GREATER THAN ONE (1) PERCENT.



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FOR CONSTRUCTION

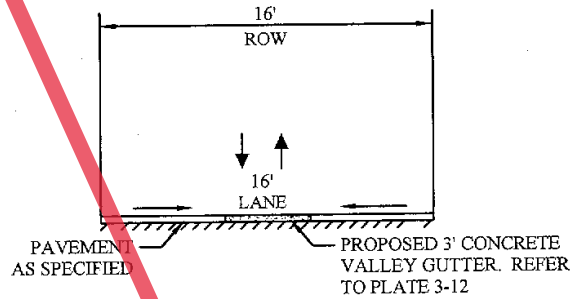
ALLEY CROSS-SECTIONS
AND DETAILS

3-11

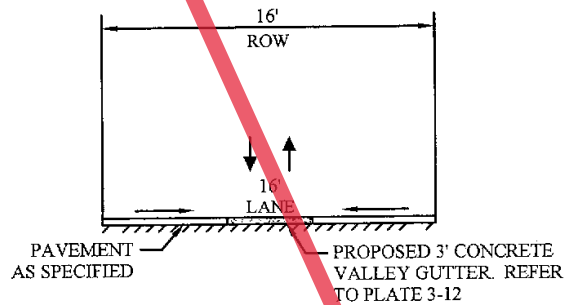
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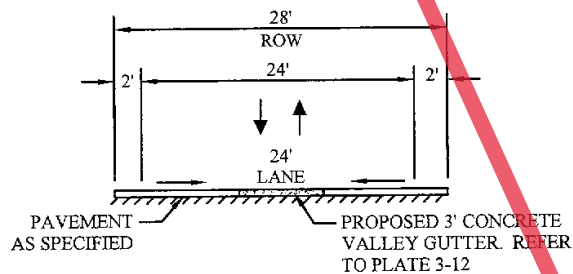
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16' ALLEY NO PARKING



16' ALLEY SINGLE FAMILY RESIDENTIAL



28' ALLEY COMMERCIAL/INDUSTRIAL/MULTI-FAMILY



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ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

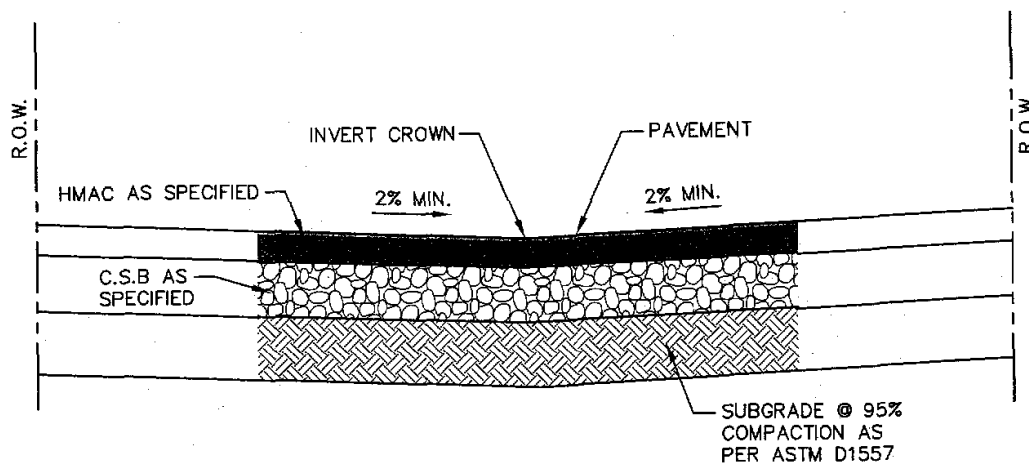
ALLEY CROSS-SECTIONS

3-11A

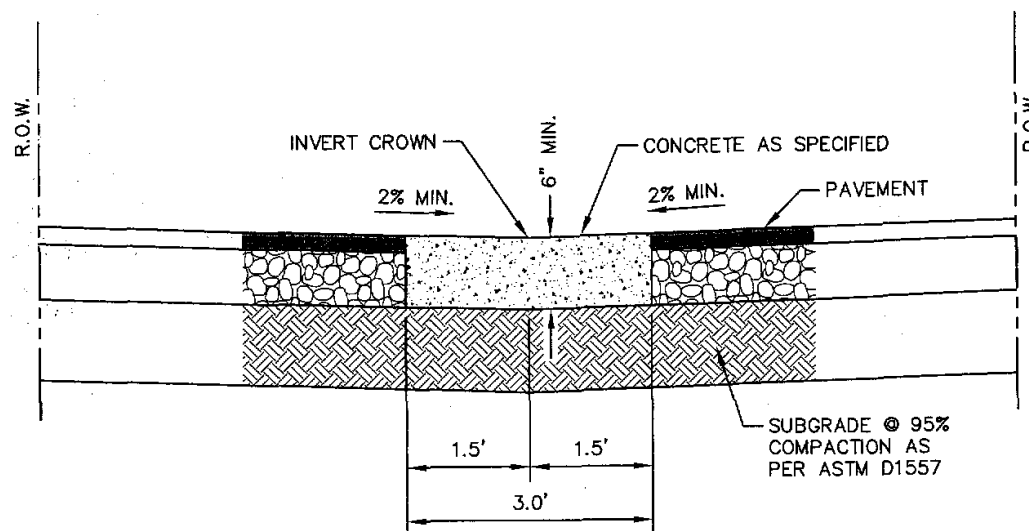
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ALLEY PAVEMENT



VALLEY GUTTER

NOTES:

COMPRESSIVE STRENGTH OF CONCRETE SHALL BE $F_C = 3000$ P.S.I. MINIMUM



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ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

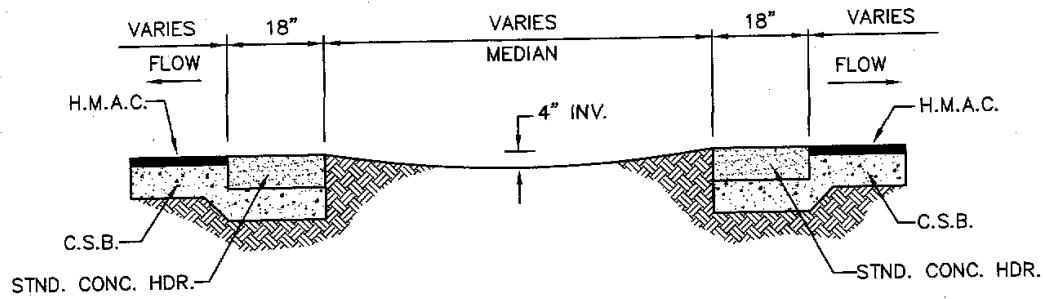
ALLEY DETAILS

3-12

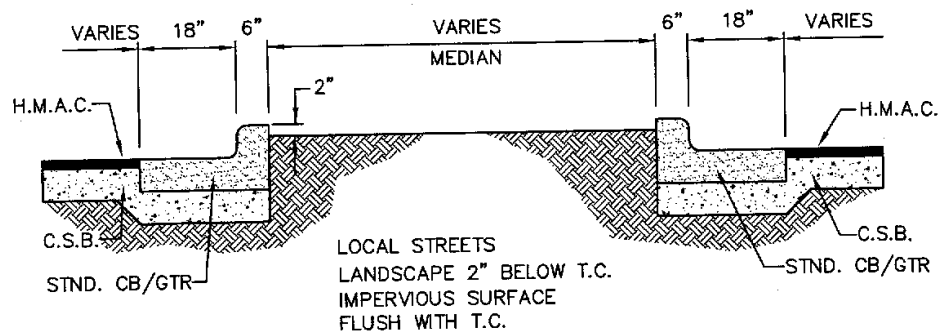
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FLUSH MEDIAN WITH HEADER DESIGN



RAISED MEDIAN DESIGN

NOTE:

THE MEDIAN MAY BE DESIGNED TO PERMIT A SWALE FOR DRAINAGE PURPOSES.



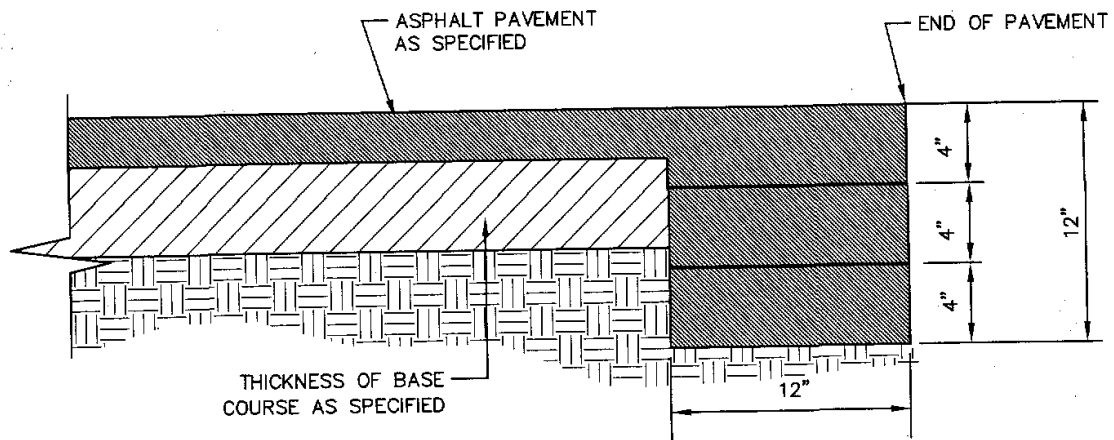
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

FLUSH MEDIAN W/HEADER
& RAISED MEDIAN DESIGN

3-13

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TERMINUS OF STREET

NOTE:

TERMINUS MUST BE CONSTRUCTED IN 4" LIFTS. FINAL LIFT MUST BE PLACED WITH FINAL PAVEMENT COURSE. COMPACTION REQUIREMENTS SHALL BE 98% MINIMUM AS PER ASTM D1557 OR AS RECOMMENDED BY THE PROJECT GEOTECHNICAL ENGINEER.



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ENGINEERING DEPARTMENT
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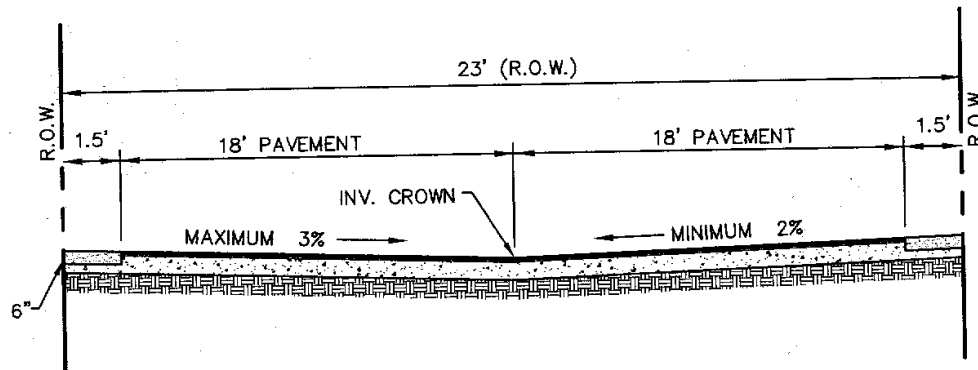
TERMINUS OF STREET

3-14

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MOUNTAIN RESIDENTIAL STREET
TWO (2) LANES ONLY ON (M.D.A.)

1. 18" x 6" HEADER CURB.
2. MINIMUM 23 FOOT RIGHT-OF-WAY.
3. STREET CROSS-SECTION TO BE INVERTED CROWN. (REFER TO NOTE No. 7).
4. GRADES IN EXCESS OF 11% MUST BE APPROVED BY THE CITY ENGINEER AND FIRE DEPARTMENT, BUT IN NO CASE SHALL GRADES EXCEED 18%.
5. GRADES AT INTERSECTIONS IN EXCESS OF 3% SHALL HAVE THE APPROVAL OF THE CITY ENGINEER.
6. HEADER CURBING AS A MINIMUM SHALL BE REQUIRED, HOWEVER, STANDARD CURBING SHALL BE PERMITTED.
7. A CROWNED SECTION CAN BE USED IN LIEU OF AN INVERTED CROWN WITH THE APPROVAL OF THE CITY ENGINEER.

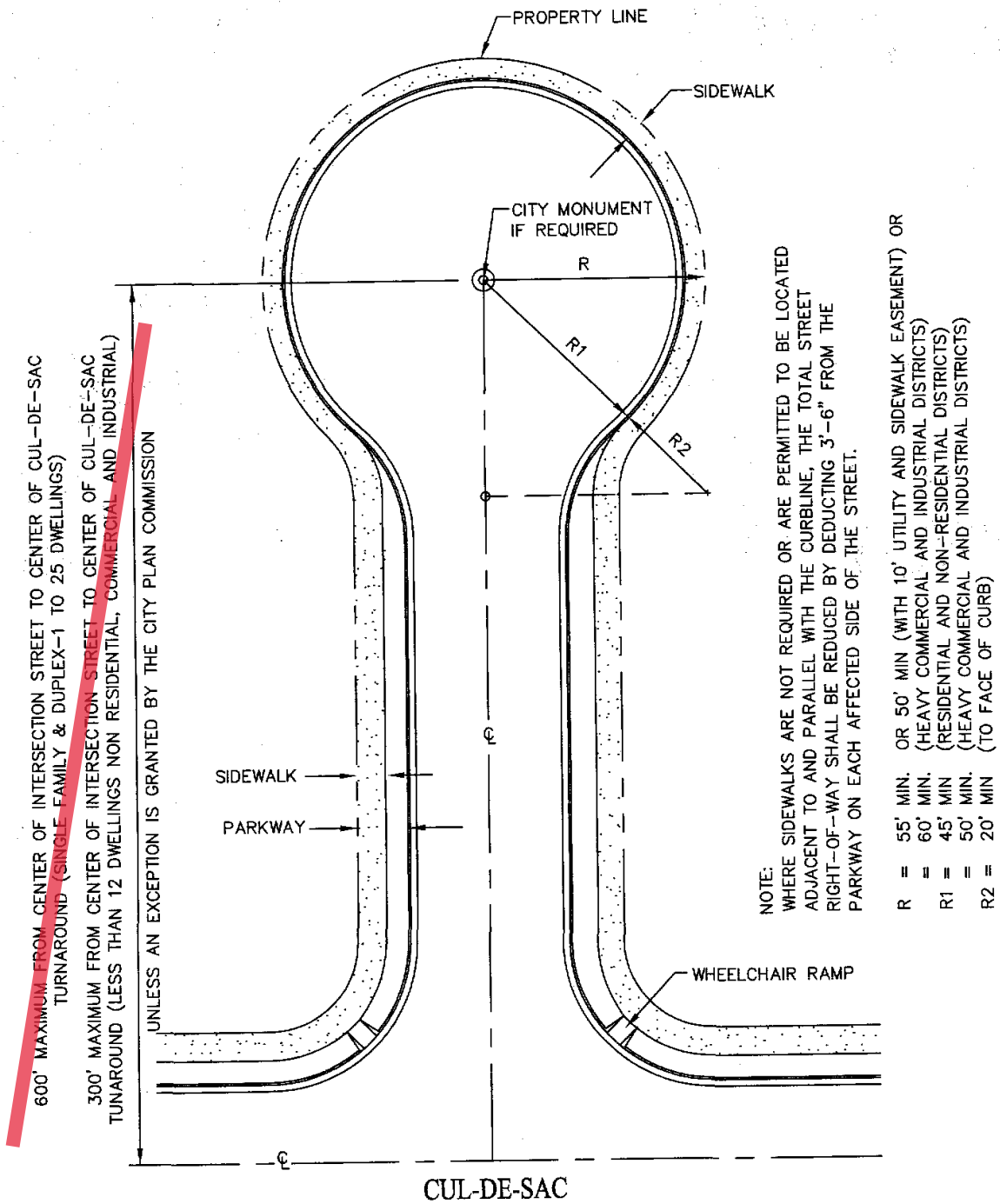


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ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

MOUNTAIN
 RESIDENTIAL STREET
 3-15

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ENGINEERING DEPARTMENT

DESIGN STANDARDS
FOR CONSTRUCTION

CUL-DE-SAC

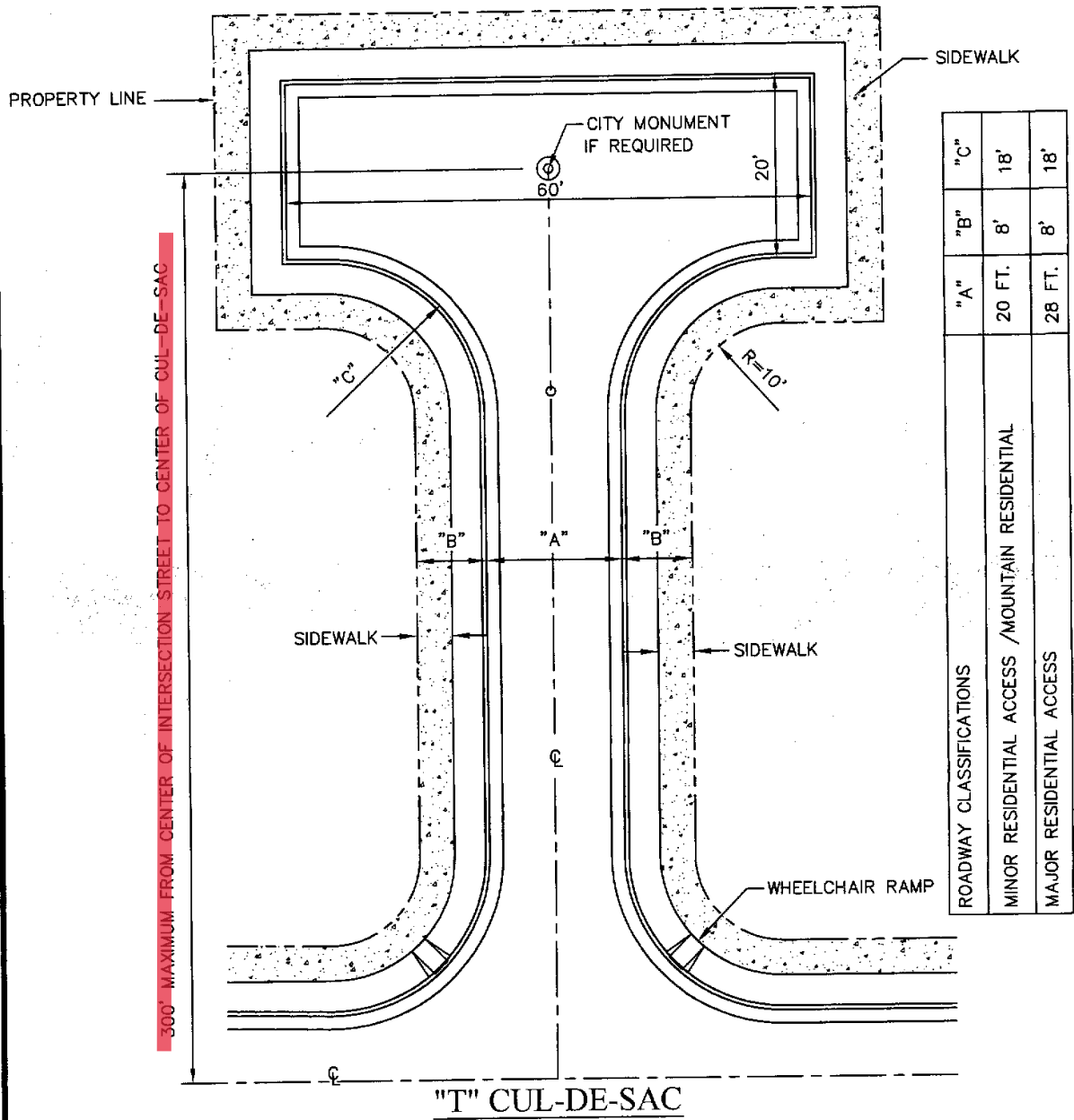
3-16

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NOTE:
WHERE SIDEWALKS ARE NOT REQUIRED OR ARE PERMITTED TO BE LOCATED ADJACENT TO AND PARALLEL WITH THE CURBLINE, THE TOTAL STREET RIGHT-OF-WAY SHALL BE REDUCED BY DEDUCTING 3'-6" FROM THE PARKWAY ON EACH AFFECTED SIDE OF THE STREET.

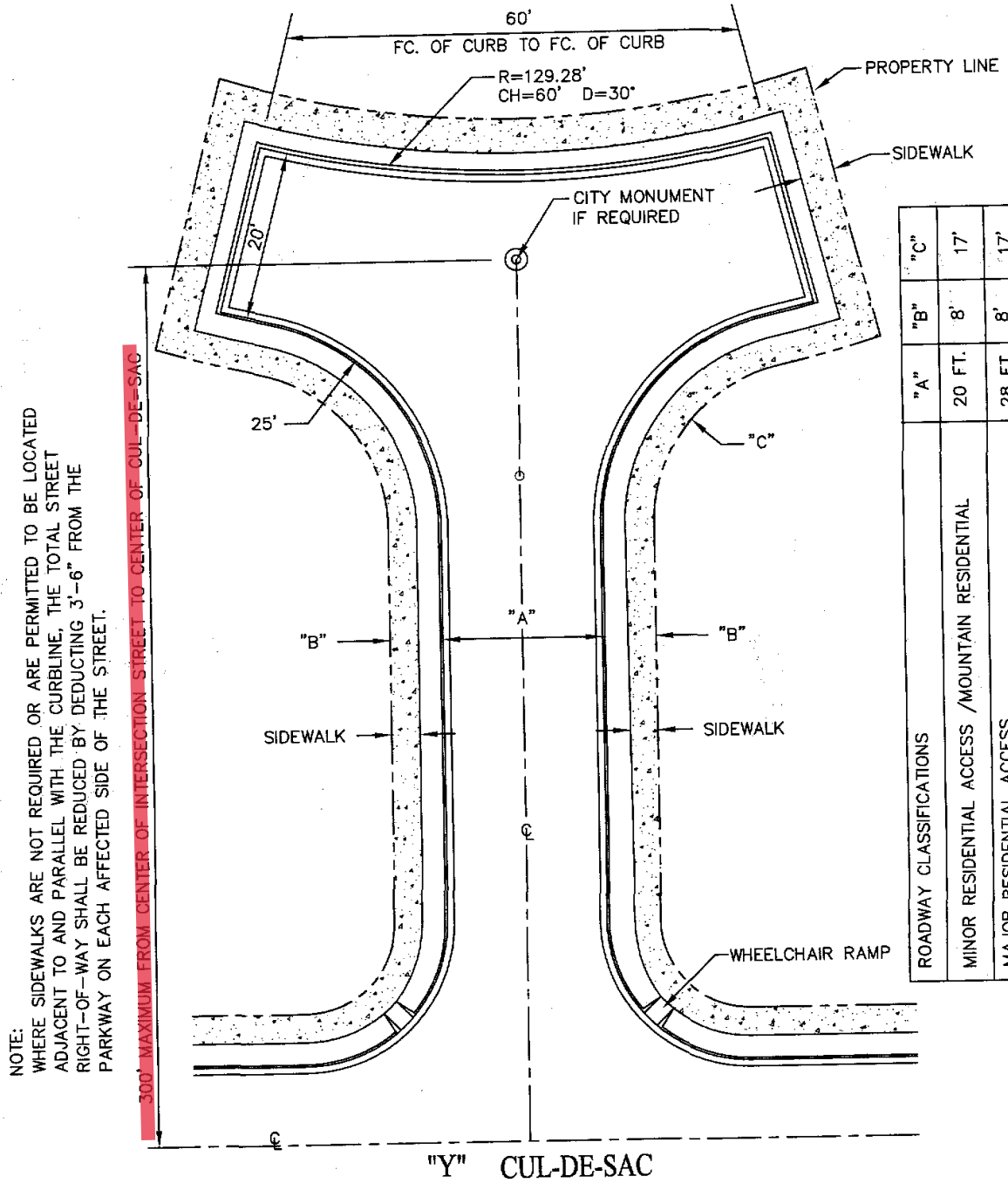


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"T" CUL-DE-SAC
3-17

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ROADWAY CLASSIFICATIONS	"A"	"B"	"C"
MINOR RESIDENTIAL ACCESS / MOUNTAIN RESIDENTIAL	20 FT.	8'	17'
MAJOR RESIDENTIAL ACCESS	28 FT.	8'	17'



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FOR CONSTRUCTION

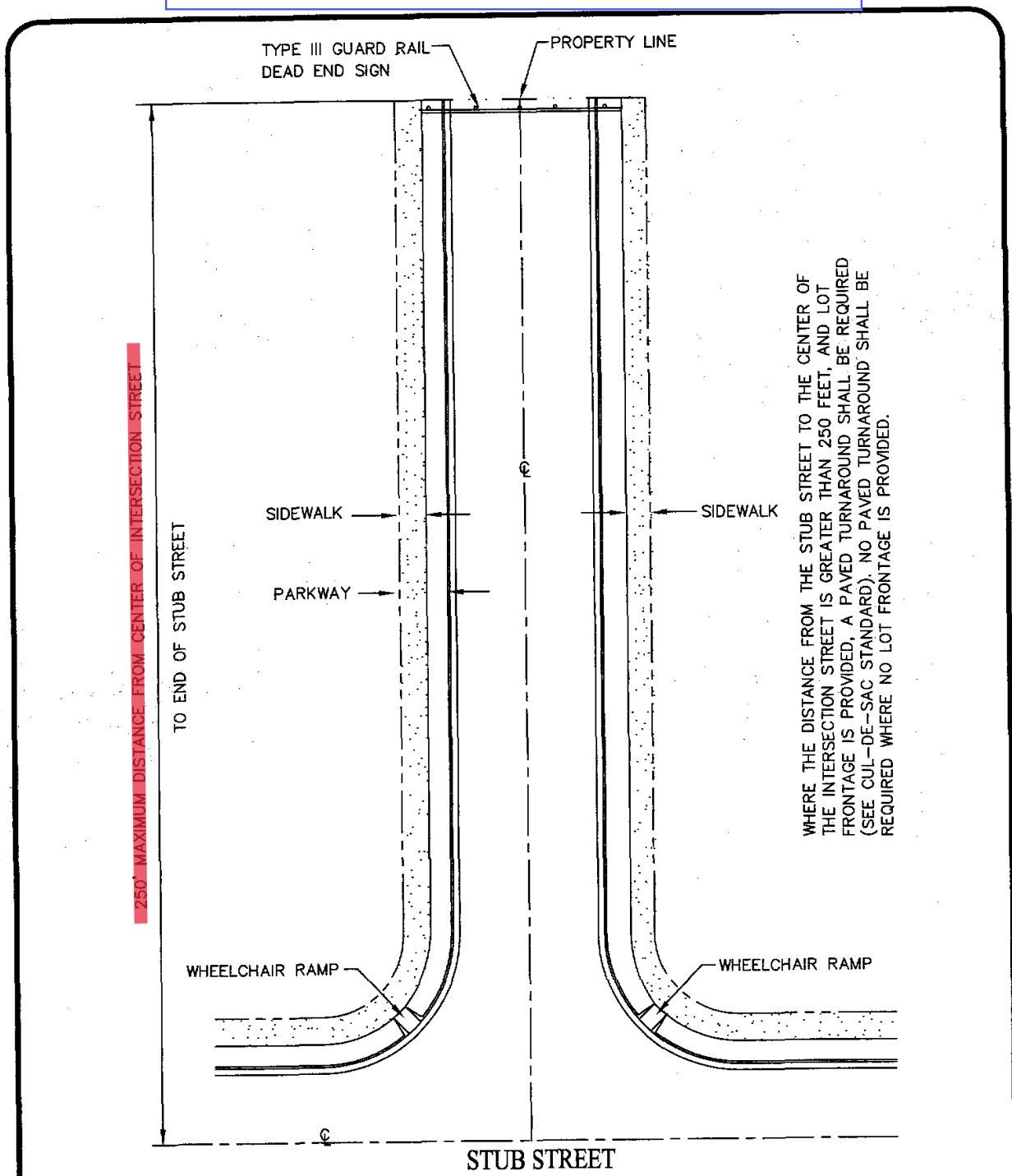
"Y" CUL-DE-SAC

3-18

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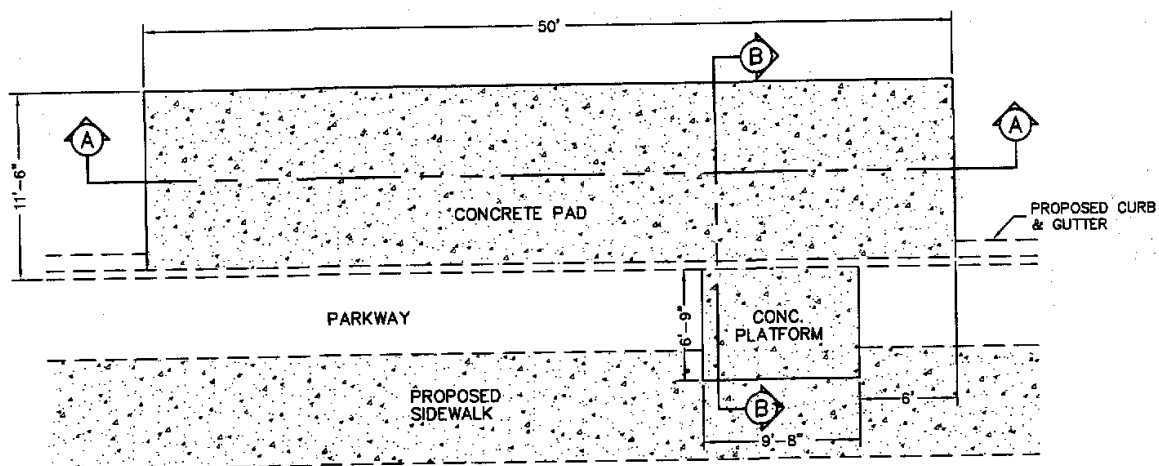
STUB STREET

3-19

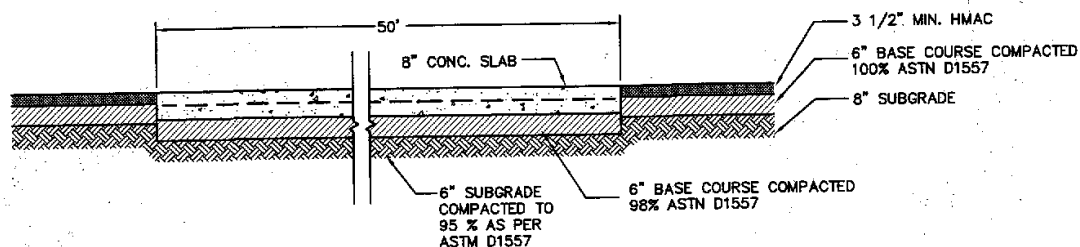
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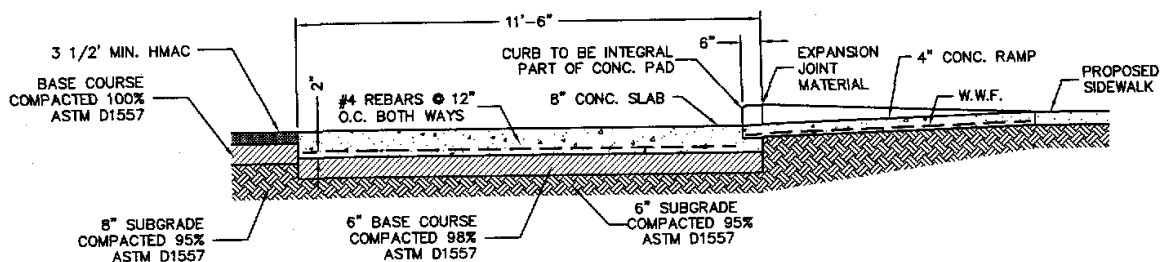
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PLAN : CONC. BUS PAD



SECTION A-A



SECTION B-B

NOTE

WHERE NEW BUS STOP PADS ARE CONSTRUCTED AT BUS STOPS, BAY OR OTHER AREAS WHERE A LIFT OR RAMP IS TO BE DEPLOYED, THEY SHALL HAVE A FIRM, STABLE SURFACE; A MIN. CLEAR LENGTH OF 96 INCHES (MEASURED FROM THE CURB OR VEHICLE ROADWAY EDGE) AND A MIN. CLEAR WIDTH OF 60 INCHES (MEASURED PARALLEL TO THE VEHICLE ROADWAY) TO THE MAXIMUM EXTENT ALLOWED BY LEGAL OR SITE CONSTRAINTS; AND SHALL BE CONNECTED TO STREETS, SIDEWALK OR PEDESTRIAN PATHS BY AN ACCESSIBLE ROUTE COMPLYING WITH T.A.S. THE SLOPE OF THE PAD PARALLEL TO THE ROADWAY SHALL, TO THE EXTENT PRACTICABLE, BE THE SAME AS THE ROADWAY. FOR WATER DRAINAGE A MAXIMUM SLOPE OF 1:50 (2%) PERPENDICULAR TO THE ROADWAY IS ALLOWED.



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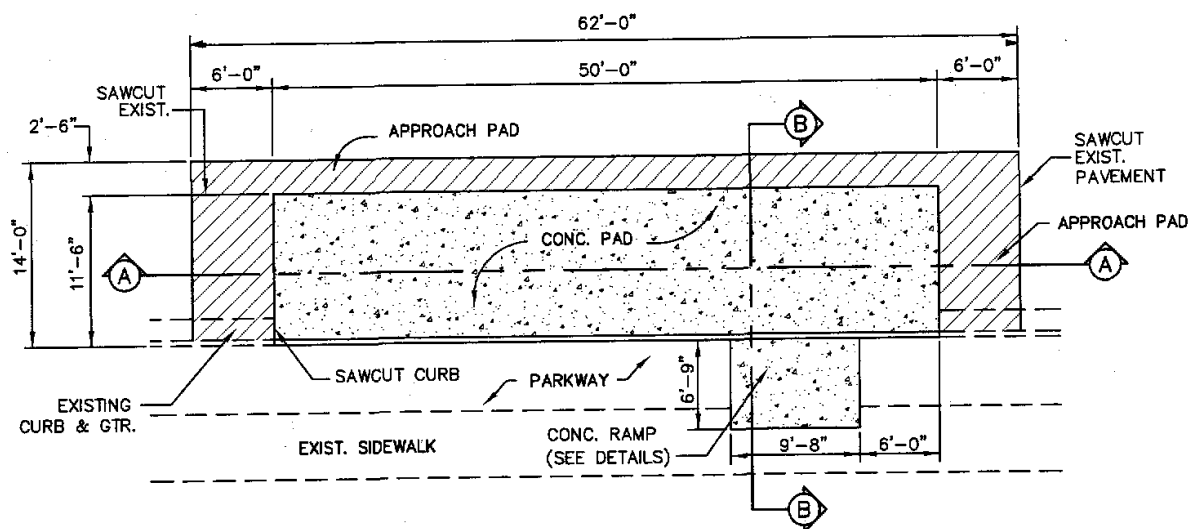
CONCRETE BUS PAD
(PROPOSED PAVEMENT)

3-20

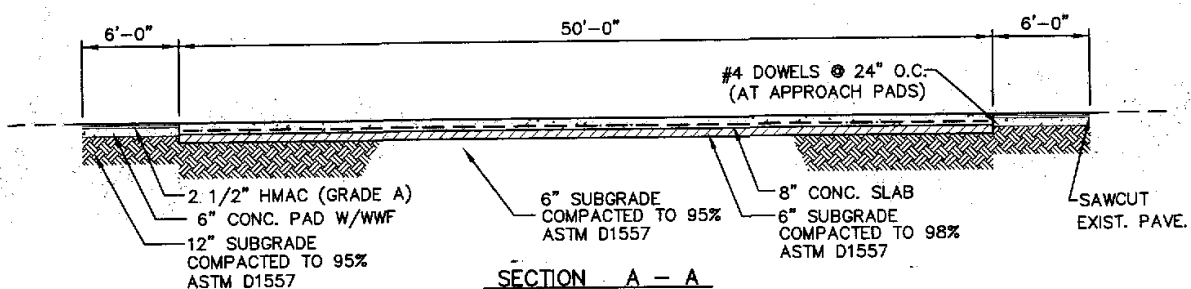
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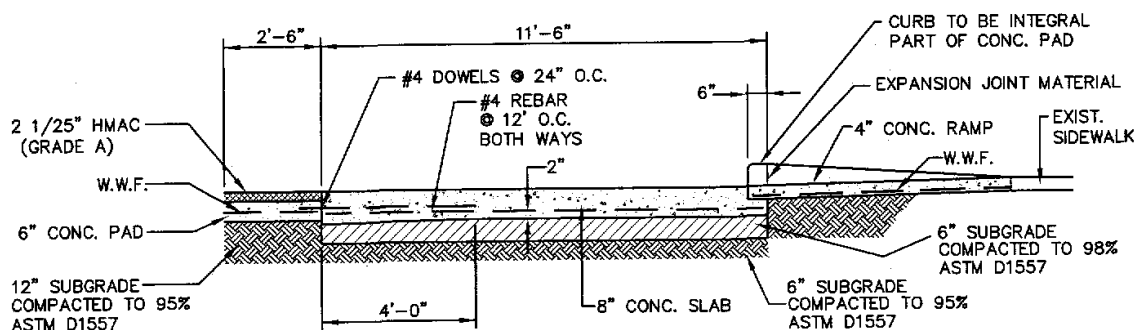
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PLAN : CONC. BUS PAD



SECTION A - A



SECTION B - B



TITLE 19 - SUBDIVISION ORDINANCE
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DESIGN STANDARDS
FOR CONSTRUCTION

CONCRETE BUS PAD
(EXISTING PAVEMENT)

3-21

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Date JUNE 03, 2008

Checked By H. M. E.
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PAVEMENT THICKNESS DESIGN PROCEDURE

THE FOLLOWING PROCEDURES WILL BE USED FOR ALL CITY OF EL PASO STREET PAVING PROJECTS, INCLUDING THOSE CONTRACTED BY THE CITY AND THOSE CONTRACTED BY THE DEVELOPER WITHIN A DISTANCE OF 5 MILES OUTSIDE THE CITY LIMITS. THE SOIL STUDY ANALYSIS REPORT FOR ALL PROJECTS SHALL INCLUDE THE FOLLOWING:

1. ESTABLISH CLASSIFICATION OF SUBGRADE SOILS.
 - A. DRILL SOIL BORINGS WITH STANDARD PENETRATION TESTS (SURFACE AND 2-1/2 FOOT INTERVALS) TO 6.5 FT BELOW PAVING SUBGRADE AT LOCATIONS DETERMINED BY THE CITY ENGINEER OR AT INTERVALS NOT TO EXCEED 800 FT. WITH A MINIMUM OF 2 SOIL BORINGS PER PROJECT.
 - B. OBSERVE AND LOG SAMPLES TO IDENTIFY SOILS IN ACCORDANCE WITH THE UNIFIED SOIL CLASSIFICATION SYSTEM.
 - C. OBSERVE AND REPORT FREE GROUNDWATER CONDITIONS.
2. ESTABLISH INDEX PROPERTIES OF SUBGRADE.
 - A. MAKE TESTS TO DETERMINE ATTERBERG LIMITS AND PERCENT OF SOIL PASSING 200-MESH SIEVE FOR EACH MAJOR SOIL TYPE.
 - B. DETERMINE GRAIN SIZE CURVES FOR COARSE GRAINED SOILS BY SIEVE ANALYSIS.



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

PAVEMENT
THICKNESS DESIGN
PROCEDURE
3-22A

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By OEC / J. R.

BACK TO TITLE INDEX PAGE

PAVEMENT THICKNESS DESIGN PROCEDURE
(continued)

3. ESTABLISH IN-PLACE CONDITIONS AND STRENGTH OF SUBGRADE.
 - A. DETERMINE MOISTURE CONTENTS AND UNIT DRY WEIGHTS OF UNDISTURBED AND/OR RELATIVELY UNDISTURBED SAMPLES OF SOILS.
 - B. DETERMINE STRENGTH OF COHESIVE SOILS BY UNCONFINED COMPRESSION TESTS ON SELECTED UNDISTURBED SHELBY TUBE SAMPLES.
4. OBTAIN STRENGTH OF SUBGRADE SOILS.
 - A. USE THE CALIFORNIA BEARING RATION (CBR). CBR VALUES SHALL BE OBTAINED BY TEST METHODS OUTLINED IN EITHER ASHTO T193 OR ASTM D1883.
5. DETERMINE THICKNESS OF BASE MATERIALS AND PAVEMENT IN ACCORDANCE WITH AASHTO INTERIM GUIDE FOR DESIGN OF PAVEMENT STRUCTURES 1972, CHAPTER III, REVISED 1981; PUBLISHED BY: AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS, 444 N. CAPITAL STREET, N.W. SUITE 225, WASHINGTON, D.C. 20001.
 - A. THE NECESSARY DESIGN DATA FOR HOT MIXED ASPHALTIC CONCRETE PAVEMENTS MUST BE OBTAINED AND USED AS FOLLOWS:
 1. TERMINAL SERVICEABILITY INDEX (PT) MUST BE 2.0.
 2. EQUIVALENT 18-KIP SINGLE-AXLE LOADS (EAL) MUST BE OBTAINED FROM TABLE 1, STREET DESIGN CRITERIA, DESIGN STANDARD SHEET NO. 3-25. THE DEPARTMENT OF ENGINEERING SHALL DETERMINE APPLICABLE STREET CLASSIFICATION.



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

PAVEMENT
THICKNESS DESIGN
PROCEDURE
3-22B

Approved By R. A. SHUBERT
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Checked By H. M. E.
Drawn By QEC / J. R.

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PAVEMENT THICKNESS DESIGN PROCEDURE (continued)

3. SOIL SUPPORT VALUE (S) MUST BE DETERMINED FROM FIGURE 1 ATTACHED. SOIL STRENGTH VALUES MUST BE AS OBTAINED FROM CBR TESTS.
4. REGIONAL FACTOR (R) MUST BE 0.5.
5. STRUCTURAL NUMBER (SN) MUST BE DETERMINED FROM THE NOMOGRAPH, FIGURE 2. ATTACHED.
6. LAYER COEFFICIENT (A_1 , A_2 , A_3) MUST BE ESTABLISHED FROM TABLE 2. (ATTACHED).
7. USE THE FOLLOWING EQUATION TO DETERMINE THE MOST EFFICIENT PAVEMENT STRUCTURE.

$$SN = A_1 D_1 + A_2 D_2 + A_3 D_3$$

WHERE

- D_1 = THICKNESS OF SURFACE COURSE
- D_2 = THICKNESS OF BASE COURSE
- D_3 = THICKNESS OF SUBBASE COURSE



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

PAVEMENT THICKNESS
DESIGN PROCEDURE
3-22C

Approved By R. A. SHUBERT
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PAVEMENT THICKNESS DESIGN PROCEDURE
(continued)

DEFINITIONS:

CALIFORNIA BEARING RATION (CBR) - THIS IS A MEASURE OF THE STRENGTH OF A SOIL AS DETERMINED BY FORCING A 3 SQUARE INCH PLUNGER INTO A CYLINDER OF THE SOIL. CBR VALUES MAY RANGE FROM 1-100.

TERMINAL SERVICEABILITY INDEX (PT) - THE SERVICEABILITY OF A PAVEMENT IS DEFINED AS THE ABILITY TO SERVE HIGH-SPEED, HIGH VOLUME AUTOMOBILE AND TRUCK TRAFFIC AND IS MEASURED BY USE OF AN INDEX. THE PT IS THE LOWEST INDEX THAT WILL BE TOLERATED BEFORE RESURFACING OR RECONSTRUCTION BECOMES NECESSARY. FOR EL PASO, THE PT MUST BE 2.0.

EQUIVALENT 18-KIP SINGLE AXLE LOADS (EAL) - TO ASSESS TRAFFIC LOADS, THE VARYING AXLE LOADS OF DIFFERENT VEHICLES ARE CONVERTED TO A COMMON UNIT. IN THIS PROCEDURE THE 18 KIP SINGLE AXLE LOAD IS USED.

SOIL SUPPORT VALUE (S) - AN INDEX NUMBER WHICH EXPRESSES THE ABILITY OF A SOIL OR AGGREGATE MIXTURE TO SUPPORT TRAFFIC LOADS THROUGH A FLEXIBLE PAVEMENT STRUCTURE.

REGIONAL FACTOR (R) - A NUMERICAL FACTOR THAT IS USED TO ADJUST THE STRUCTURAL NUMBER FOR CLIMATIC AND ENVIRONMENTAL CONDITIONS. FOR EL PASO, THE (R) MUST BE 0.5.

STRUCTURAL NUMBER (SN) - AN INDEX NUMBER DERIVED FROM AN ANALYSIS OF TRAFFIC, SUBGRADE SOIL CONDITIONS, AND REGIONAL FACTOR WHICH MAY BE CONVERTED TO THICKNESS OF FLEXIBLE PAVEMENT LAYERS THROUGH THE USE OF SUITABLE LAYER COEFFICIENTS RELATED TO THE TYPE OF MATERIAL BEING USED IN EACH LAYER OF THE PAVEMENT STRUCTURE.

LAYER COEFFICIENTS - A NUMBER WHICH RELATES SN AND THICKNESS.

A₁ REPRESENTS THE SURFACE COURSE.
A₂ REPRESENTS THE BASE COURSE.
A₃ REPRESENTS THE SUBBASE COURSE.



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT

**DESIGN STANDARDS
FOR CONSTRUCTION**

PAVEMENT
THICKNESS DESIGN
PROCEDURE
3-23

Approved By R. A. SHUBERT
Date JUNE 03, 2008

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PAVEMENT THICKNESS DESIGN PROCEDURE
(continued)

EXAMPLE:

DESIGN A PAVEMENT STRUCTURE FOR A 36' ROADWAY WITH CBR = 12,
85% COMPACTED SUBGRADE, ASTM D1557.

A. $P_i = 2.0$

B. CITY ENGINEER DETERMINES THIS STREET IS A RESIDENTIAL
COLLECTOR ACCORDING TO TABLE 1. THEREFORE, $EAL=269,000$

C. FROM FIGURE 1, WITH CBR = 12, $S = 6.35$

D. $R = 0.5$

E. FROM FIGURE 2, $SN = 1.70$

F. FROM TABLE 2, $a_1 = 0.44$, $a_2 = 0.14$, $a_3 = 0.11$

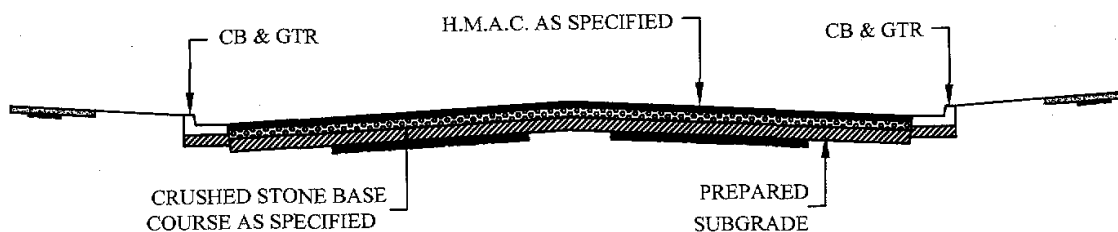
G. USE $D_1 = 2"$, $D_3 = 6$ IN EQU -1 AND SOLVE FOR D_2

$$1.70 = (0.44)(2) + (0.14)D_2 + (0.11)(6)$$

$$D_2 = 1.14"$$

EXAMPLE:

MINIMUM "D" FOR RESIDENTIAL SUBCOLLECTOR ACCESS STREET IS 4 1/2".
THIS PAVEMENT STRUCTURE WOULD CONSIST OF 2" H.M.A.C., 4 1/2" C.S.B.
AND 6" COMPACTED SUB-BASE



TYPICAL ROAD SECTION



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

PAVEMENT
THICKNESS DESIGN
PROCEDURE
3-24

Approved By R. A. SHUBERT
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PAVEMENT THICKNESS DESIGN CHART

STREET CLASSIFICATION	AVERAGE DAILY TRAFFIC	ROADWAY WIDTH (FT.)	ROW WIDTH (FT.)	MINIMUM PAVEMENT THICKNESS (IN.) ** <u>HMAC</u>
E.A.L.	CSB			SUBGRADE
ALLEY	200 45,000	14 OR 20	14 OR 20	1-1/2 4-1/2 6
TWENTY FOOT (20') RESIDENTIAL LANE - NO PARKING	200 45,000	20	40	1-1/2 6 8
THIRTY-TWO FOOT (32') RESIDENTIAL LANE - NO PARKING	500 45,000	32	50	1-1/2 6 8
THIRTY-SIX FOOT (36') RESIDENTIAL 1 LANE	3,000 269,000	36	56	1-1/2 6 8
TWENTY-EIGHT FOOT (28') RESIDENTIAL 2 LANE	3,000 269,000	28	46	1-1/2 6 8
RESIDENTIAL COLLECTOR - WITH PARKING	3,000 269,000	36	54	1-1/2 6 8
RESIDENTIAL COLLECTOR WITH MEDIAN	3,000 269,000	36	54	1-1/2 6 8
MOUNTAIN RESIDENTIAL	500 * 45,000	20	23	1-1/2 4-1/2 6
DIVIDED MOUNTAIN RESIDENTIAL	500 * 45,000	20	VARIES	1-1/2 4-1/2 6
MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL LOCAL STREET 1	6,000 * 630,000	44	64	2 8 10



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

PAVEMENT THICKNESS
DESIGN CHART
3-25

Approved By <u>R. A. SHUBERT</u>	Checked By <u>H. M. E.</u>
Date <u>JUNE 03, 2008</u>	Drawn By <u>QEC / J. R.</u>

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PAVEMENT THICKNESS DESIGN CHART

(continued)

STREET CLASSIFICATION	AVERAGE DAILY TRAFFIC	ROADWAY WIDTH (FT.)	ROW WIDTH (FT.)	MINIMUM PAVEMENT THICKNESS (IN.) ** <u>HMAC</u> <u>CSB</u> <u>SUBGRADE</u>
	E.A.L. (20 YRS)			
MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL LOCAL STREET 2	6,000 * 630,000	36	56	2 8 10
NON- RESIDENTIAL COLLECTOR	6,000 * 630,000	50	70	2 8 10
NON-RESIDENTIAL COLLECTOR WITH BIKE LANES	6,000 * 630,000	62	82	2-1/2 8 10
BOULEVARD	14,000 * 1,300,000	44	120	2-1/2 10 12
MINOR ARTERIAL	14,000 * 1,500,000	58	78	2-1/2 8 10
MINOR ARTERIAL W/BIKE LANES	14,000 * 1,500,000	58	88	2-1/2 8 10
MAJOR ARTERIAL	26,000 * 3,100,000	66	110	2-1/2 10 12
MAJOR ARTERIAL W/BIKE LANES	26,000 * 3,100,000	66	120	2-1/2 10 12

* ADT FOR PURPOSES OF ESTIMATING AXLE LOADS ONLY

** IF THE RESULTS FOR "CBR" VALUES ARE HIGHER THAN THE MINIMUM PAVEMENT THICKNESS, THE HIGHER VALUES SHALL BE USED.



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

PAVEMENT THICKNESS
DESIGN CHART

3-26

Approved By R. A. SHUBERT
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PAVEMENT THICKNESS DESIGN PROCEDURE				
STREET CLASSIFICATION	AVER. DAILY TRAFFIC E. A. L. (20 YRS.)	ROADWAY WIDTH (FT.)	R. O. W. WIDTH (FT.)	MINIMUM PAVEMENT THICKNESS (IN.) ** <u>HMAC</u> <u>CSB</u> <u>SUBGRADE</u>
COLLECTOR ARTERIAL**	7,000* 1,800,000	90	98	2 1/2 8 10
MINOR ARTERIAL**	14,000* 2,200,000	98	120	2 1/2 10 12
MAJOR ARTERIAL**	28,000* 4,600,000	98	136	2 1/2 10 12
COLLECTOR ARTERIAL** W/ BIKE LANES	7,000* 1,800,000	98	136	2 1/2 8 10
MINOR ARTERIAL** W/ BIKE LANES	14,000* 2,200,00	98	136	2 1/2 10 12
MAJOR ARTERIAL** W/ BIKE LANES	28,000* 4,600,000	98	136	2 1/2 10 12

*ADT FOR PURPOSES OF ESTIMATING AXLE LOADS ONLY.

**MINIMUM PAVEMENT THICKNESS FOR ARTERIAL STREETS, WITHIN HEAVY COMMERCIAL AND INDUSTRIAL DEVELOPMENTS (PROPERTIES ZONED C-4, M-1, M-2, M-3 AND P.I.) SHALL BE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.



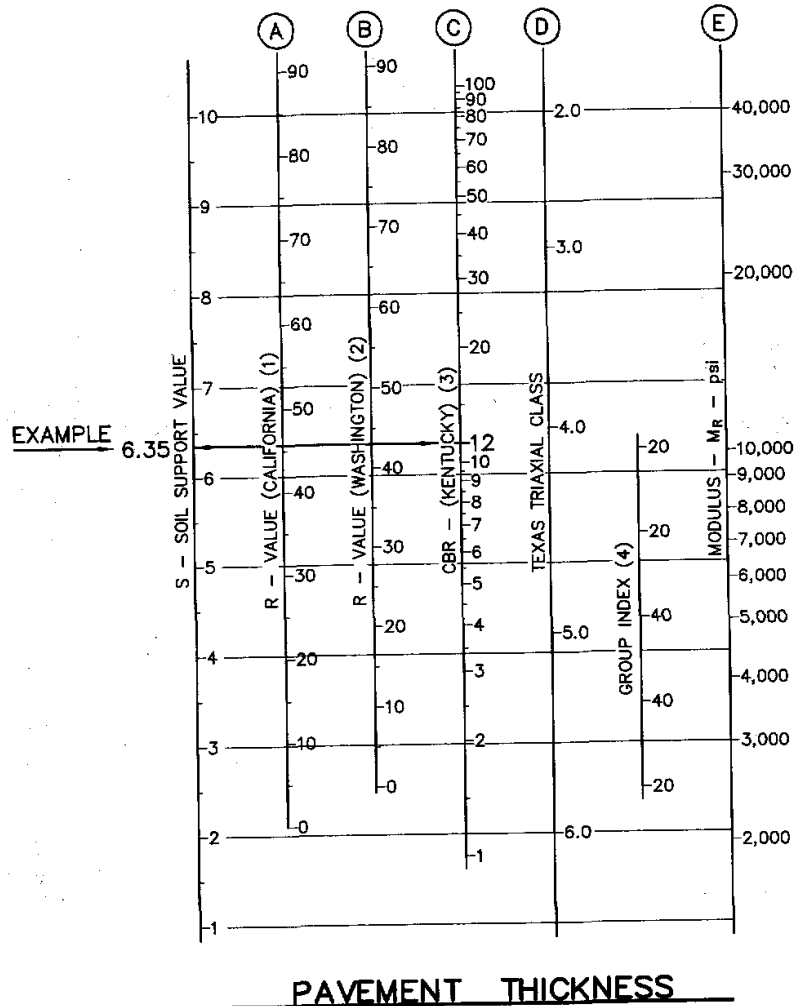
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

PAVEMENT THICKNESS
DESIGN CHART
(HEAVY)
3-27

Approved By R. A. SHUBERT
Date JUNE 03, 2008

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- (1) THE CORRELATION IS WITH THE DESIGN CURVES USED BY CALIFORNIA; AASHTO DESIGNATIONS T-173-60, AND EXUDATION PRESSURE IS 240 psi. SEE HVEEM, F.M., AND CARMANY, R.M., "THE FACTORS UNDERLYING THE RATIONAL DESIGN OF PAVEMENTS." PROC. HRB, VOL. 28 (1948) PP. 10-136.
- (2) THE CORRELATION IS WITH THE DESIGN CURVES USED BY WASHINGTON DEPT. OF HIGHWAYS; EXUDATION PRESSURE IS 300 psi. SEE "FLEXIBLE PAVEMENT DESIGN CORRELATION STUDY." HRB BULL. 133 (1956).
- (3) THE CORRELATION IS WITH THE CBR DESIGN CURVES BY KENTUCKY. SEE DRAKE, W.B., AND HAVENS, J.H., "RE-EVALUATION OF KENTUCKY FLEXIBLE PAVEMENT DESIGN CRITERION." HRB BULL. 233 (1959) PP. 33-56. THE FOLLOWING CONDITIONS APPLY TO THE LABORATORY-MODIFIED CBR: SPECIMEN IS TO BE MOLDED AT OR NEAR THE OPTIMUM MOISTURE CONTENT AS DETERMINED BY AASHTO T-99; DYNAMIC COMPACTION IS TO BE USED WITH A HAMMER WEIGHT OF 10 LB. DROPPED FROM A HEIGHT OF 18 IN.; SPECIMEN IS TO BE COMPACTED IN FIVE EQUAL LAYERS WITH EACH LAYER RECEIVING 10 BLOWS; SPECIMEN IS TO BE SOAKED FOR 4 DAYS.
- (4) THIS SCALE HAS BEEN DEVELOPED BY COMPARISON BETWEEN THE CALIFORNIA R-VALUE AND THE GROUP INDEX DETERMINED BY THE PROCEDURE IN PROC. HRB VOL. 25 (1945) PP. 376-392.

FIGURE 1



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

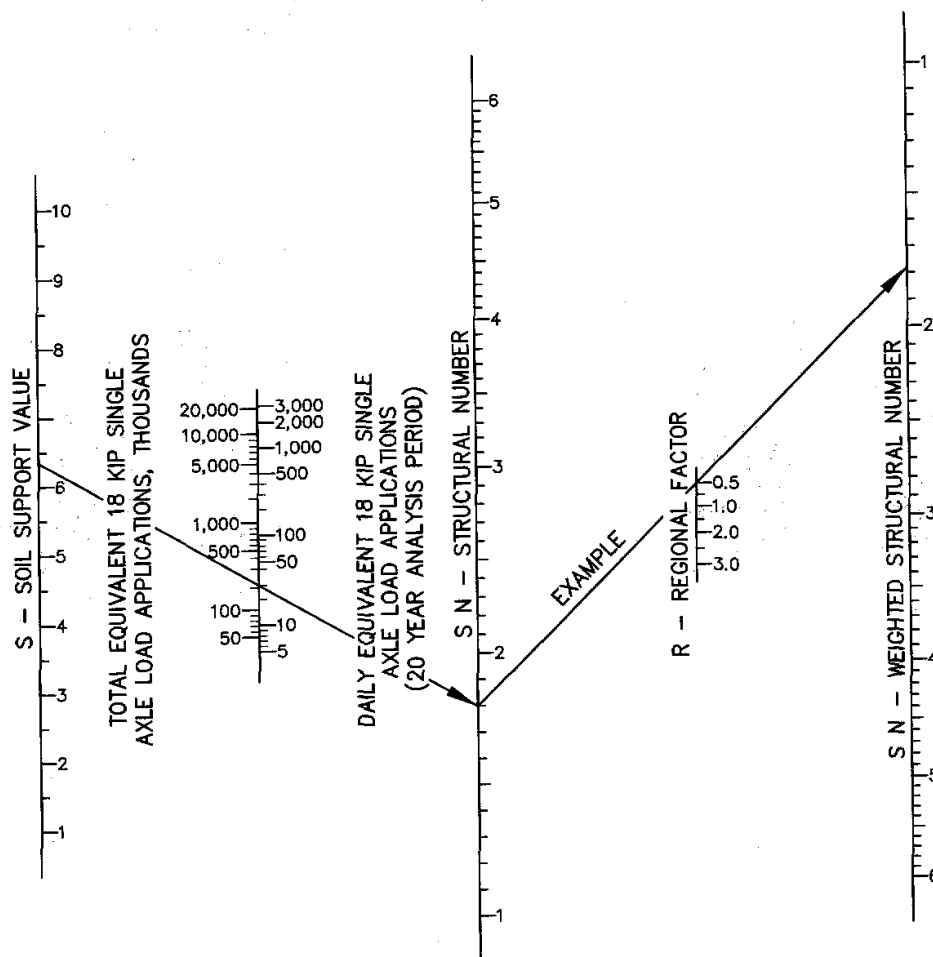
PAVEMENT THICKNESS
DESIGN

3-28

Approved By R. A. SHUBERT
Date JUNE 03, 2008

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STRUCTURAL NUMBER FOR $P_t = 20$
FIGURE 2



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

PAVEMENT THICKNESS
DESIGN

3-29A

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PAVEMENT COMPONENT	COEFFICIENT ⁽³⁾
<u>SURFACE COURSE</u>	
ROADMIX (LOW STABILITY)	0.20
PLANTMIX (HIGH STABILITY)	0.44 * ← EXAMPLE
SAND ASPHALT	0.40
<u>BASE COURSE</u>	
SANDY GRAVEL	0.07 ² ← EXAMPLE
CRUSHED STONE	0.14
CEMENT-TREATED (NO SOIL - CEMENT)	
COMPRESSIVE STRENGTH @ 7 DAYS	
650 PSI OR MORE (4.48 MPA)	0.23 ²
400 TO 650 PSI (2.76 TO 4.48 MPA)	0.20
400 PSI OR LESS (2.76 MPA)	0.15
BITUMINOUS - TREATED	
COARSE - GRADED	0.34 ²
SAND ASPHALT	0.30
LIME - TREATED	0.15 - 0.30
<u>SUBBASE COURSE</u>	
SANDY GRAVEL	0.11 * ← EXAMPLE
SAND OR SANDY-CLAY	0.15 - 0.10

LAYER COEFFICIENTS
TABLE 2



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT

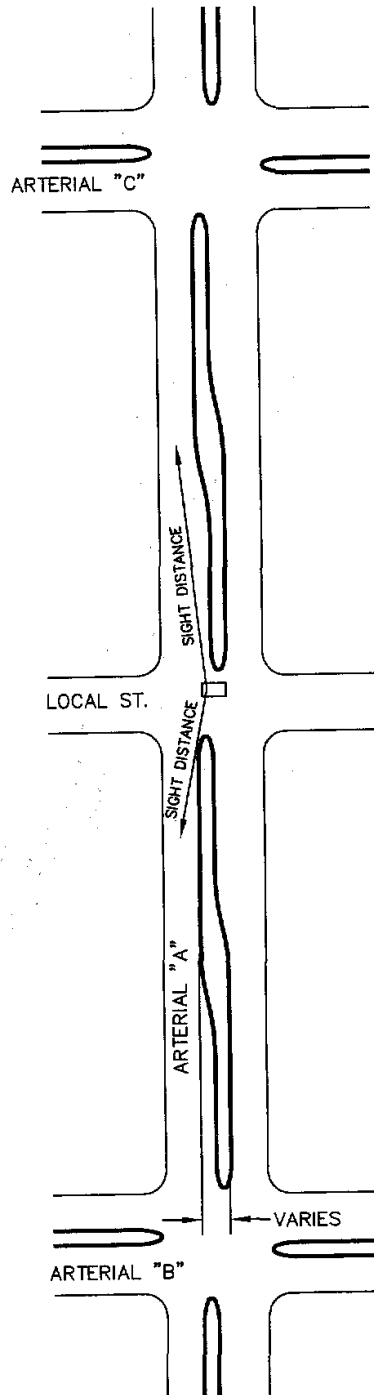
DESIGN STANDARDS
FOR CONSTRUCTION

PAVEMENT
THICKNESS DESIGN

3-29B

Approved By <u>R. A. SHUBERT</u>	Checked By <u>H. M. E.</u>
Date <u>JUNE 03, 2008</u>	Drawn By <u>QEC / J. R.</u>

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MEDIAN OPENING SIGHT DISTANCE

NOTE:
(2-STOP CROSSING)

MINIMUM SIGHT DISTANCE REQUIRED AT MEDIAN OPENINGS WHERE THE CROSSROAD IS CONTROLLED BY STOP SIGNS SHALL BE AS SHOWN BELOW; OTHER APPLICATIONS SHALL COMPLY WITH AASHTO REQUIREMENTS.

MEDIAN GREATER THAN OR EQUAL TO 20 FEET (2-STOP CROSSING)

ARTERIAL DESIGN SPEED	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH
2 LANES (20'-24')	390	455	520	585	650
3 LANES (32'-36')	435	505	580	650	725
4 LANES (40'-48')	450	525	600	675	750

VERTICAL SIGHT DISTANCE SHALL BE MEASURED FROM A DRIVER'S EYE LEVEL (3.5 FEET) TO THE TOP OF AN ONCOMING CAR (4.5 FEET).
NO MEDIAN OPENING SHALL BE LOCATED WHERE THE GRADE BETWEEN THE LANES ON OPPOSITE SIDES OF THE MEDIAN EXCEEDS 11%.



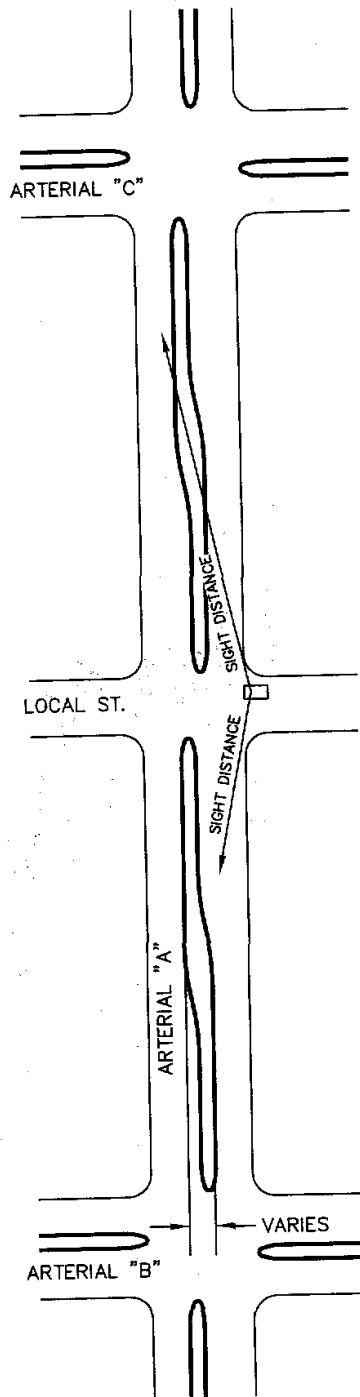
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

MEDIAN OPENING SIGHT
DISTANCE
(2-STOP CROSSING)
3-30

Approved By R. A. SHUBERT
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MEDIAN OPENING SIGHT DISTANCE

(1-STOP CROSSING)

NOTE:
MINIMUM SIGHT DISTANCE REQUIRED AT MEDIAN OPENINGS WHERE THE CROSSROAD IS CONTROLLED BY STOP SIGNS SHALL BE AS SHOWN BELOW; OTHER APPLICATIONS SHALL COMPLY WITH AASHTO REQUIREMENTS.

MEDIAN LESS THAN 20 FEET (1-STOP CROSSING)

ARTERIAL DESIGN SPEED	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH
4 LANES (40'-48')	485	565	645	730	810
6 LANES (64'-72')	530	620	705	795	880

VERTICAL SIGHT DISTANCE SHALL BE MEASURED FROM A DRIVER'S EYE LEVEL (3.5 FEET) TO THE TOP OF AN ONCOMING CAR (4.5 FEET).
NO MEDIAN OPENING SHALL BE LOCATED WHERE THE GRADE BETWEEN THE LANES ON OPPOSITE SIDES OF THE MEDIAN EXCEEDS 11%. OTHER APPLICATIONS FOR SIGHT DISTANCE DESIGN SHALL BE PERMITTED, PROVIDED THEY MEET AASHTO GUIDELINES.



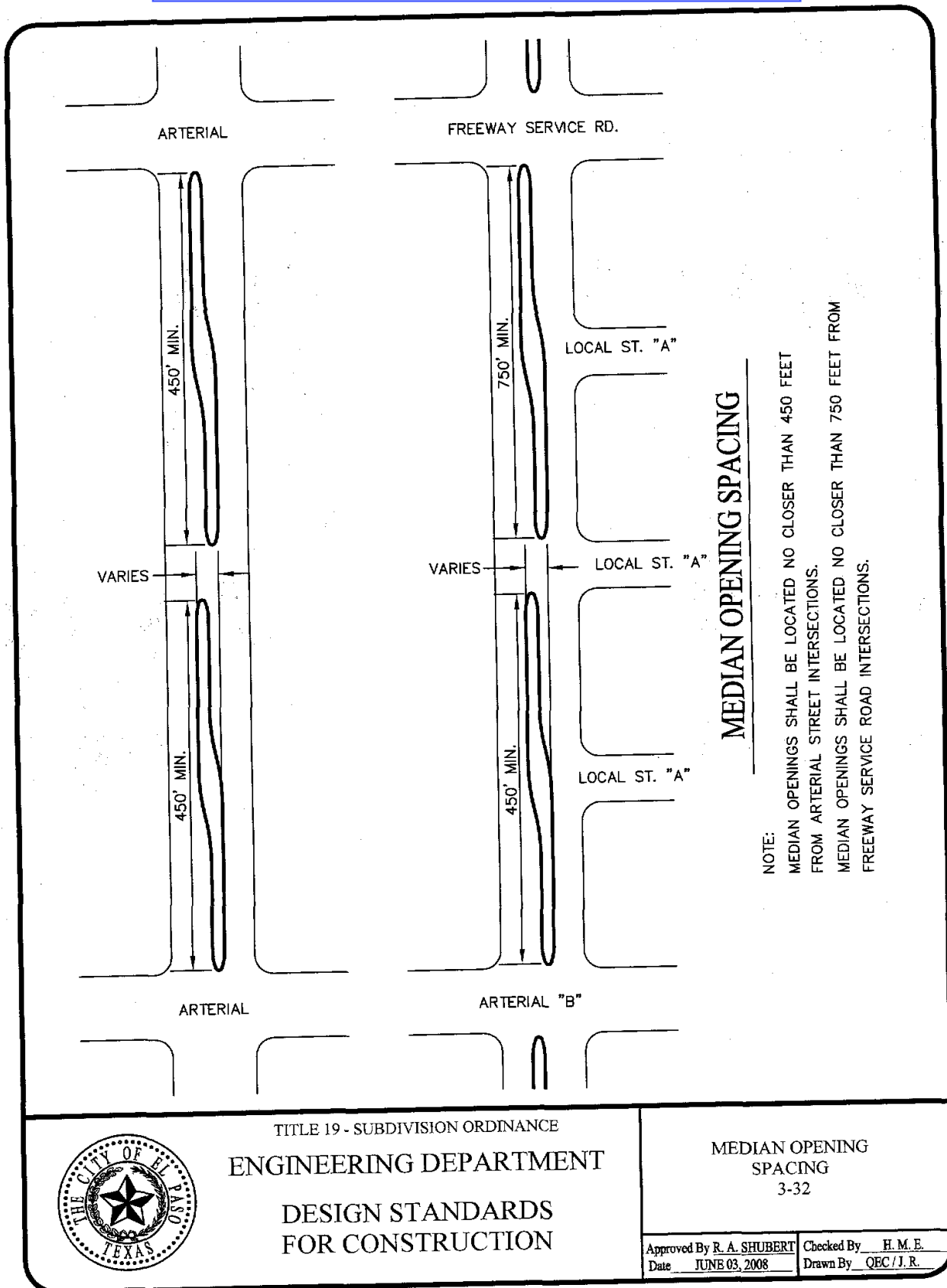
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

MEDIAN OPENING SIGHT
DISTANCE
(1-STOP CROSSING)
3-31

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TITLE 19 - SUBDIVISION ORDINANCE
 ENGINEERING DEPARTMENT
 DESIGN STANDARDS
 FOR CONSTRUCTION

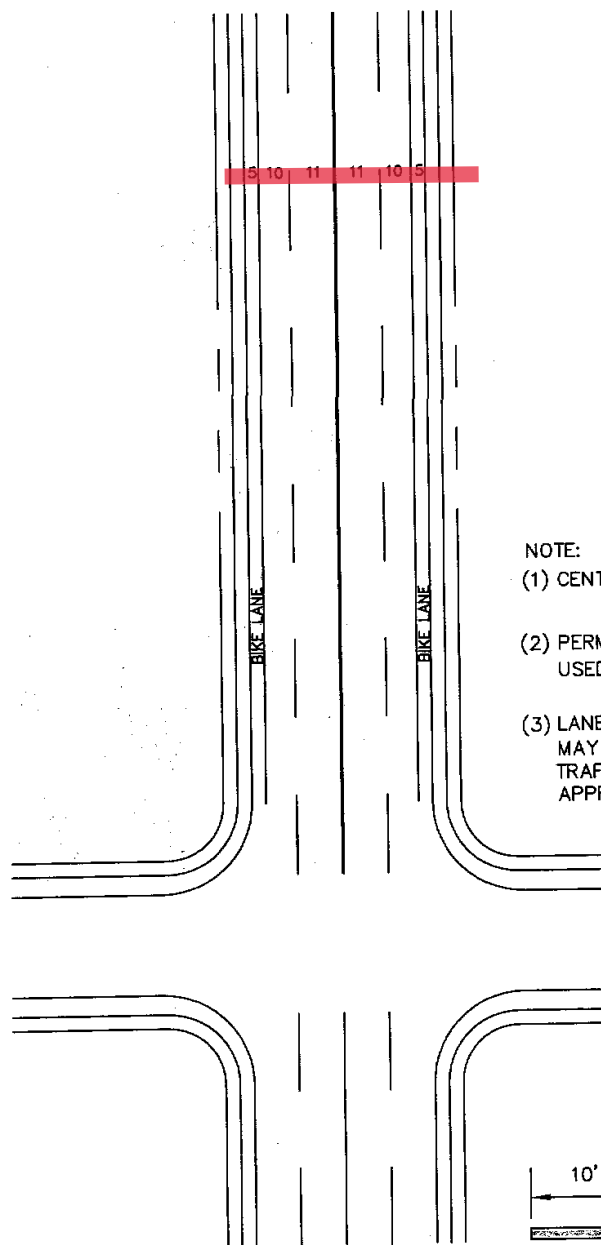
MEDIAN OPENING
 SPACING
 3-32

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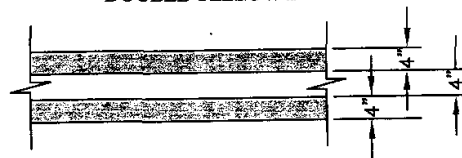
CENTERLINE STRIPING WITH BIKE LANES



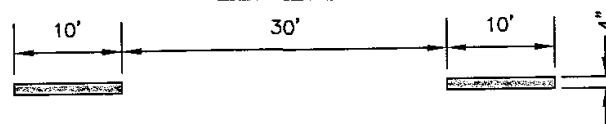
NOTE:

- (1) CENTER LINE STRIPING FOR COLLECTOR ARTERIAL.
- (2) PERMANENT PAVEMENT MARKING MATERIALS TO BE USED AS PER CITY SPECIFICATIONS.
- (3) LANE MARKINGS TO BE FURNISHED AND INSTALLED MAY INCLUDE PERMANENT THERMO-PLASTIC MARKINGS, TRAFFIC BUTTONS OR OTHER STRIPING MATERIALS APPROVED BY THE CITY ENGINEER.

DOUBLE YELLOW LINE



LANE LINES



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

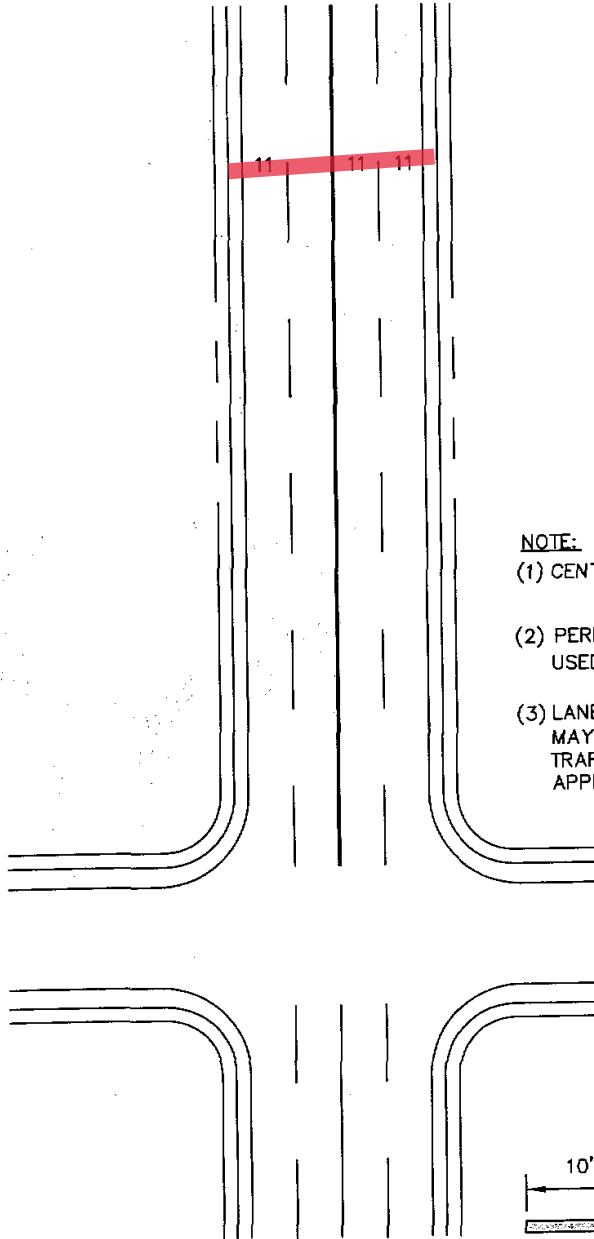
CENTERLINE STRIPING
WITH BIKE LANES
3-33

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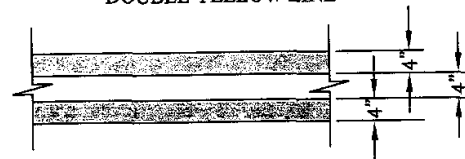
CENTERLINE STRIPING WITHOUT BIKE LANES



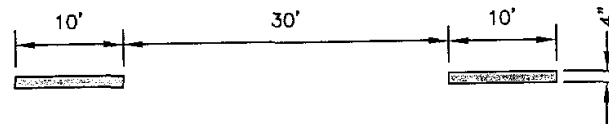
NOTE:

- (1) CENTER LINE STRIPING FOR COLLECTOR ARTERIAL.
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- (3) LANE MARKINGS TO BE FURNISHED AND INSTALLED MAY INCLUDE PERMANENT THERMO-PLASTIC MARKINGS, TRAFFIC BUTTONS OR OTHER STRIPING MATERIALS APPROVED BY THE CITY ENGINEER.

DOUBLE YELLOW LINE



LANE LINES



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

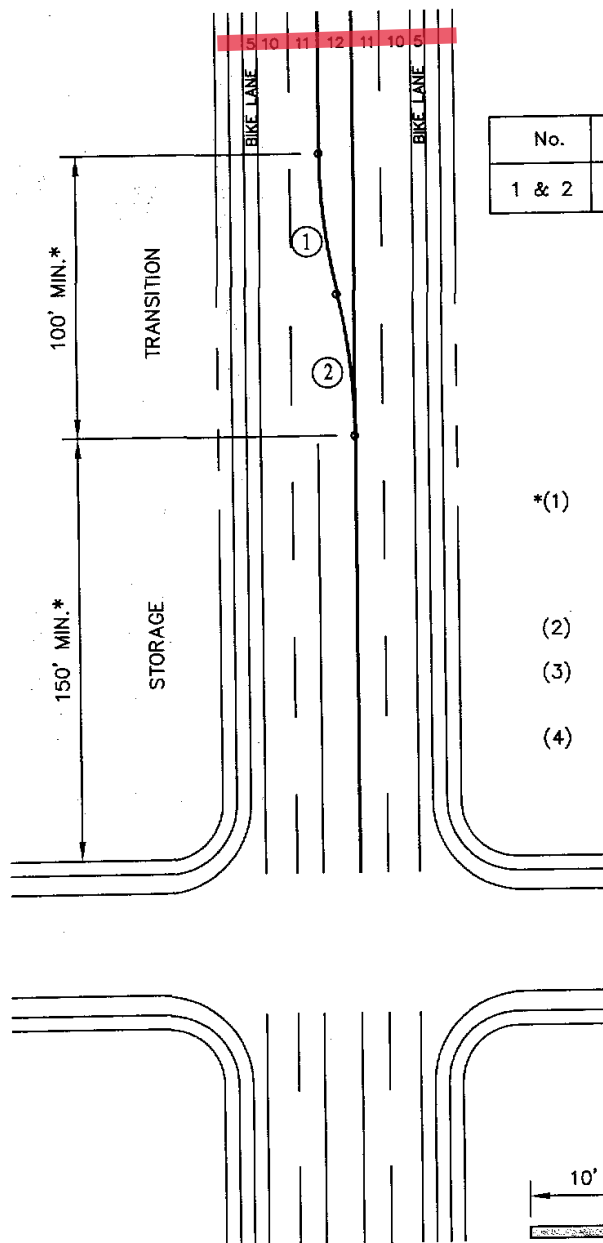
CENTERLINE STRIPING
WITHOUT BIKE LANES
3-34

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MEDIAN STRIPING WITH BIKE LANES



TYPICAL CURVE DATA

No.	Δ	R	L	T	CH
1 & 2	13°41'08"	211.34'	50.48'	25.36'	50.36'

$$T = R \tan \frac{\Delta}{2}$$

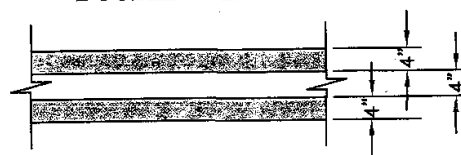
$$C = 2R \sin \frac{\Delta}{2} = 2T \cos \frac{\Delta}{2}$$

$$L = \frac{\Delta R \pi}{2}$$

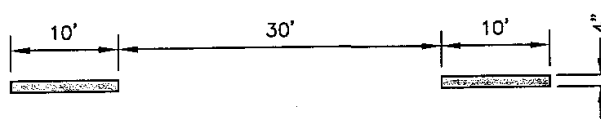
NOTE:

- *(1) LENGTH OF R, STORAGE, AND TRANSITION TO BE INCREASED BASED UPON TRAFFIC DENSITY, ROAD DESIGN, SPEED, AND PRESENCE OR ABSENCE OF TRAFFIC SIGNALS.
- (2) MEDIAN STRIPING FOR MINOR ARTERIAL.
- (3) PERMANENT PAVEMENT MARKING MATERIALS TO BE USED AS PER CITY SPECIFICATIONS.
- (4) LANE MARKINGS TO BE FURNISHED AND INSTALLED MAY INCLUDE PERMANENT THERMO-PLASTIC MARKINGS, TRAFFIC BUTTONS OR OTHER STRIPING MATERIALS APPROVED BY THE CITY ENGINEER.

DOUBLE YELLOW LINE



LANE LINES



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

MEDIAN STRIPING WITH
 BIKE LANES

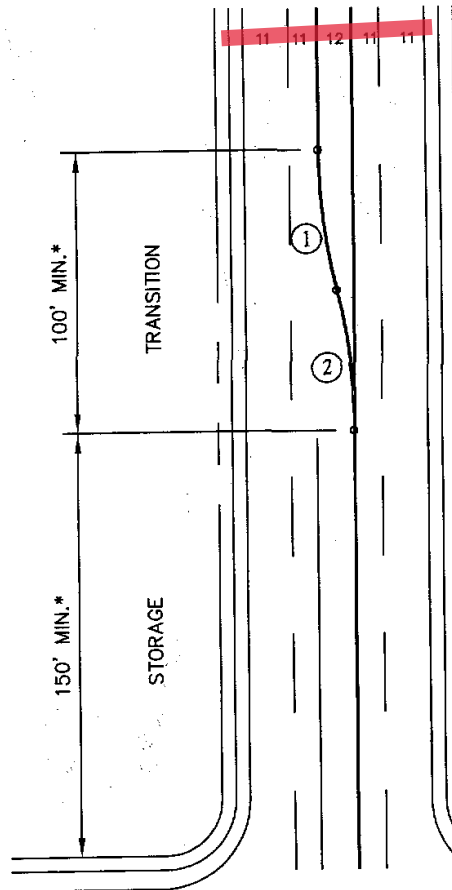
3-35

Approved By R. A. SHUBERT
 Date JUNE 03, 2008

Checked By H. M. E.
 Drawn By QEC / J. R.

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MEDIAN STRIPING WITHOUT BIKE LANES



TYPICAL CURVE DATA

No.	Δ	R	L	T	CH
1 & 2	13°41'08"	211.34'	50.48'	25.36'	50.36'

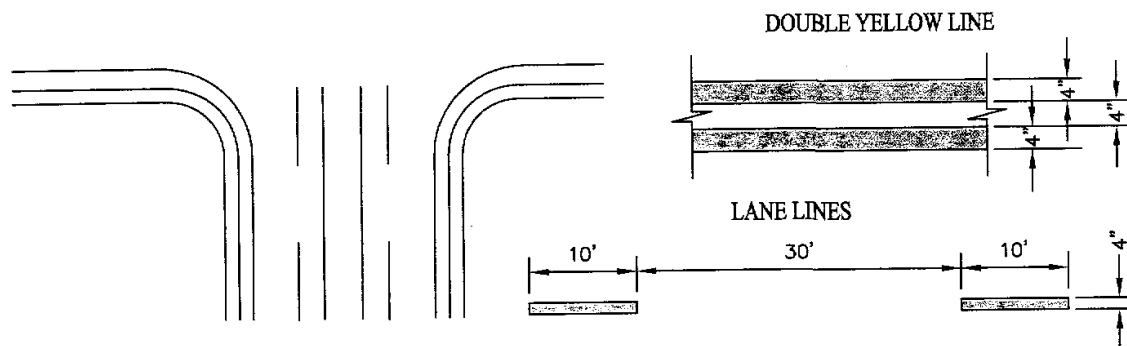
$$T = R \tan \frac{\Delta}{2}$$

$$C = 2R \sin \frac{\Delta}{2} = 2T \cos \frac{\Delta}{2}$$

$$L = \frac{\Delta R \pi}{2}$$

NOTE:

- *(1) LENGTH OF R, STORAGE, AND TRANSITION TO BE INCREASED BASED UPON TRAFFIC DENSITY, ROAD DESIGN, SPEED, AND PRESENCE OR ABSENCE OF TRAFFIC SIGNALS.
- (2) MEDIAN STRIPING FOR MINOR ARTERIAL.
- (3) PERMANENT PAVEMENT MARKING MATERIALS TO BE USED AS PER CITY SPECIFICATIONS.
- (4) LANE MARKINGS TO BE FURNISHED AND INSTALLED MAY INCLUDE PERMANENT THERMO-PLASTIC MARKINGS, TRAFFIC BUTTONS OR OTHER STRIPING MATERIALS APPROVED BY THE CITY ENGINEER.



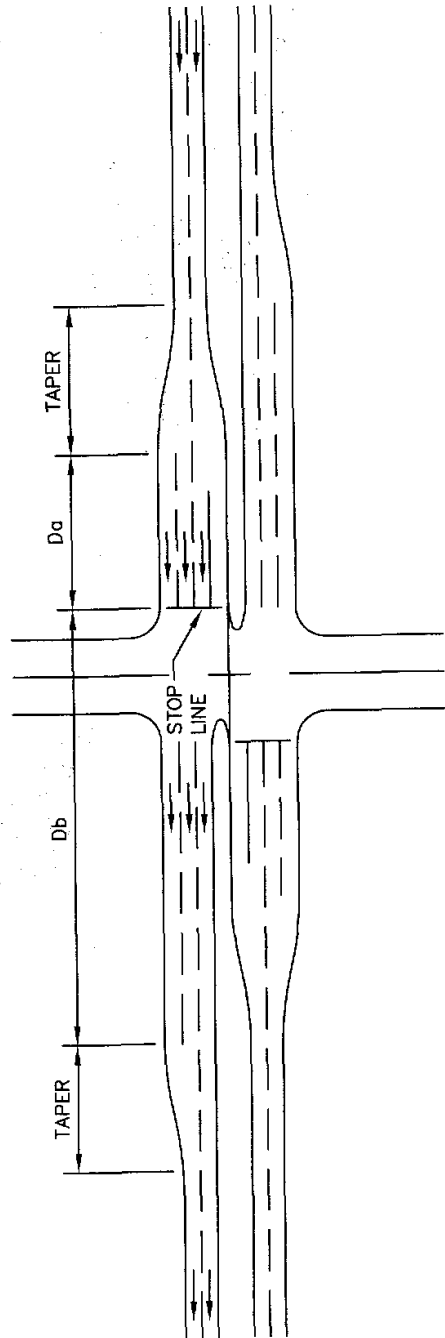
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

MEDIAN STRIPING
WITHOUT BIKE LANES

3-36

Approved By R. A. SHUBERT Checked By H. M. E.
Date JUNE 03, 2008 Drawn By QEC/J. R.

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LENGTH OF WIDENING IN ADVANCE OF INTERSECTION

LENGTH REQUIRED FOR DECELERATION		
DESIGN SPEED (MPH)	Da (FEET)	TAPER (FEET)
40	150	175
45	175	200
50	200	225

LENGTH OF WIDENING BEYOND INTERSECTION

LENGTH REQUIRED FOR ACCELERATION		
DESIGN SPEED (MPH)	Db (FEET)	TAPER (FEET)
40	200	200
45	375	225
50	525	250

LENGTH REQUIREMENTS FOR ACCELERATION AND DECELERATION TURNING LANE



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

ACCELERATION AND DECELERATION LANES

3-37

Approved By R. A. SHUBERT
Date JUNE 03, 2008

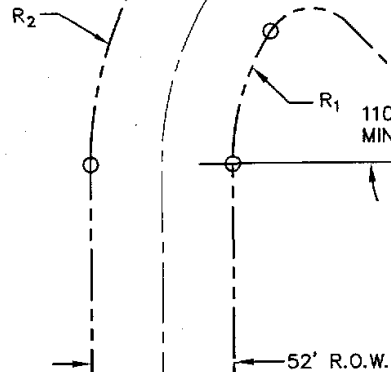
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RECOMMENDED RADII

R_1 = NO LESS THAN 40'

R_2 = NO LESS THAN 92'



NOTES:

1. IF LESS THAN 110', THEN TURNING HEEL IS NEEDED.
2. R_1 AND R_2 ARE BASED ON DESIGN SPEED AS PER AASHTO DESIGN GUIDELINES.



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

MINIMUM RADII AT
INTERSECTION APPROACH

3-38

Approved By <u>R. A. SHUBERT</u>	Checked By <u>H. M. E.</u>
Date <u>JUNE 03, 2008</u>	Drawn By <u>QEC/J.R.</u>

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INTERSECTION DESIGN

1. STREETS SHALL BE LAID OUT SO AS TO INTERSECT AS NEARLY AS POSSIBLE AT RIGHT ANGLES. NO INTERSECTION SHALL BE LESS THAN AN INCLUDED ANGLE OF SEVENTY DEGREES AND NO MORE THAN ONE HUNDRED TEN DEGREES.
2. THE RIGHT-OF-WAY LINE AT STREET INTERSECTIONS SHALL HAVE A MINIMUM RADIUS OF TWENTY (20) FEET.
3. WHERE PARALLEL STREETS INTERSECT ANOTHER STREET, THE CENTERLINE OF THOSE STREETS SHALL BE OFFSET A MINIMUM OF ONE HUNDRED TWENTY (120) FEET. THIS OFFSET SHALL NOT APPLY TO MINOR ARTERIAL STREETS INTERSECTING A HIGHER ORDER ARTERIAL, IF A RAISED MEDIAN IS PROVIDED AND NO MEDIAN OPENING IS ALIGNED WITH OR RAISED BETWEEN THE OFFSET STREETS. FUTURE MEDIAN OPENINGS SHALL NOT BE PERMITTED WHERE TWO (2) MINOR ARTERIAL STREETS OFFSET AND INTERSECT A MAJOR ARTERIAL STREET AT A DISTANCE OF LESS THAN ONE HUNDRED TWENTY (120) FEET; PROVIDED, HOWEVER MEDIAN OPENINGS MAY BE ALLOWED FOR ONEWAY TRAFFIC CIRCULATION SUBJECT TO THE APPROVAL OF THE DIRECTOR OF TRAFFIC AND TRANSPORTATION DEPT.



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

INTERSECTION
DESIGN
REQUIREMENTS
3-39

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
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GEOMETRIC DESIGN OF ROADWAYS

DESIGN SPEED (m.p.h.)	HORIZONTAL ALIGNMENT MINIMUM CURVE RADIUS (ft)	VERTICAL ALIGNMENT RATE OF VERTICAL CURVATURE (K-VALUE)		INTERSECTION SIGHT DISTANCE MINIMUM SIGHT DISTANCE (ft)
		CREST	SAG	
15	180	20	30	125
25	(INFORMATION TO BE INCORPORATED AT A LATER DATE)			
30	300	30	40	325
35	475	50	50	400
40	675	80	70	500
45	1,100	120	90	500
50	1,400	160	110	600



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
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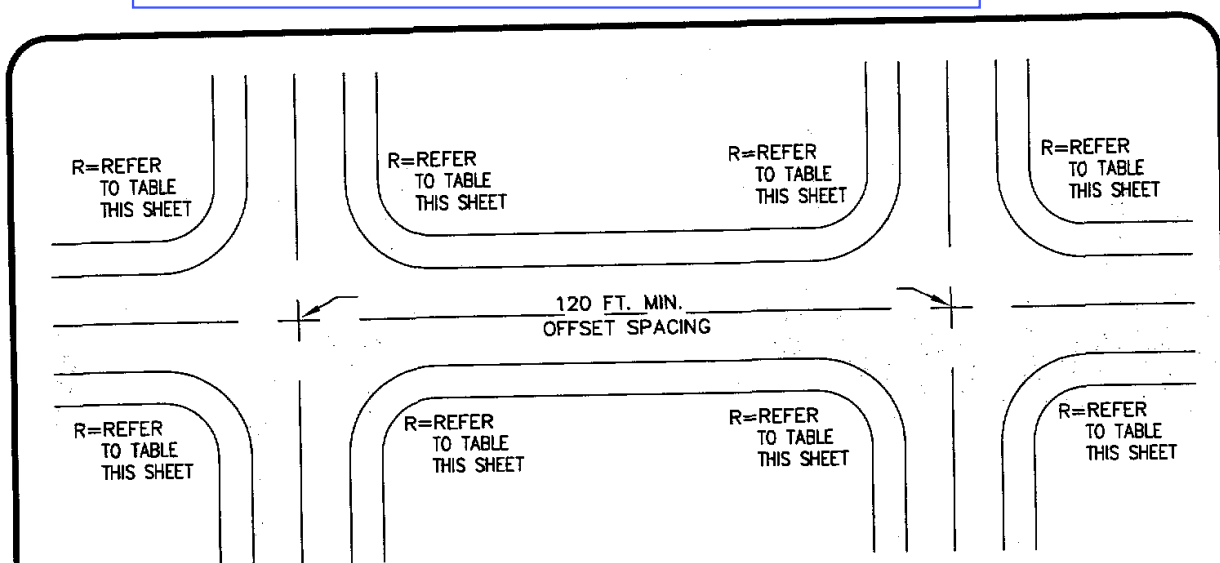
GEOMETRIC DESIGN
OF ROADWAY

3-40

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
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INTERSECTION DESIGN

ROADWAY CLASSIFICATION	DESIGN SPEED	Minimum Curvature of Curbs at Street Intersections	
ALLEY	15	Intersection	Curb Turn Radius
(INFORMATION TO BE INCORPORATED AT A LATER DATE)	25		
MINOR RESIDENTIAL ACCESS	30	<u>Local with:</u>	
MAJOR RESIDENTIAL ACCESS	30	Local, Subcollector, or Collector	25'
RESIDENTIAL SUBCOLLECTOR	30	<u>Local with:</u>	
DIVIDED RESIDENTIAL	30	Arterial or Freeway	25'
MOUNTAIN RESIDENTIAL &			
DIVIDED MOUNTAIN RESIDENTIAL:		<u>Subcollector with:</u>	
< 200 ADT	20	Subcollector, or Collector	20'
> 200 ADT	25		
STUB STREET	25	<u>Subcollector with:</u>	
COLLECTOR ARTERIAL	35	Arterial or Freeway	25'
MINOR ARTERIAL	40		
MAJOR ARTERIAL	45	<u>Collector with:</u>	
SUPER ARTERIAL	50	Collector	25'
		<u>Collector with:</u>	
		Arterial or Freeway	30'
		<u>Arterial with:</u>	
		Arterial or Freeway	40'



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

INTERSECTION DESIGN

3-41


Approved By R. A. SHUBERT
Date JUNE 03, 2008

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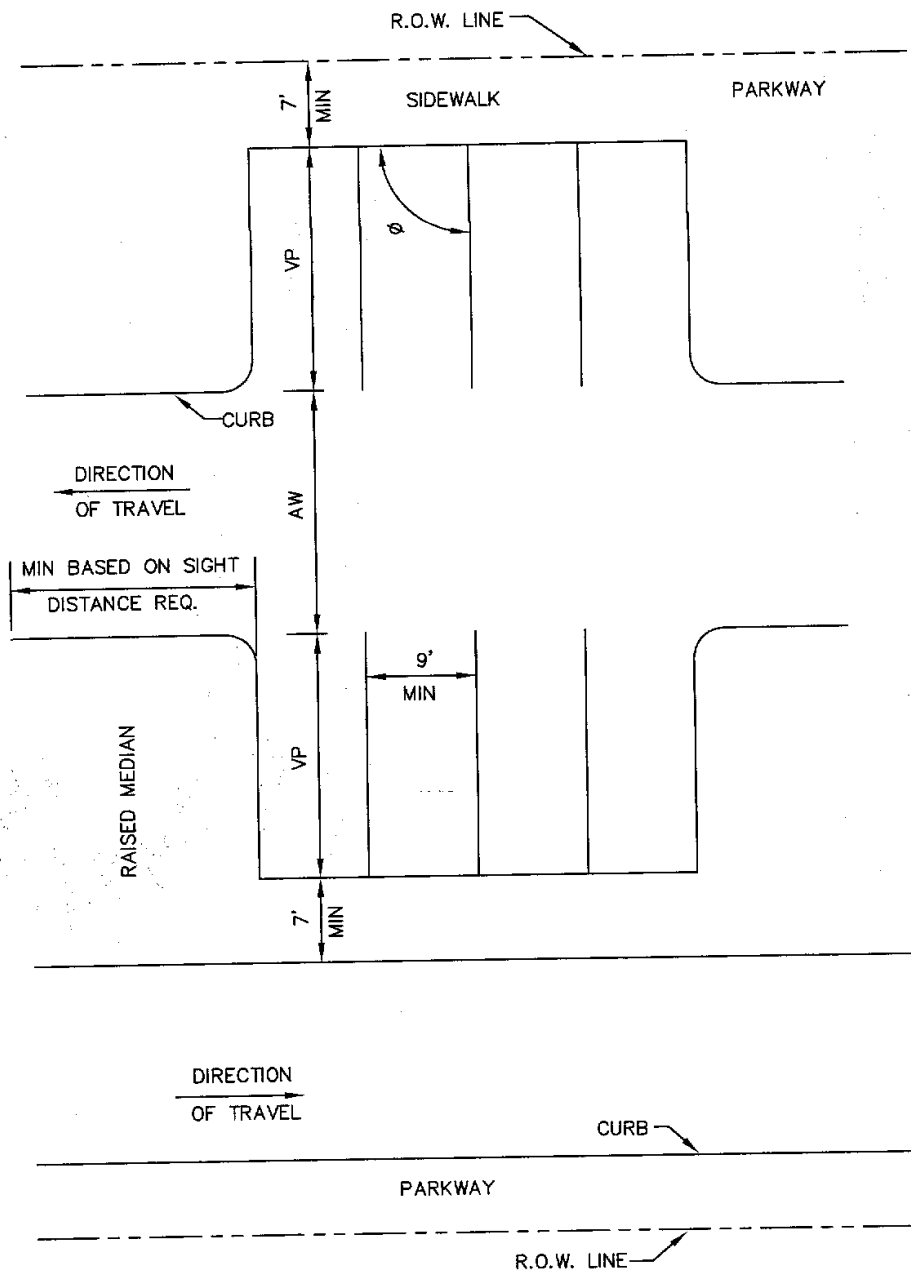
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INTERSECTION OFFSET

NOTE:
REFER TO SECTION 19.15.12 - STREET OFFSETS, TABLE 19.15-4 OF THE SUBDIVISION
ORDINANCE FOR MINIMUM OFF-SET DISTANCES

	TITLE 19 - SUBDIVISION ORDINANCE	INTERSECTION OFFSET	
	ENGINEERING DEPARTMENT	3-41A	
	DESIGN STANDARDS FOR CONSTRUCTION		
	Approved By <u>R. A. SHUBERT</u>	Checked By <u>H. M. E.</u>	
	Date <u>JUNE 03, 2008</u>	Drawn By <u>QEC/J.R.</u>	

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NOTES:

- 1) FOR TWO-WAY CIRCULATION ON A STREET, ROADWAY SHALL BE A MINIMUM OF 2 x AW WIDTH.
- 2) CLUSTER PARKING ON PARKWAY OR MEDIAN SHALL MEET MINIMUM SIGHT DISTANCE REQUIREMENTS OF INTERSECTIONS.
- 3) OTHER APPLICATIONS FOR CLUSTER PARKING SHALL BE PERMITTED UPON THE APPROVAL OF THE CITY ENGINEER BASED ON AASHTO GUIDELINES.

ANGLE ϕ	VEHICLE PROJECTION VP	AISLE WIDTH AW
45°	18'-0"	13'-0"
60°	19'-6"	16'-0"
75°	19'-9"	20'-0"
90°	20'-0"	20'-0"



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

CLUSTER PARKING

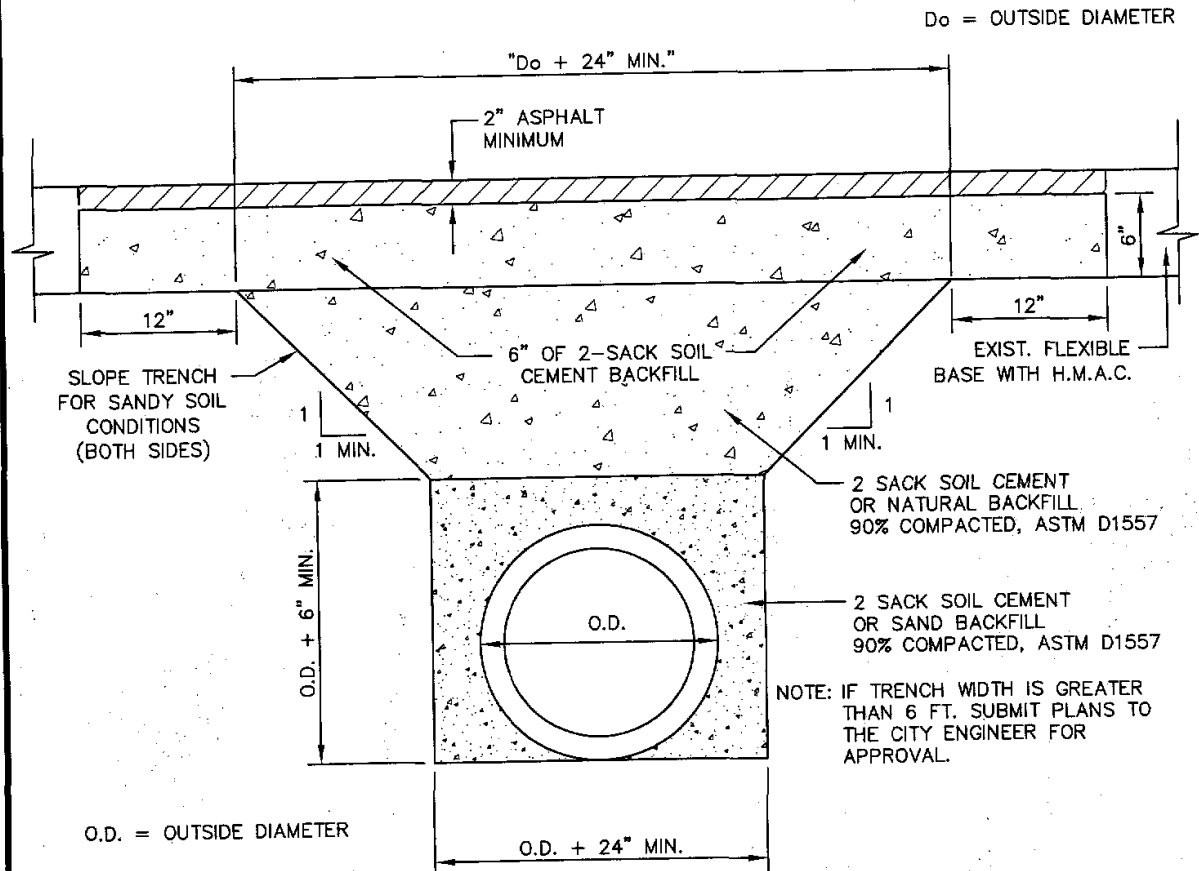
3-42

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Date JUNE 03, 2008

Checked By H. M. E.
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TRENCH BACKFILL & PAVEMENT REPLACEMENT



TYPICAL SECTION FLEXIBLE BASE WITH H.M.A.C. SURFACE

- ALL ASPHALT CUTS MUST BE SAW CUT.
- TWO SACK SOIL CEMENT MIX MUST BE 2 SACKS OF CEMENT PER ONE CUBIC YARD OF SOIL.
- PLACE BACKFILL MATERIAL IN 8" MAX. LIFTS AND COMPACT AS SPECIFIED.



TITLE 19 - SUBDIVISION ORDINANCE
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FOR CONSTRUCTION

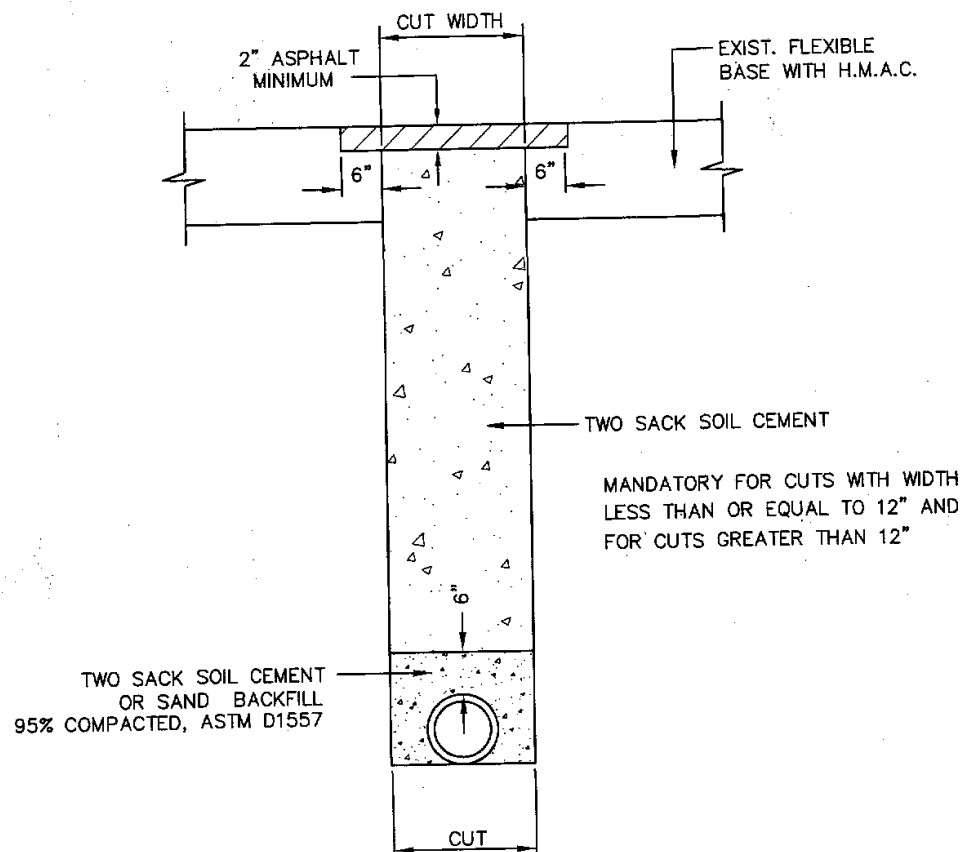
STREET PAVING CUT

3-43

Approved By R. A. SHUBERT	Checked By H. M. E.
Date JUNE 03, 2008	Drawn By QEC/I.R.

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CONDUIT TRENCHING



TYPICAL SECTION FLEXIBLE BASE WITH H.M.A.C. SURFACE

1. ALL ASPHALT CUTS MUST BE SAW CUT.
2. TWO SACK SOIL CEMENT MIX MUST BE
2 SACK OF CEMENT PER ONE CUBIC YARD OF SOIL.



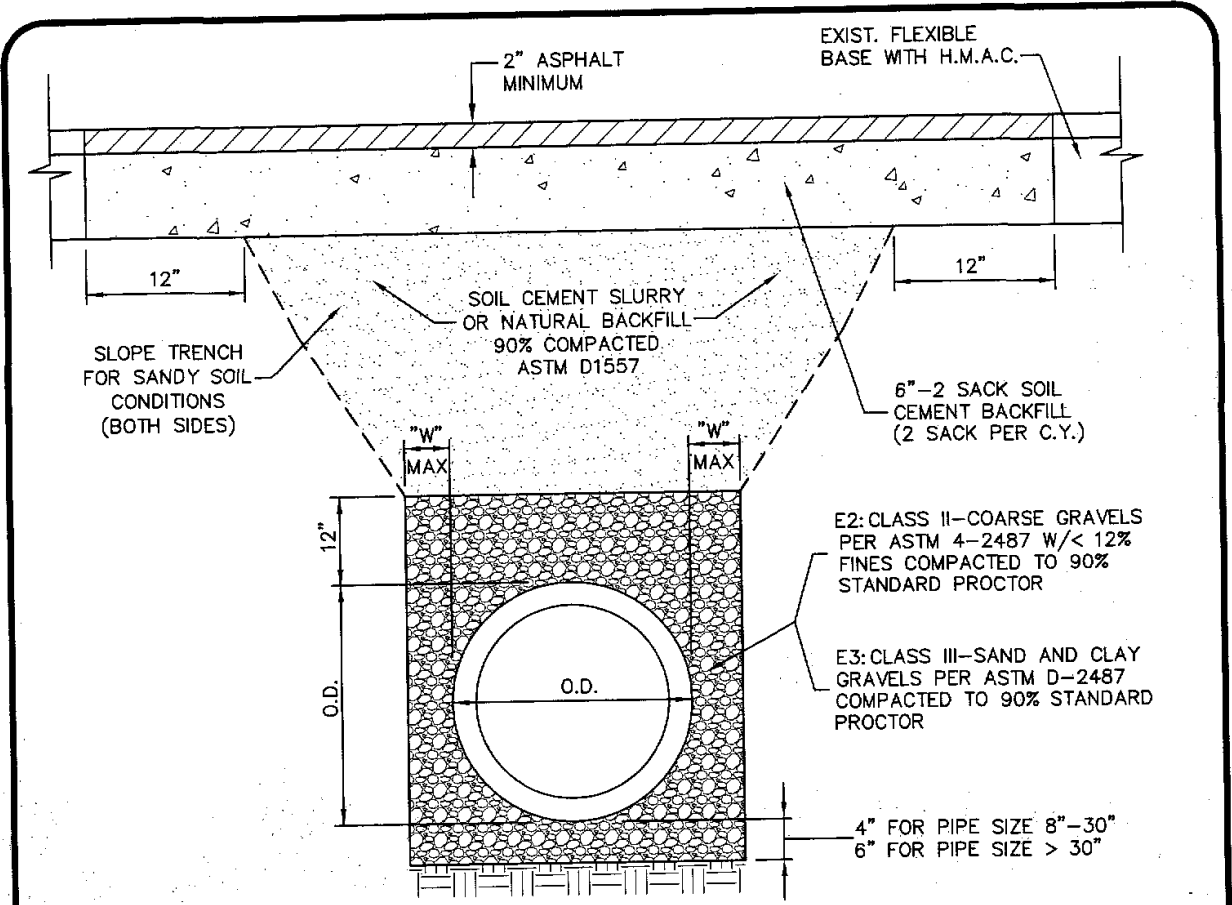
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

STREET PAVING CUT
(CONDUIT)
3-44

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Date JUNE 03, 2008

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GENERAL NOTES

1. NATURAL MATERIAL MAY BE USED PROVIDED IT MEETS THE SPECIFICATIONS FOR CLASS II OR III MATERIALS.
2. EMBEDMENT CONDITIONS SHOWN FOR DRY TRENCH.

CONSTRUCTION KEY NOTES

- A. PLACE EMBEDMENT MATERIAL IN 8" MAX. LIFTS AND COMPACT AS SPECIFIED.
B. TRENCH DIMENSION "W" AS FOLLOWS

<u>PIPE DIAMETER</u>	<u>"W"</u>
LESS THAN 24'	9"
24' THRU 48"	12"
GREATER THAN 48"	O.D./4

STREET PAVING CUT FOR FLEXIBLE PIPE



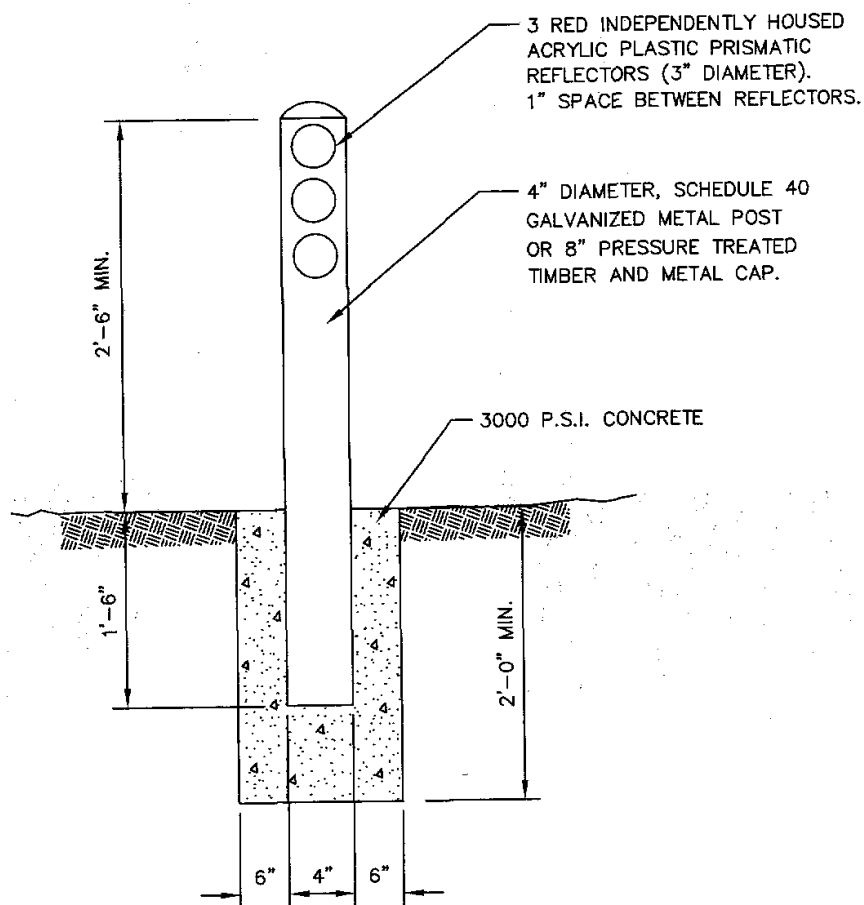
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

STREET PAVING CUT FOR FLEXIBLE PIPE

3-45

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METAL GUARD POST DETAIL



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

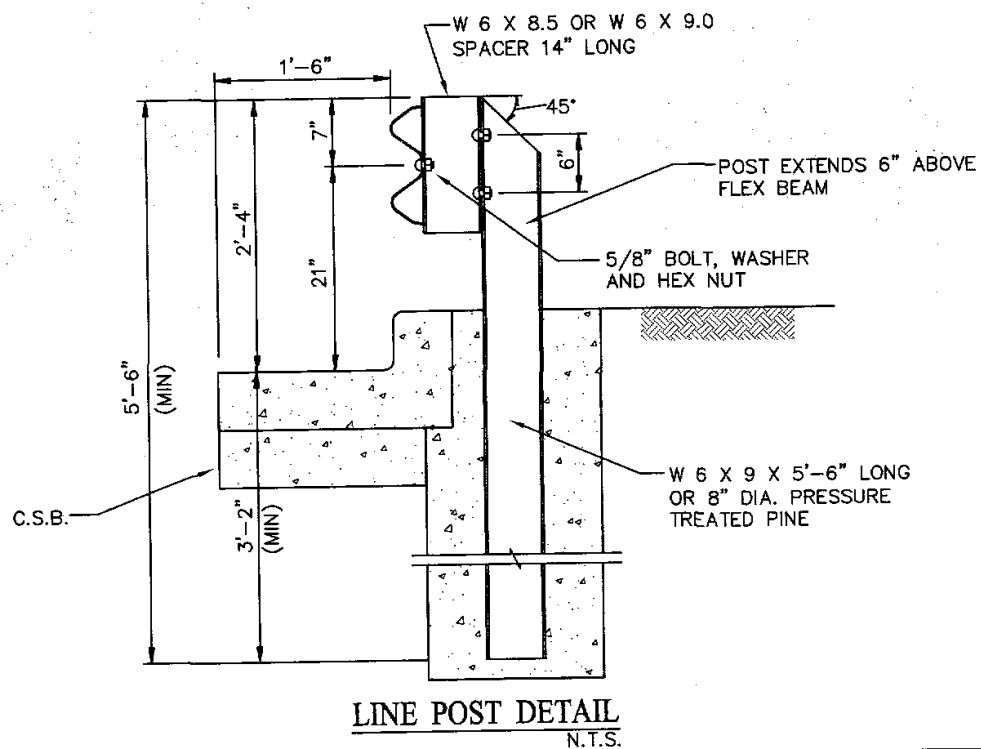
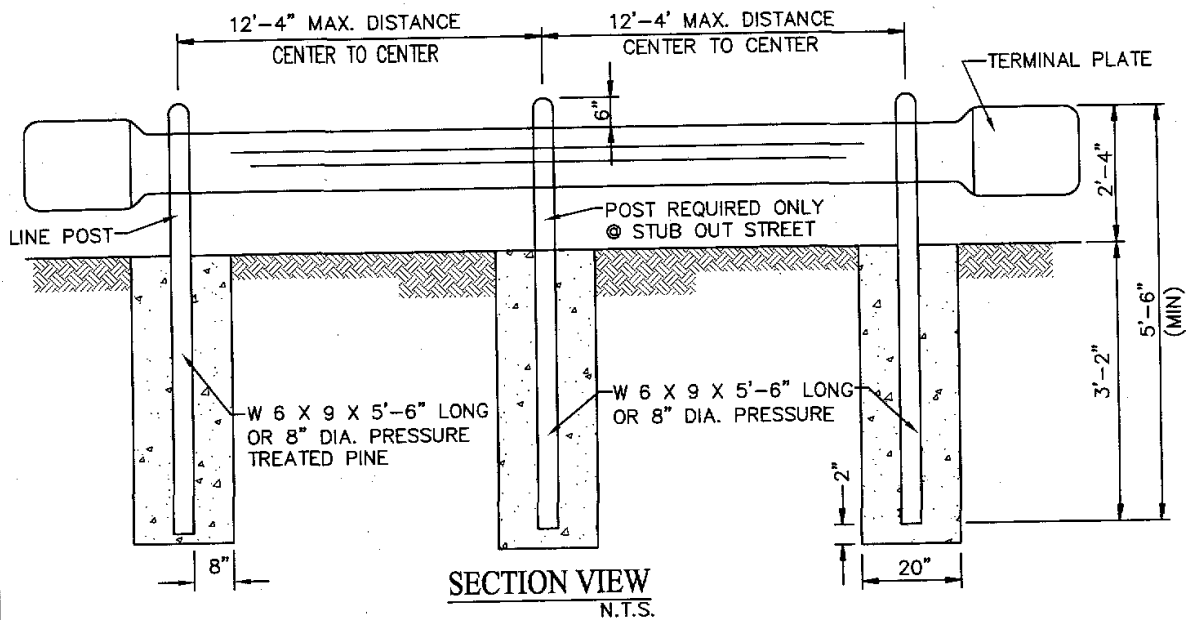
GUARD POST DETAIL

3-46

Approved By R. A. SHUBERT
Date JUNE 03, 2008

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TITLE 19 - SUBDIVISION ORDINANCE
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DESIGN STANDARDS
FOR CONSTRUCTION

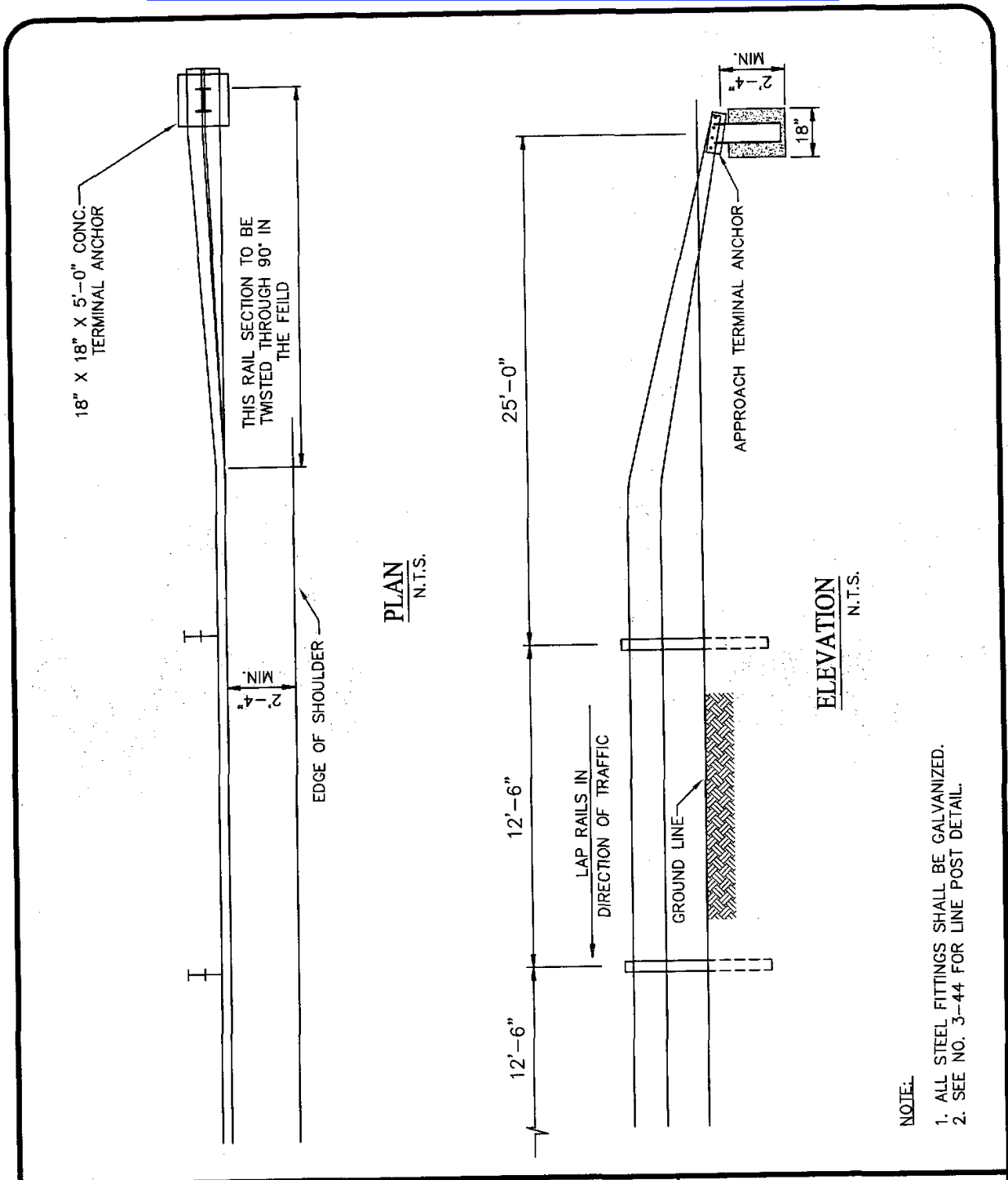
GUARD RAIL

3-47

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
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TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

TERMINUS METAL BEAM
GUARD FENCE

3-48

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC/J. R.

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PROPOSED CITY MONUMENT LOCATIONS

- A. MONUMENTS SHALL BE INSTALLED SO THAT ALL FRONT PROPERTY CORNERS OF ALL LOTS IN THE SUBDIVISION ARE WITHIN LINE OF SIGHT OF A MONUMENT, OR WITHIN SIGHT OF THE LINE BETWEEN TWO ADJACENT MONUMENTS
- B. EACH MONUMENT SHALL BE WITHIN LINE OF SIGHT OF ANOTHER MONUMENT
- C. MONUMENTS SHALL BE NO FARTHER THAN 2000 FEET APART
- D. AT LEAST ONE (1) MONUMENT SHALL BE PLACED ON EACH HORIZONTAL CURVE (PI) OF THE TANGENTS LEADING INTO THE CURVE FALLS OUTSIDE THE CURB LINE
- E. NO FEWER THAN TWO MONUMENTS SHALL BE PLACED IN ONE (1) STREET SUBDIVISIONS.



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

PROPOSED CITY
MONUMENTS
LOCATIONS
3-49

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
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**PLANE SURVEYS AND GEODETIC CONTROL
SUBMISSION REQUIREMENTS ON
ALL ENGINEERING AND GIS MAP DRAWINGS**

SCOPE:

THESE SUBMISSION REQUIREMENTS APPLY TO ALL WORK DONE IN THE CITY AND COUNTY OF EL PASO. IT IS PUT FORTH TO FACILITATE PERSONNEL TO ACCESS AND UPDATE MAP INFORMATION MORE EFFICIENTLY.

ALL FIELD WORK WHICH REQUIRES A SURVEY SHALL BE REQUIRED TO ABIDE TO THE FOLLOWING:

- BENCHMARK(S) ARE TO BE TIED TO THE PUBLISHED CITY OF EL PASO'S GEODETIC CONTROL POINTS, AND REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (TXC SPCS), FIPS 4203. HORIZONTAL DATA WILL BE REFERENCED TO NAD83, AND ELEVATIONS TO NAVD88.
- DETAILED CAD DRAWINGS ILLUSTRATING THE SPATIAL LAYOUT OF THE OVERHEAD (PORTION OF A PARCEL MAP AND/OR UTILITY INFRASTRUCTURE) SHALL HAVE ALL BENCHMARKS REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (TXC SPCS), FIPS 4203. HORIZONTAL DATA WILL BE REFERENCED TO NAD83, AND ELEVATIONS TO NAVD88. THIS WILL ALLOW THE ELECTRONIC DRAWING(S) TO CONFORM AND OVERLAY TO ALL EXISTING ENGINEERING COMPUTER AIDED DESIGNS, GIS LAYERS AND IMAGERY.

DELIVERY

1. A DIGITAL COPY(S) OF THE COMPUTER AIDED DESIGN DRAWING REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, FIPS 4203, NAD83, AND ELEVATIONS TO NAVD88; ELEVATIONS WILL BE NOTED (ANNOTATED) NEXT TO THE BENCHMARK(S) IN BOTH NAVD88 AND GROUND/SURFACE COORDINATES.
2. A HARD COPY.
3. A REPORT ON THE ELEVATIONS OF SURVEYED BENCHMARKS IN GROUND COORDINATES AND REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988

AN ADDITIONAL REPORT IS REQUIRED WHEN A NEW BENCHMARK IS TIED INTO THE SURVEY. THE REPORT WILL INCLUDE THE SURVEYED COORDINATES AND THE TIED COORDINATES AS THEY READ FROM THE CITY OF EL PASO'S GEODETIC CONTROL SYSTEM.



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT

**DESIGN STANDARDS
FOR CONSTRUCTION**

PLANE SURVEYS AND
GEODETIC CONTROL

3-50

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
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SURVEYS AND MONUMENTS

TEXAS COORDINATE SYSTEM MONUMENTATION: SUBDIVISION PLATS INTRODUCED TO THE CITY OF EL PASO SHALL BE TIED TO TEXAS STATE PLANE COORDINATE SYSTEM CONTROL ZONE, IN CONFORMANCE WITH THE REQUIREMENTS OF DIVISION X, CHAPTER X, SECTION XXX ET SEQ. OF THE PUBLIC RESOURCES CODE OF THE STATE OF TEXAS, UNLESS WAIVED IN WRITING BY THE CITY ENGINEER. COORDINATES AND BEARINGS MAY BE BASED UPON TEXAS CENTRAL STATE PLANE COORDINATE SYSTEM AND SHALL BE BASED UPON THE HORIZONTAL DATUM OF 1983 AND VERTICAL DATUM OF 1988. ALL TIES SHALL BE IDENTIFIED WITH GRID BEARINGS AND GROUND LEVEL DISTANCES, AND THE FOLLOWING NOTE SHALL APPEAR ON ALL SHEETS OF THE MAP UPON WHICH ANY PARCEL IS SHOWN:

TEXAS STATE PLANE COORDINATE SYSTEM: COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, FIPS 4203, US SURVEY FEET (NAD 83, NAVD 88) AND TIED TO THE CITY OF EL PASO'S GEODETIC CONTROL POINT SURVEY. DISTANCES SHOWN ARE GROUND LEVEL DISTANCE. TO OBTAIN GRID DISTANCE, MULTIPLY GROUND LEVEL DISTANCE BY (COMBINATION FACTOR). THE NORTH ARROW SHALL INDICATE GRAPHICALLY THE DIVERGENCE BETWEEN GEODETIC NORTH AND GRID NORTH, AND THE THETA (Θ) ANGLE SHALL BE SHOWN NOTING AT WHICH MONUMENT SAID ANGLE WAS COMPUTED. THE ONLY COORDINATES APPEARING ON THE FINAL MAP SHALL BE FOR THE PRIMARY GEODETIC CONTROL STATIONS.

BOUNDARY MONUMENTS: MONUMENTS SHALL BE SET OR REFERENCED ON THE EXTERIOR BOUNDARY OF THE SUBDIVISION AT ALL CORNERS, ANGLE POINTS, BEGINNING AND ENDS OF CURVES AND AT INTERMEDIATE POINTS NOT TO EXCEED 1,000 FEET APART. THE LOCATION OF INACCESSIBLE POINTS SHALL BE ESTABLISHED BY TIES TO THE CITY OF EL PASO'S GEODETIC CONTROL POINT SURVEY AND SHALL BE NOTED ON THE FINAL MAP OR PARCEL MAP. IF ANY OR ALL OF THE BOUNDARY MONUMENTS ARE TO BE SET AFTER FILING OF THE FINAL MAP OR PARCEL MAP WITH THE COUNTY RECORDER, THE SURVEYOR MAKING THE SURVEY SHALL FURNISH EVIDENCE ACCEPTABLE TO THE CITY ENGINEER TO SUBSTANTIATE HIS REASONS FOR DEFERRING THE SETTING OF SUCH MONUMENTS UNTIL AFTER FILING OF SUCH MAP WITH THE COUNTY RECORDER.

INTERIOR MONUMENTS: MONUMENTS SHALL BE SET AT ALL BLOCK, LOT OR PARCEL CORNERS AND ANGLE POINTS AND AT THE BEGINNINGS AND ENDS OF CURVES AND WITHIN STREET RIGHTS-OF-WAY. IF THE INTERIOR MONUMENTS ARE NOT SET WITHIN THE PERIOD OF TIME SPECIFIED ON THE SURVEYOR'S CERTIFICATE, THE CITY ENGINEER SHALL BY WRITTEN NOTICE FORTHWITH DIRECT THE SURVEYOR OF RECORD TO SET SUCH MONUMENTS WITHIN SIXTY (60) DAYS OF NOTICE, AND FURNISH SUCH FIELD NOTES AS WERE AGREED TO BE SET AND FURNISHED ON SAID CERTIFICATE. IF THE SURVEYOR FAILS TO COMPLY WITH SAID DIRECTIVE AFTER 60 DAYS, THE CITY ENGINEER SHALL WITHOUT FURTHER NOTICE SUBMIT A WRITTEN COMPLAINT AND REQUEST FOR DISCIPLINARY ACTION AGAINST SAID SURVEYOR TO THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING.

MONUMENT TYPE: ALL BOUNDARY MONUMENTS AND MONUMENTS SET WITHIN EXISTING AND PROPOSED CITY RIGHTS-OF-WAY SHALL BE STANDARD CITY MONUMENTS AND SHALL BE SET TO THE DEPTH AND IN THE MANNER PRESCRIBED IN THE SUBDIVISION STANDARDS.

MONUMENT IDENTIFICATION MARKS: ALL MONUMENTS SET AS REQUIRED HEREIN SHALL BE PERMANENTLY AND VISIBLY MARKED OR TAGGED WITH THE REGISTRATION OR LICENSE NUMBER OF THE SURVEYOR WHO SIGNS THE SURVEYOR'S CERTIFICATE AND UNDER WHOSE SUPERVISION THE SURVEY WAS MADE.

REPLACEMENT OF DESTROYED MONUMENTS: ANY MONUMENT SET AS REQUIRED HEREIN WHICH IS DISTURBED OR DESTROYED BEFORE ACCEPTANCE OF ALL IMPROVEMENTS BY THE CITY SHALL BE REPLACED BY THE SUBDIVIDER'S SURVEYOR AND NEW MONUMENT CERTIFICATION SHALL BE SUBMITTED.

SURVEY DATA AND INFORMATION TO BE SHOWN ON FINAL MAP OR PARCEL MAP: THE FOLLOWING SURVEY DATA AND INFORMATION SHALL BE SHOWN ON EACH FINAL MAP OR PARCEL MAP BASED UPON A FIELD SURVEY: 1) STAKES, MONUMENTS OR OTHER EVIDENCE FOUND ON THE GROUND TOGETHER WITH THEIR PRECISE POSITIONS TO DETERMINE THE BOUNDARIES OF THE SUBDIVISION; AND 2) CORNERS OF ALL ADJOINING PROPERTIES IDENTIFIED BY LOT AND BLOCK NUMBERS, SUBDIVISION NAMES, NUMBERS AND PAGE OF RECORD OR BY SECTION, TOWNSHIP AND RANGE OR OTHER PROPER DESIGNATION.



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
**DESIGN STANDARDS
FOR CONSTRUCTION**

**SURVEYS AND
MONUMENTS**

3-51

Approved By R. A. SHUBERT
Date JUNE 03, 2008

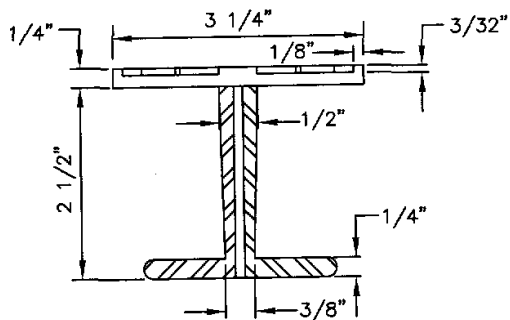
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Drawn By QEC/J.R.

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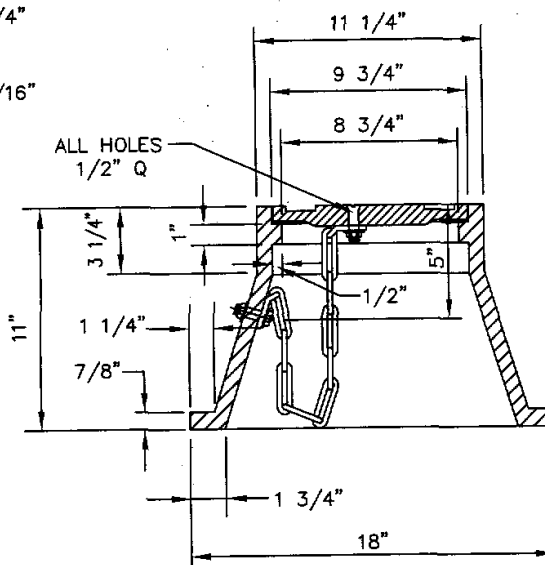
EMBOSS STAR, RING AND
LETTERS TO HEIGHT
OF $\frac{3}{32}$ "



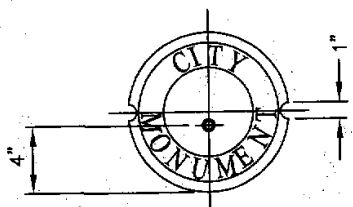
OUTSIDE RADIUS
OF STAR = $\frac{3}{4}$ "
INSIDE RADIUS
OF STAR = $\frac{3}{16}$ "



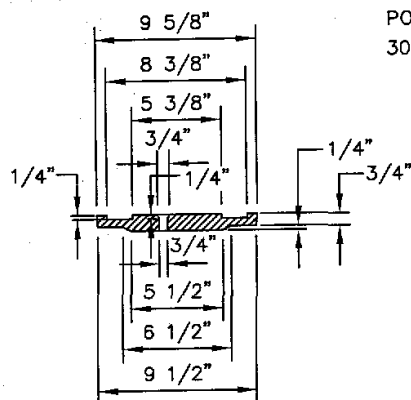
BRONZE MONUMENT CAP



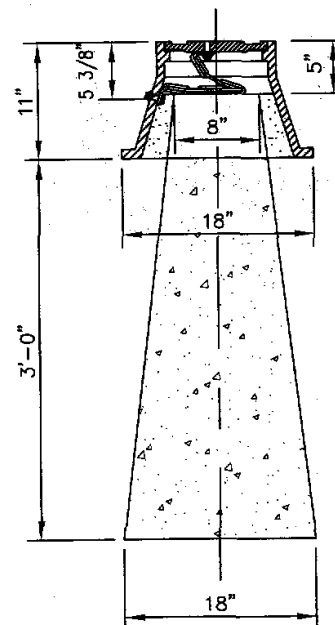
MONUMENT BOX



NO FORMS REQUIRED
CONCRETE TO BE
POURED IN PLACE.
3000 P.S.I. CONCRETE.



BOX COVER



SECTION VIEW



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

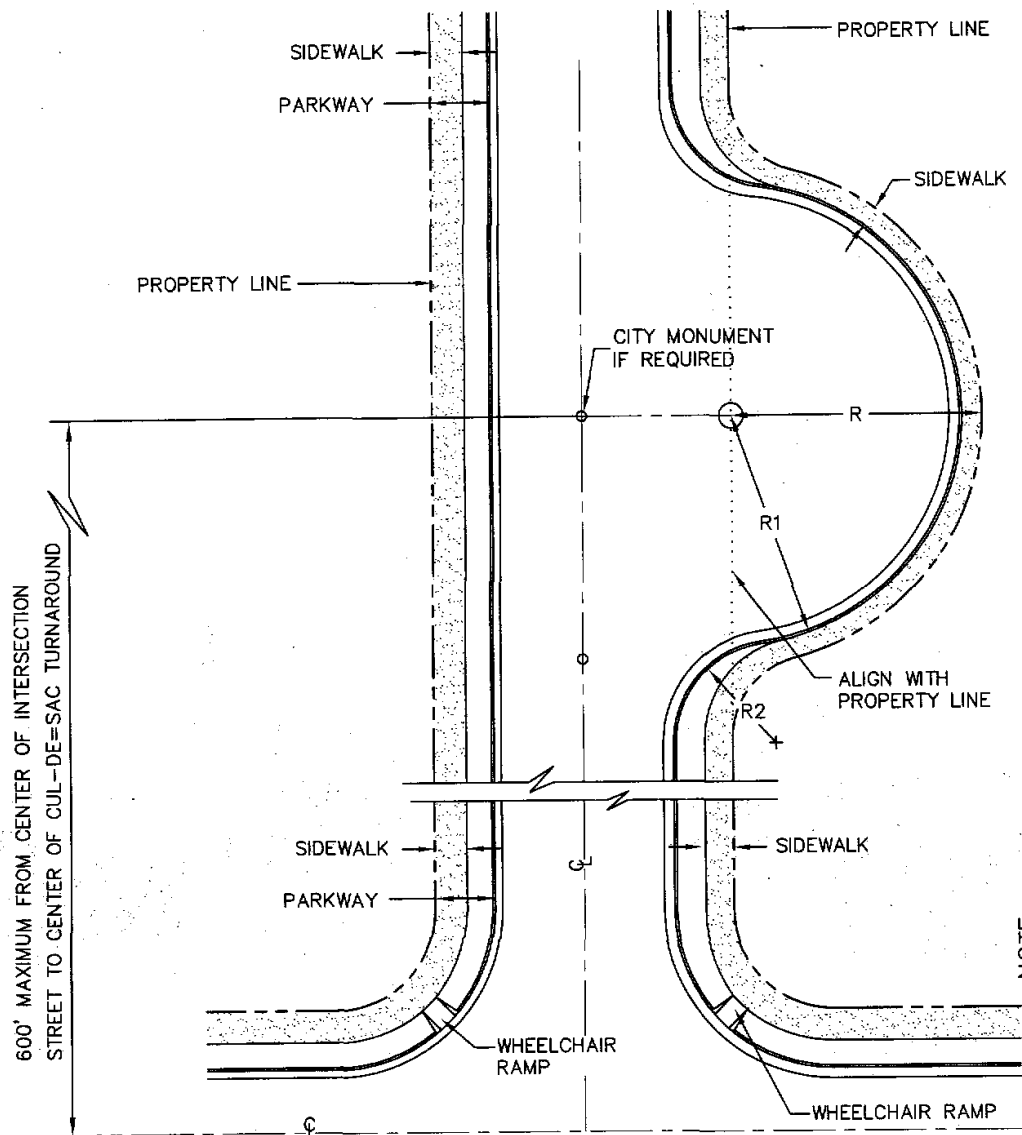
CITY SURVEY
MONUMENT

3-52

Approved By R. A. SHUBERT
Date JUNE 03, 2008

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NOTE:
WHERE SIDEWALKS ARE NOT REQUIRED OR ARE PERMITTED TO BE LOCATED ADJACENT TO AND PARALLEL WITH THE CURB LINE, THE TOTAL STREET RIGHT-OF-WAY SHALL BE REDUCED BY DEDUCTING 3'-6" FROM THE PARKWAY ON EACH AFFECTED SIDE OF THE STREET.

	R	R1	R2
32' LOCAL	58'	54'	20'
RESIDENTIAL COLLECTOR = (36' RDWY.)	50'	46'	20'
MINOR\DIVIDED\MOUNTAIN RESIDENTIAL = (20' RDWY.)	66'	62'	20'
* DIVIDED MOUNTAIN RESIDENTIAL = (10' RDWY.)	-	-	-

* SINGLE EYEBROW CUL-DE-SAC SHALL NOT BE PERMITTED



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FOR CONSTRUCTION

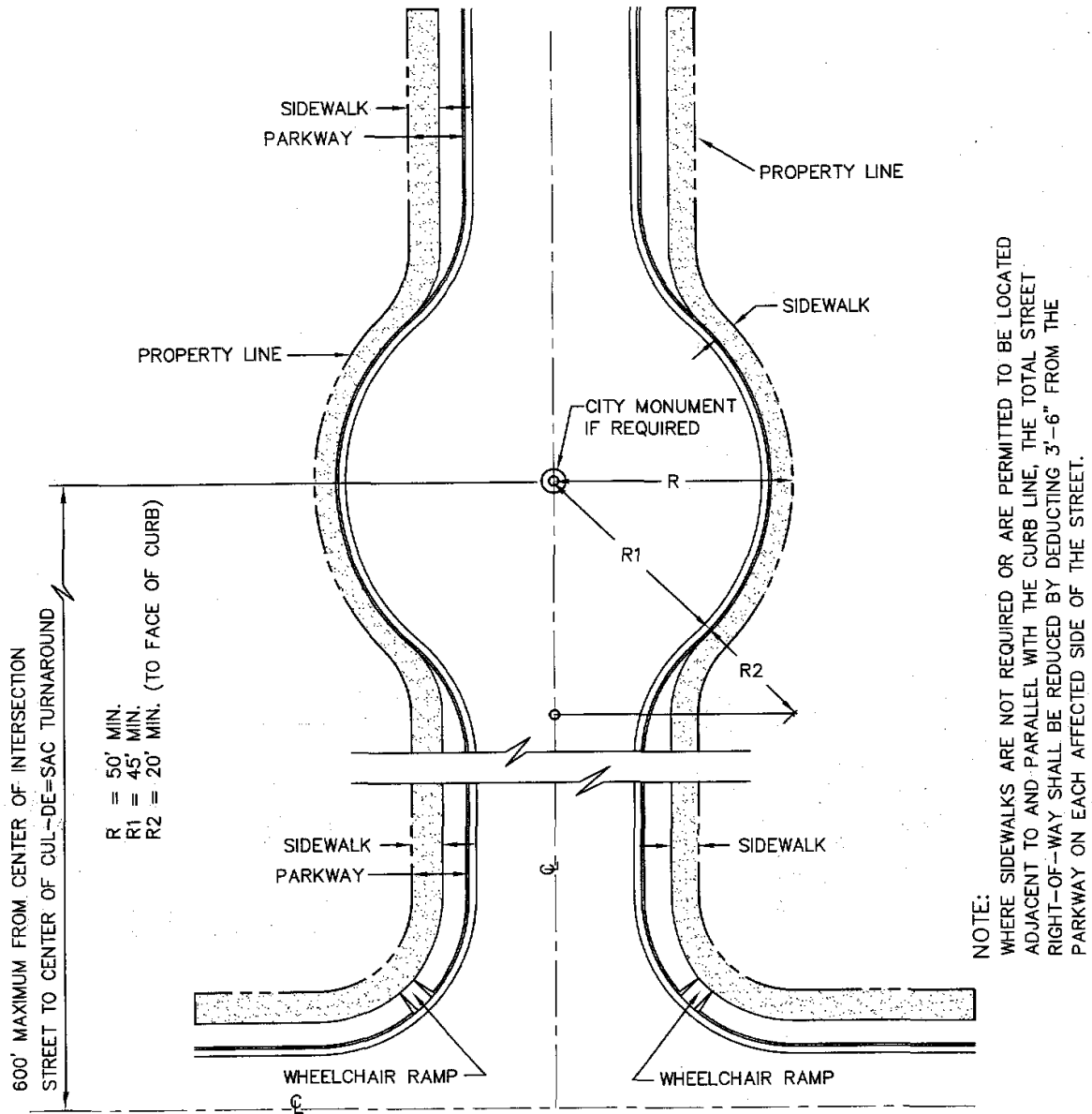
SINGLE EYEBROW
CUL-DE-SAC

3-53

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DIVIDED MOUNTAIN RESIDENTIAL DUAL EYEBROW CUL-DE-SAC'S MAY BE PERMITTED SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.



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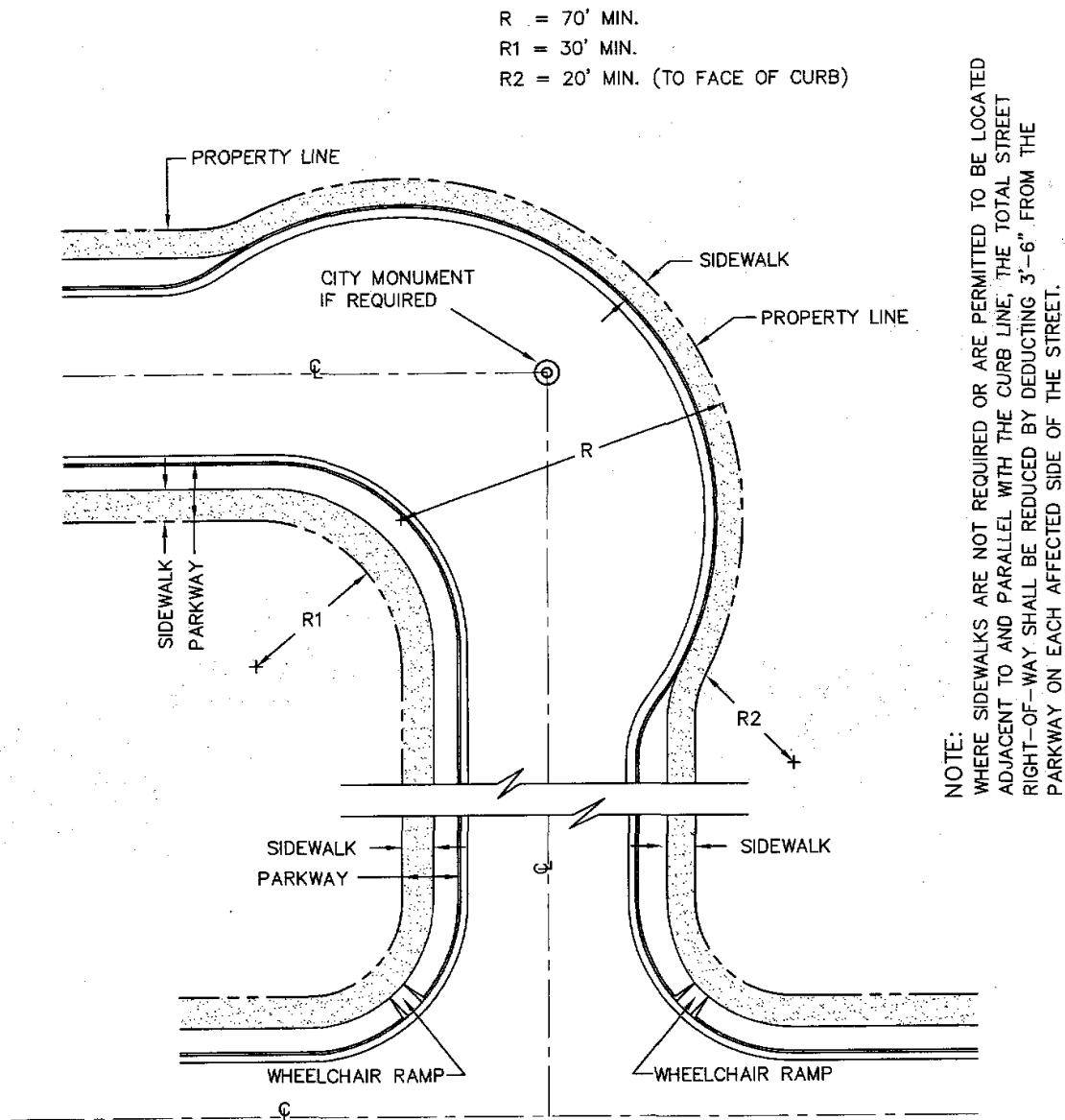
DUAL EYEBROW
CUL-DE-SAC

3-54

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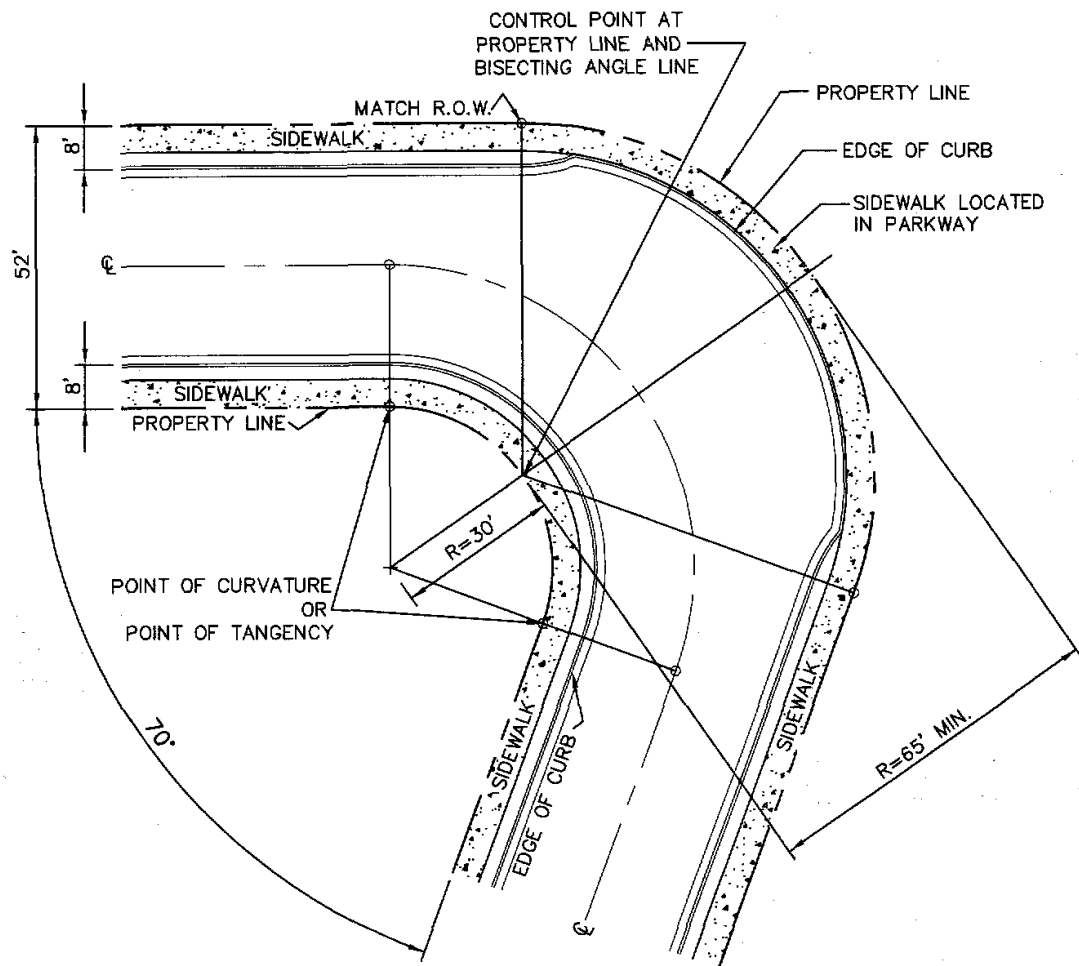
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TURNING HEEL CURVE

3-55

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PROPOSED 70 DEGREE ANGLE (MIN.) TURNING HEEL.



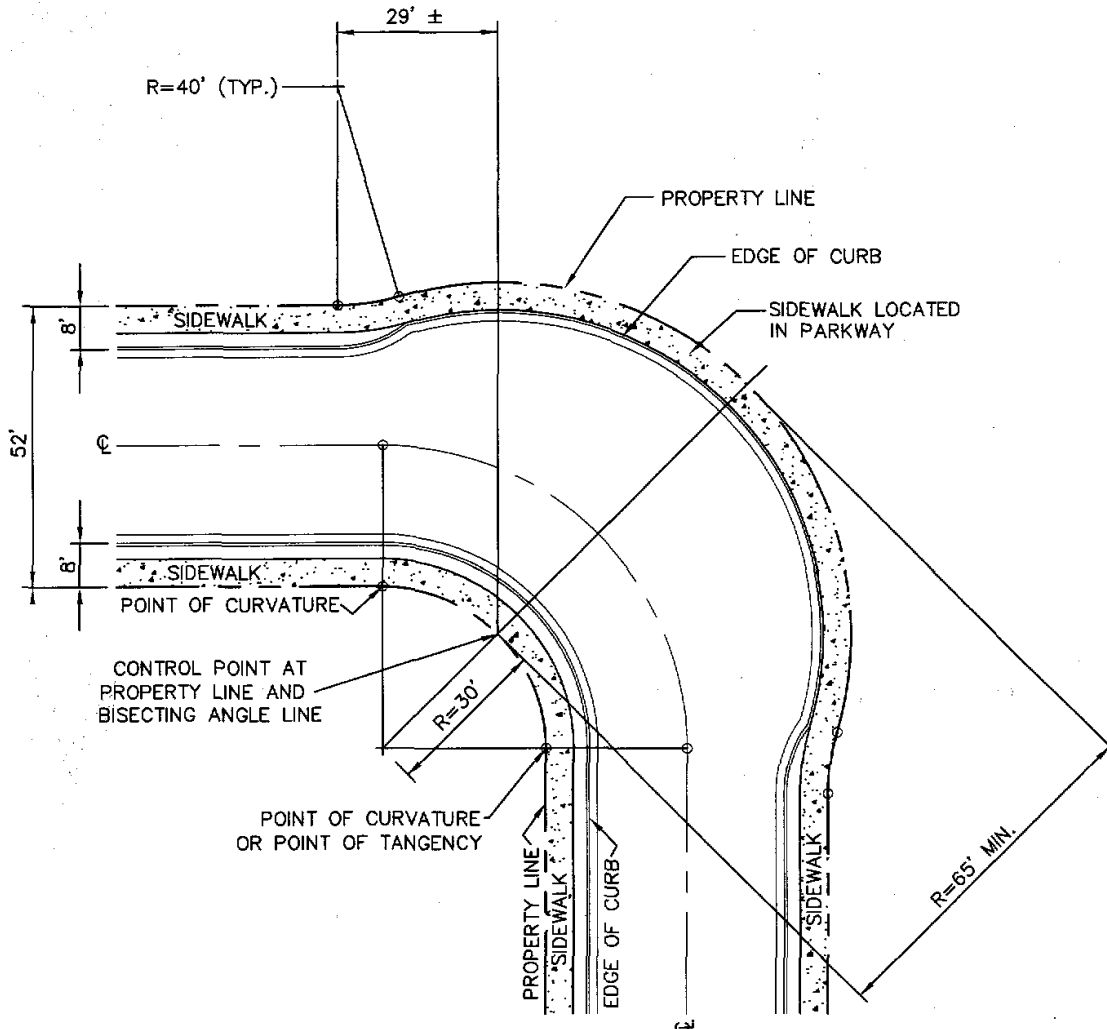
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PROPOSED 70 DEGREE
ANGLE (MIN.) TURNING HEEL
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PROPOSED 90 DEGREE ANGLE TURNING HEEL.



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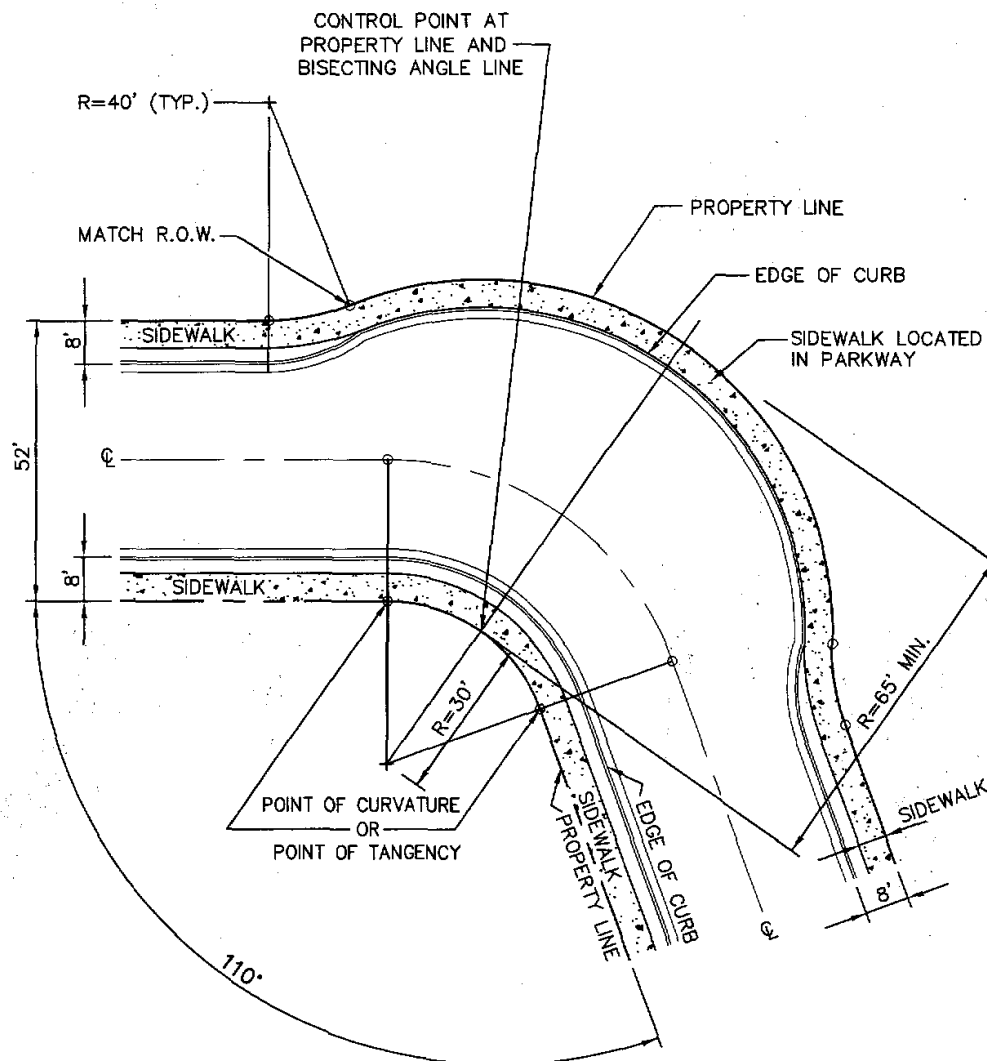
PROPOSED 90 DEGREE
ANGLE TURNING HEEL

3-57

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PROPOSED 110 DEGREE ANGLE (MAX.) TURNING HEEL.



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PROPOSED 110 DEGREE
ANGLE (MAX.) TURNING
HEEL

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SECTION 4

SECTION 4

FENCING

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CHANLINK FENCE POST.....	4-2
ROCKWALL DESIGN.....	4-3
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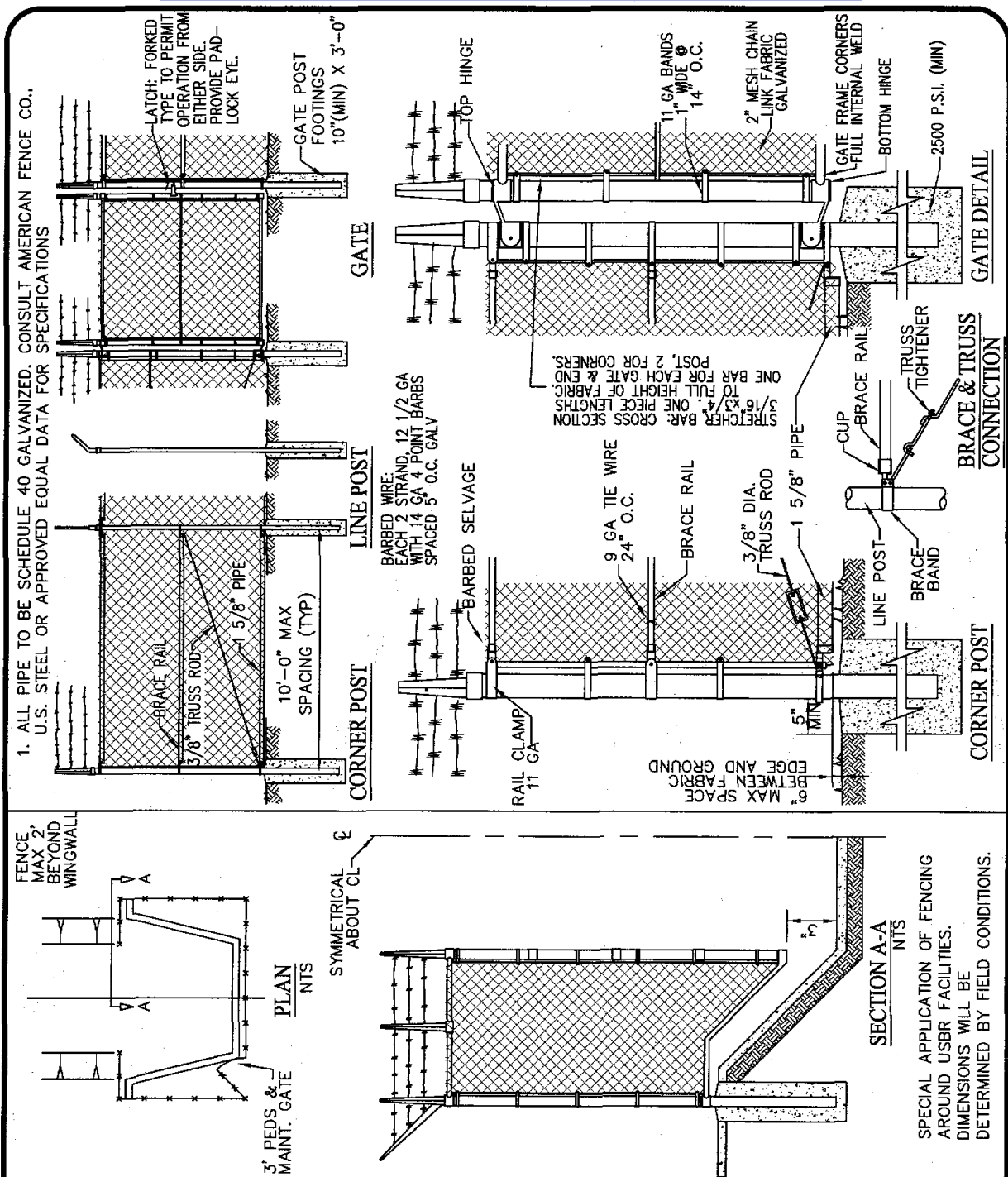
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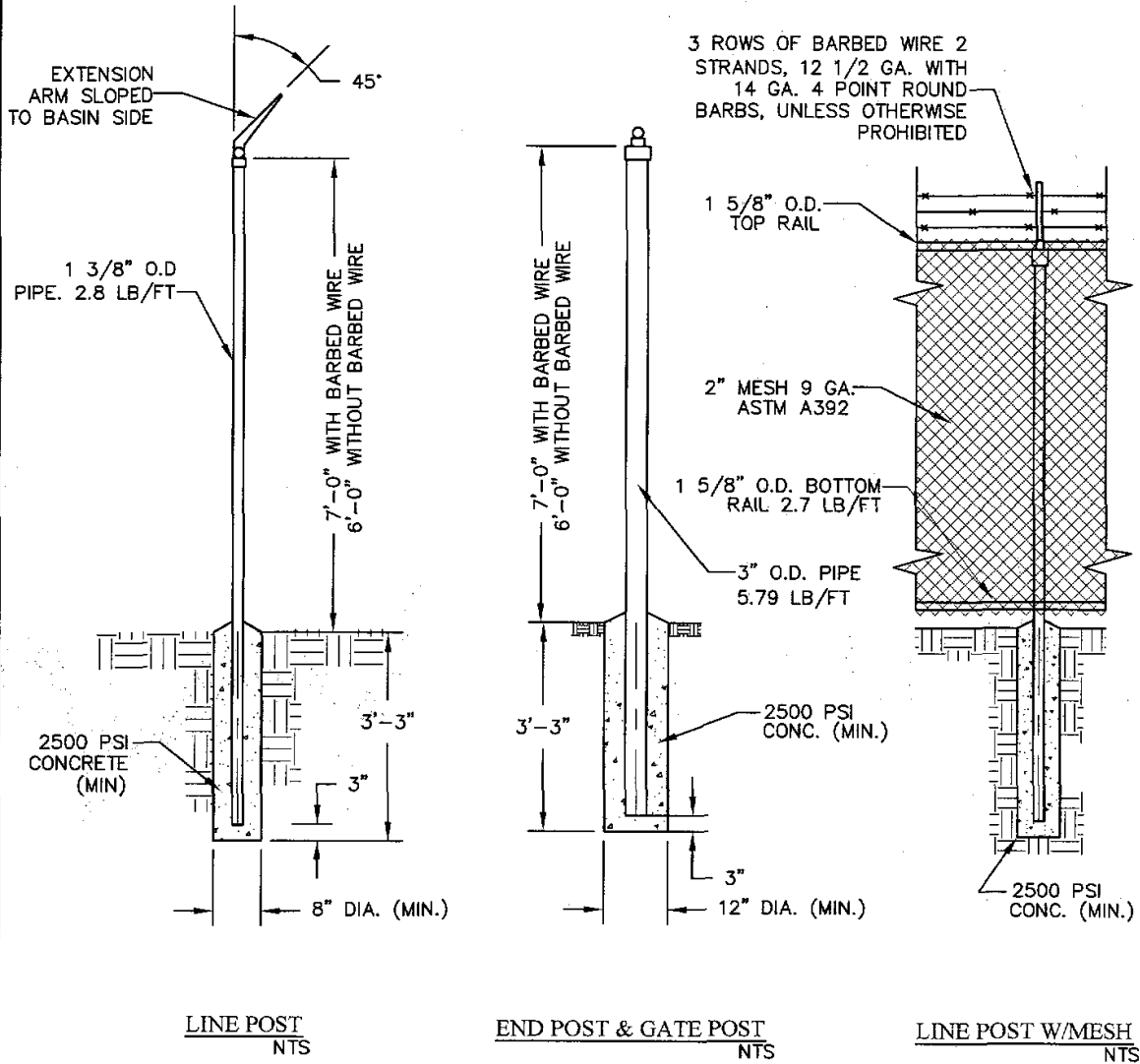
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CHAINLINK
 STANDARD DETAILS
 4-1

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NOTE : ALL PIPE TO BE SCHEDULE 40

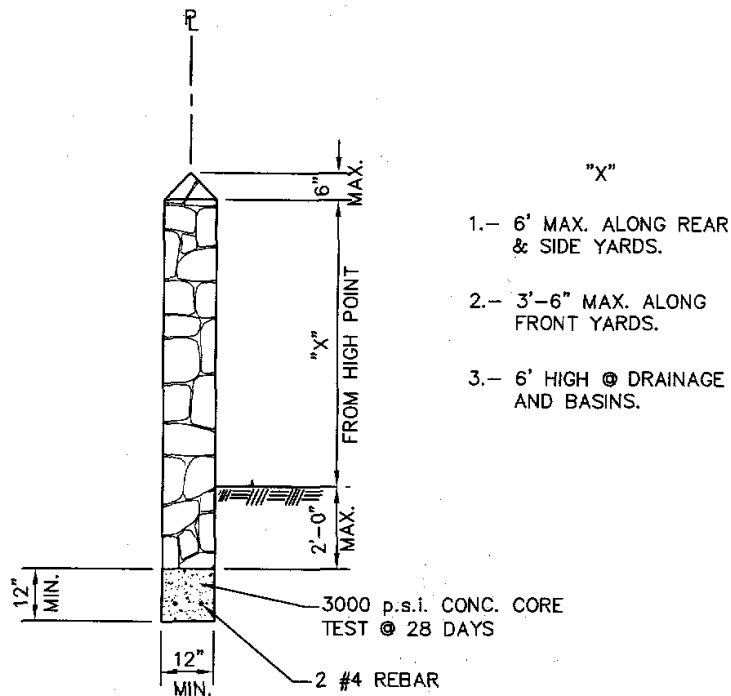


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CHAINLINK FENCE
POSTS
4-2

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ROCKWALL ADJACENT TO RESIDENTIAL LOTS

NOTES:

1. STONE FOR ROCKWALL SHALL BE AS NEARLY UNIFORM IN SECTIONS AS IS PRACTICABLE. THE STONE SHALL BE DENSE AND RESISTANT TO AIR AND WATER.
2. MORTAR SHALL BE TYPE "S" 1800 P.S.I. AS PER ASTM C270
3. MASONRY WALLS OVER SIX (6) FEET IN HEIGHT AND THOSE USED FOR EARTH RETENTION OVER TWO (2) FEET SHALL BE DESIGNED AS STRUCTURAL WALLS.
4. WALLS ADJACENT TO PONDING AREAS OR DRAINAGE DITCHES MAY BE CONSTRUCTED OF BRICK OR CINDER BLOCK AND SHALL NOT BE LESS THAN SIX (6) FEET HIGH.
5. ROCKWALL MORTAR JOINTS SHALL NOT EXCEED TWO (2) INCHES.
6. PROVIDE ONE (1) INCH EXPANSION JOINTS AT EVERY 100 FEET.
7. ALL STONE SHALL BE THOROUGHLY SOAKED BEFORE BEING PLACED.
8. NO RIVER ROCK SHALL BE ALLOWED FOR ROCKWALLS.



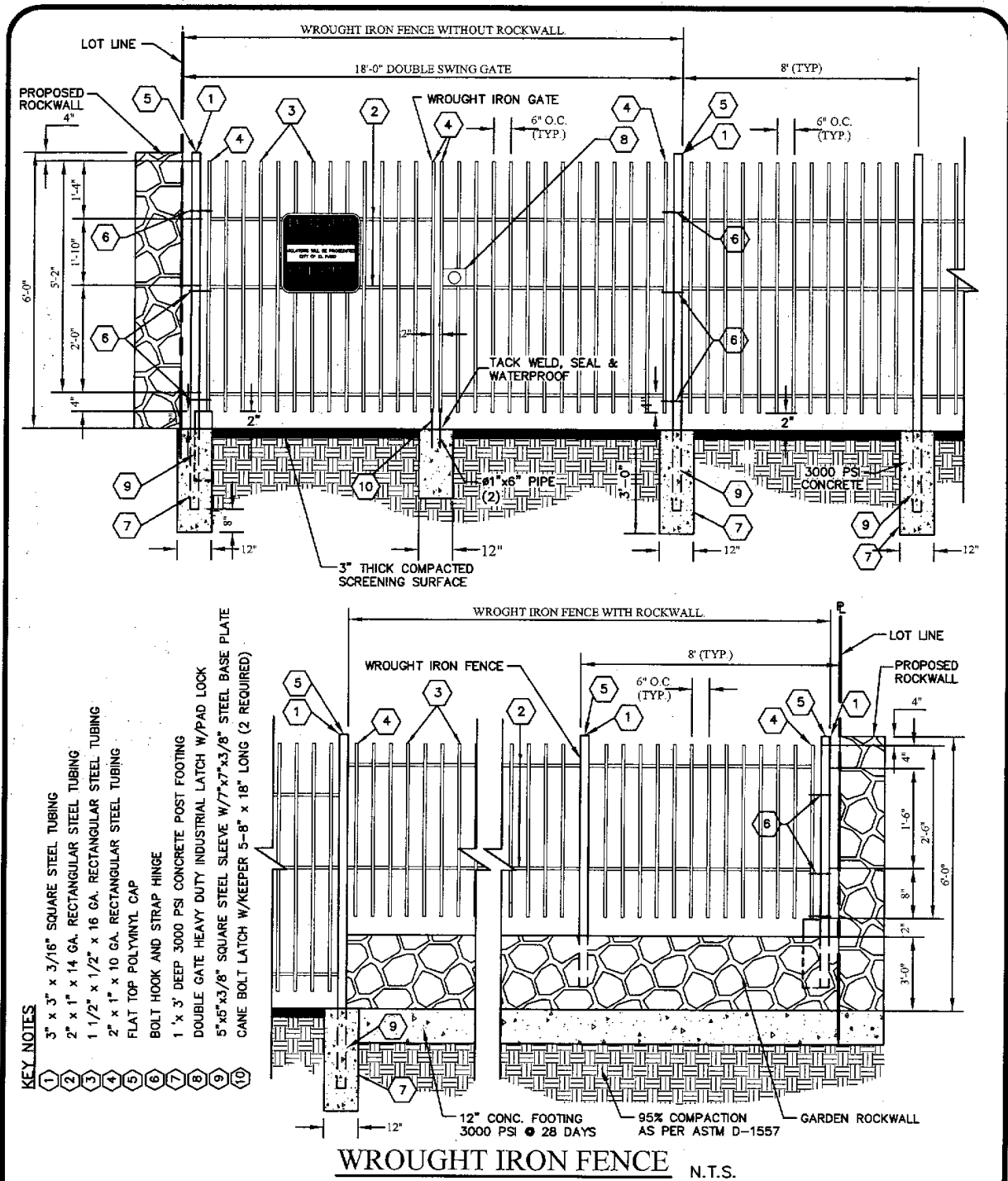
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ROCK WALL DESIGN

4-3

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WROUGHT IRON
FENCE AND GATE
DETAIL
4-4

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SECTION 5

SECTION 5

EARTH RETENTION AND EROSION CONTROL

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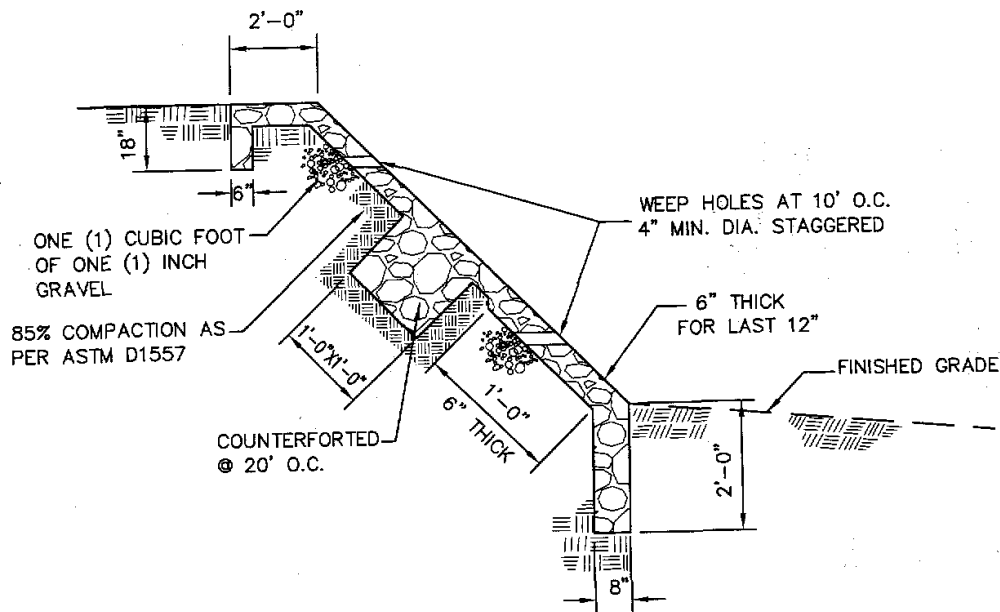
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ROCK RIP-RAP DETAIL

NOTES:

1. ROCK RIP-RAP SHALL BE PLACED ON EMBANKMENTS OR SLOPES WHERE REQUIRED BY THE CITY ENGINEER FOR EROSION PROTECTION, EXCEPT FOR PONDING AREAS. (SEE SECTION 2)
2. ROCK RIP-RAP SHALL BE A MINIMUM OF 8" MORTARED ROCK.
3. STONE FOR ROCK RIP RAP SHALL BE AS NEARLY UNIFORM IN SECTION AS IS PRACTICABLE. STONE SHALL BE QUARRIED; FRACTURED RIVERROCK SHALL NOT BE PERMITTED.
4. MORTAR FOR ROCK RIP-RAP SHALL BE TYPE S, 1800 P.S.I. AS PER ASTM C270.
5. FOR SLOPES GREATER THAN 1:1 OR VERTICAL HEIGHT OF MORE THAN SIX (6) FEET, THE RIP RAP SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER.
6. PROVIDE ONE (1) INCH EXPANSION JOINT AT EVERY FIFTY (50) FEET.
7. PROVIDE DUMMY JOINTS AT TEN (10) FEET O.C.
8. NON-MORTARED ROCK RIP RAP SHALL BE ALLOWED WHERE APPROVED BY THE CITY ENGINEER.



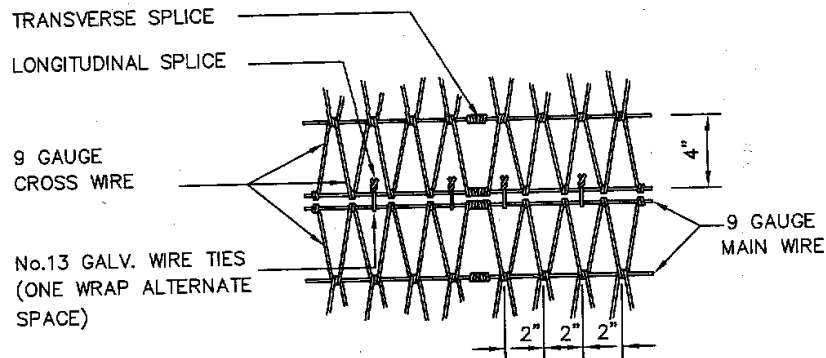
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ROCK RIP RAP
5-2

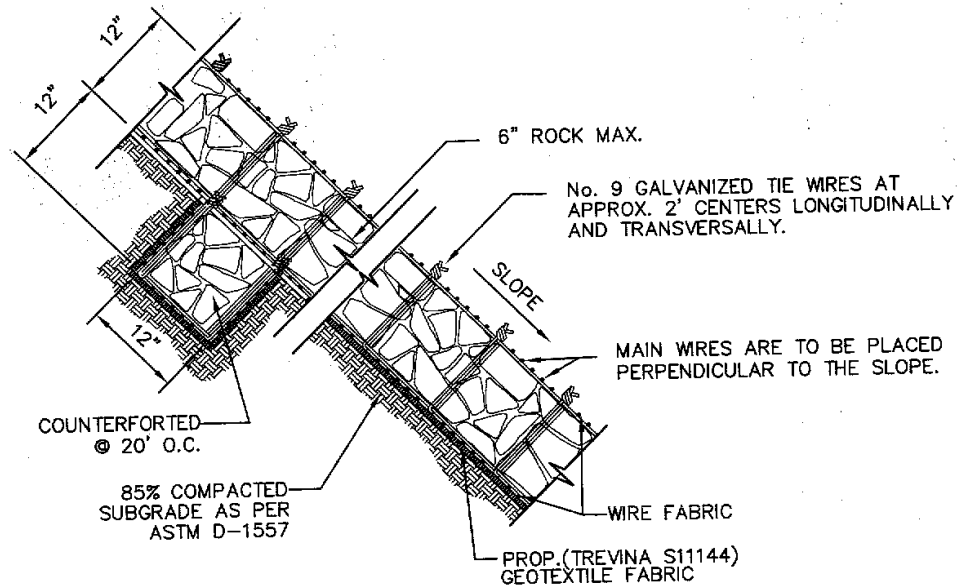
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WIRE FABRIC AND SPLICE DETAIL (FOR NON-COHESIVE SOIL) N.T.S.



TYPICAL SECTION

WIRE WRAPPED RIP-RAP DETAIL N.T.S.



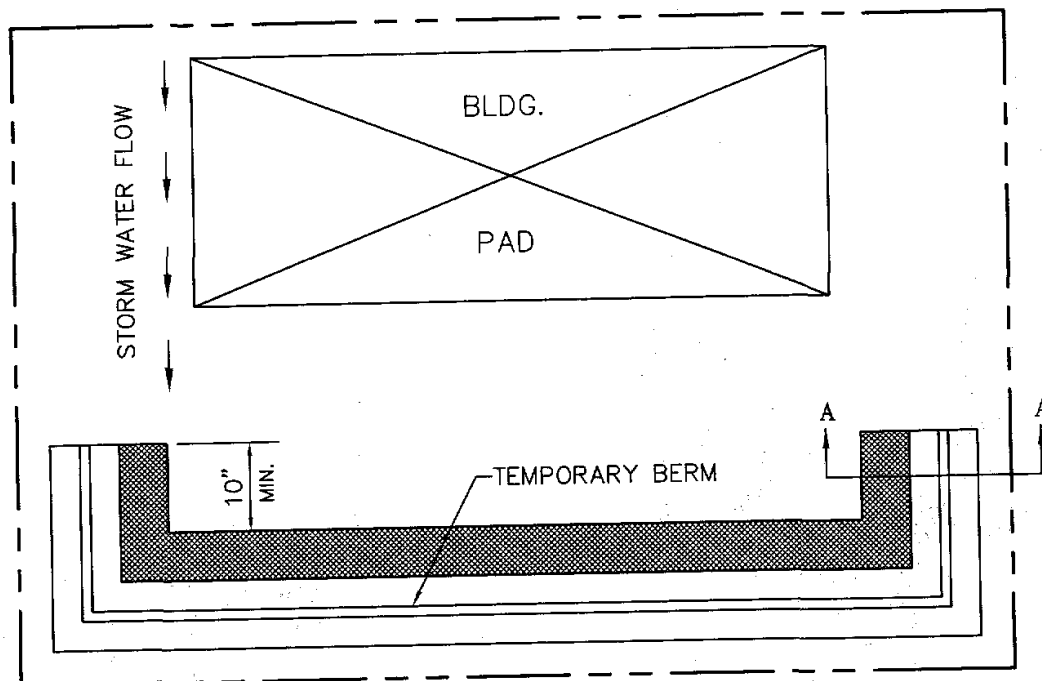
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WIRE WRAPPED
RIP-RAP
5-3

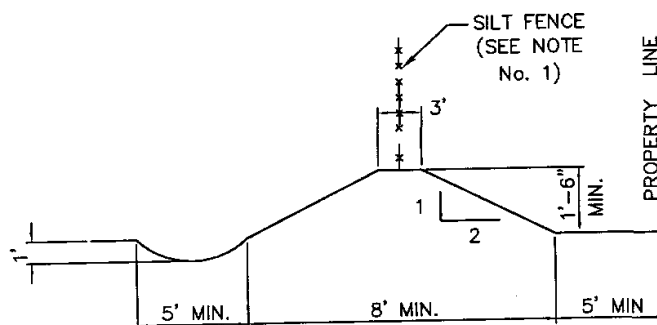
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TYPICAL LOT LAYOUT FOR EROSION CONTROL
N.T.S.



NOTE:
1.- SILT FENCE SHALL BE PROVIDED PRIOR TO GRADING OF SITE
AND IF THE SITE HAS SANDY SOIL CONDITIONS.



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FOR CONSTRUCTION

TEMPORARY
EROSION CONTROL
5-4

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SECTION 6

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SIDEWALKS, DRIVEWAYS AND CURB RAMPS

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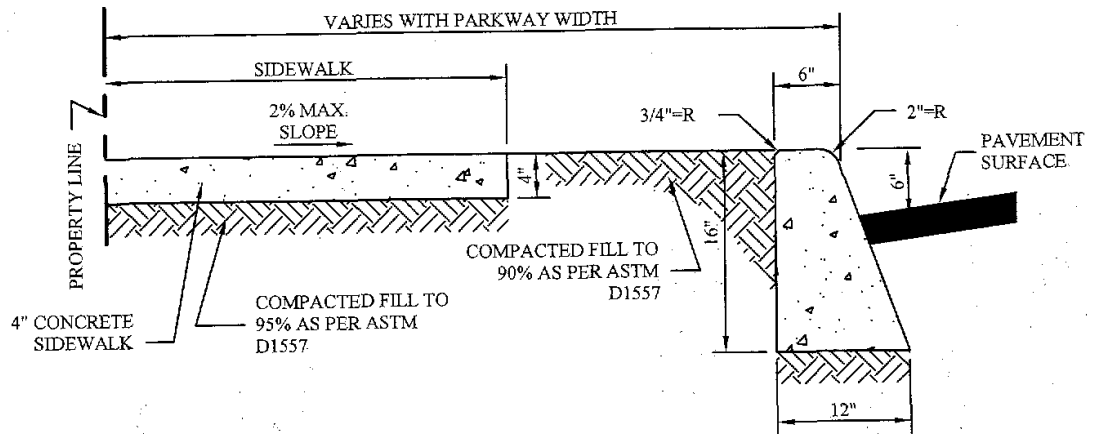


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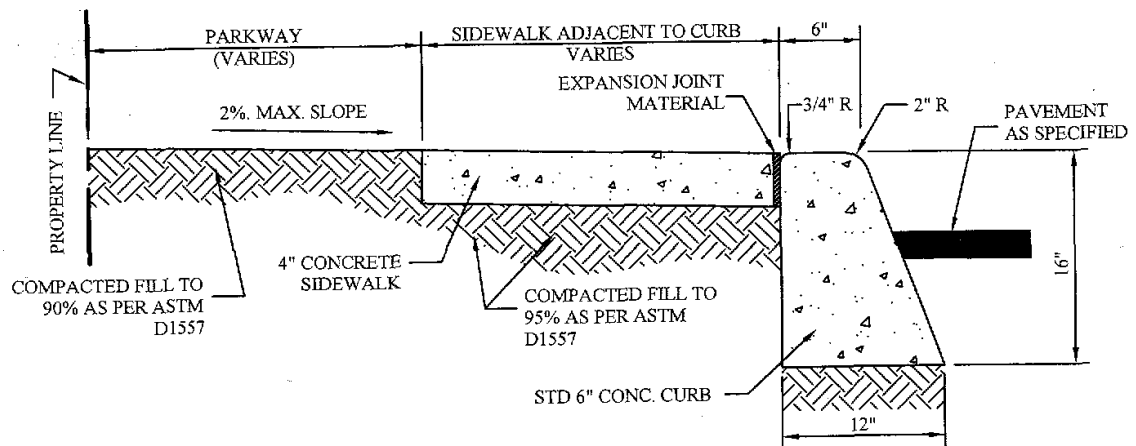
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STANDARD CURB & SIDEWALK SECTION

- NOTES:
1. CONCRETE SHALL BE 3000 P.S.I. MIN.
 2. DUMMY JOINT REQUIRED AT 10' O.C. FOR CURB & GUTTER AND 5' O.C. FOR SIDEWALK.
 3. EXPANSION MATERIAL REQUIRED AT CURB RETURNS AND AT 20' ON CENTER FOR SIDEWALKS WITH 1/2" PREMOLDED ASPHALT IMPREGNATED EXPANSION MATERIAL OR EQUAL.
 4. EXPANSION JOINTS REQUIRED AT 50' O.C. WHEN FORMING FOR CURBS.



STANDARD 6" CURB WITH SIDEWALK SECTION



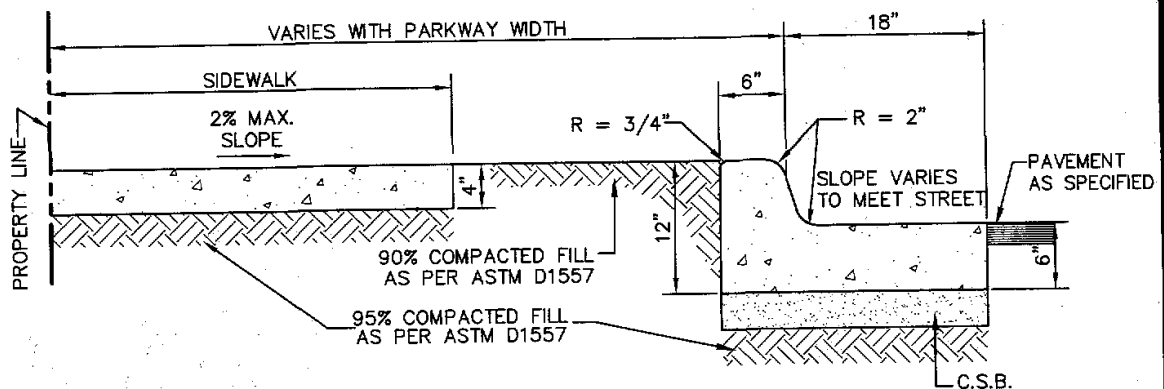
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CURB WITH
SIDEWALK SECTION

6-1

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CURB & GUTTER WITH SIDEWALK SECTION

NOTES:

1. CONCRETE SHALL BE 3000 P.S.I. MIN.
2. DUMMY JOINT REQUIRED AT 10' O.C. FOR CURB & GUTTER AND 5' O.C. FOR SIDEWALK.
3. EXPANSION MATERIAL REQUIRED AT CURB RETURNS AND AT 20' ON CENTER FOR SIDEWALKS WITH 1/2" PREMOLDED ASPHALT IMPREGNATED EXPANSION MATERIAL OR EQUAL.
4. EXPANSION JOINTS REQUIRED AT 50' O.C. WHEN FORMING FOR CURBS.



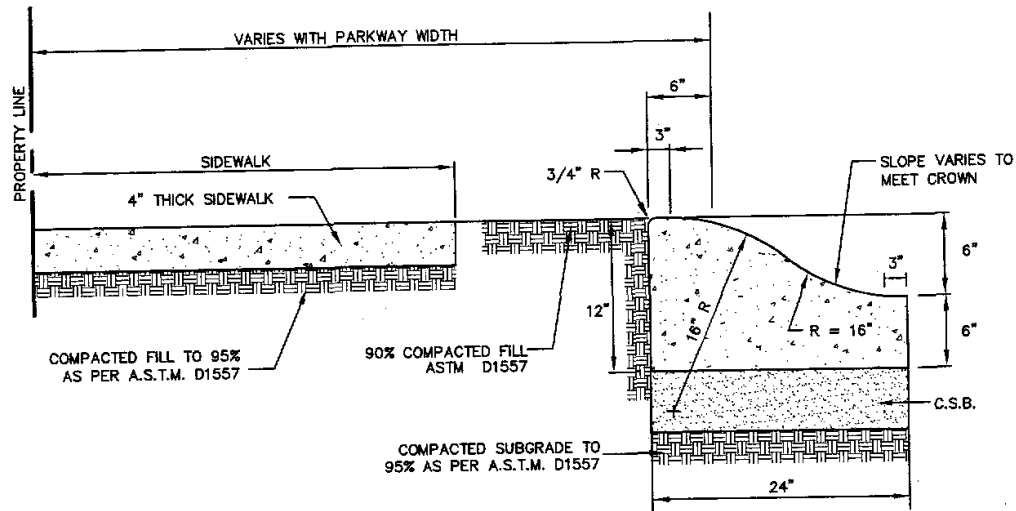
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CURB WITH
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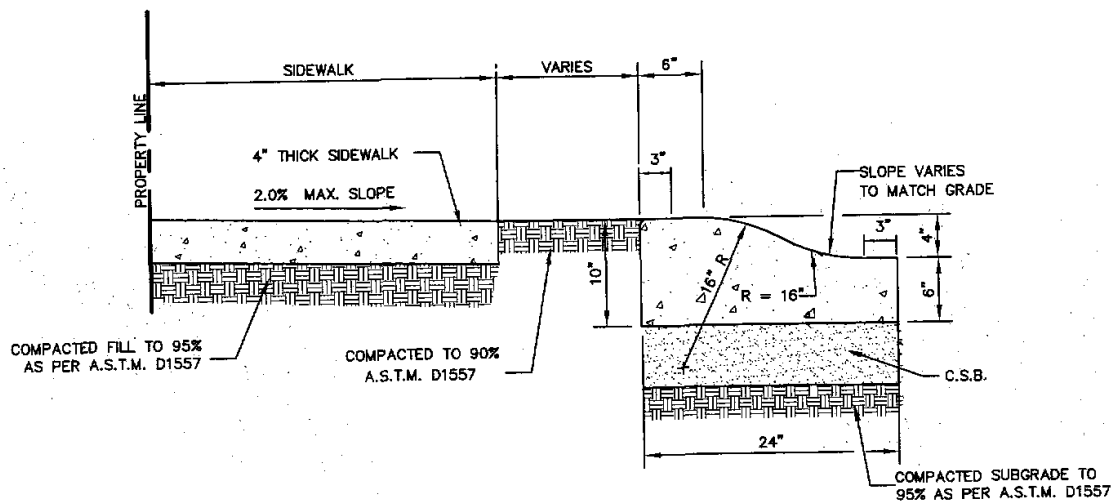
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6" ROLLED CURB WITH SIDEWALK SECTION



4" ROLLED CURB WITH SIDEWALK SECTION

- NOTES:
1. CONCRETE SHALL BE 3000 P.S.I. MINIMUM.
 2. DUMMY JOINT REQUIRED AT 10' O.C. FOR HEADERS AND 5' O.C. FOR SIDEWALK.
 3. EXPANSION JOINT MATERIAL REQUIRED AT CURB RETURNS, AND AT 20' O.C. FOR SIDEWALKS WITH 1/2" PRE-MOLDED ASPHALT IMPREGNATED EXPANSION MATERIAL.
 4. EXPANSION JOINTS REQUIRED AT 50' O.C. WHEN FORMING FOR HEADERS.
 5. PROVIDE EXPANSION JOINT MATERIAL WHERE SIDEWALK MEETS CURB, AND AT ALL SIDES WHERE CONCRETE PARKWAY MEETS SIDEWALK AND CURB.



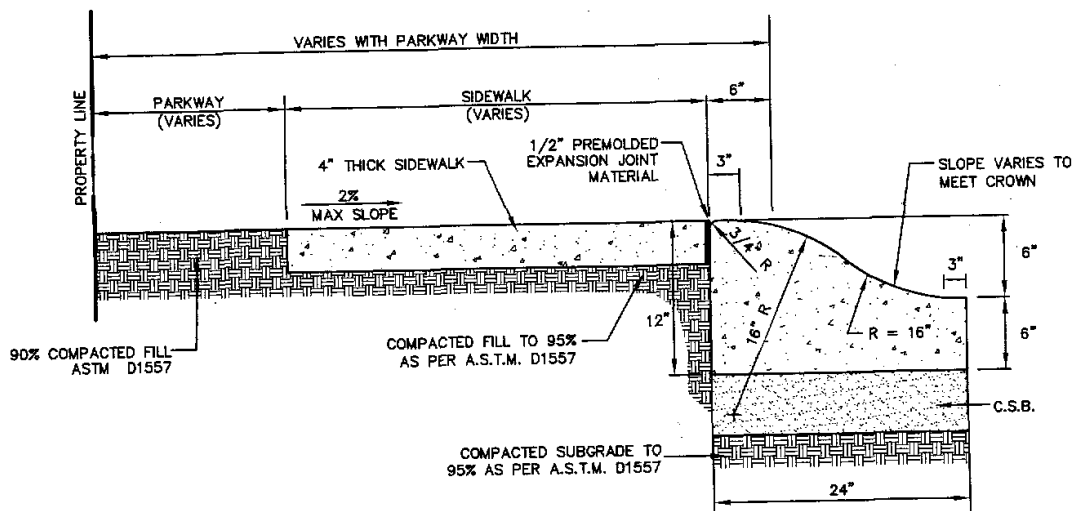
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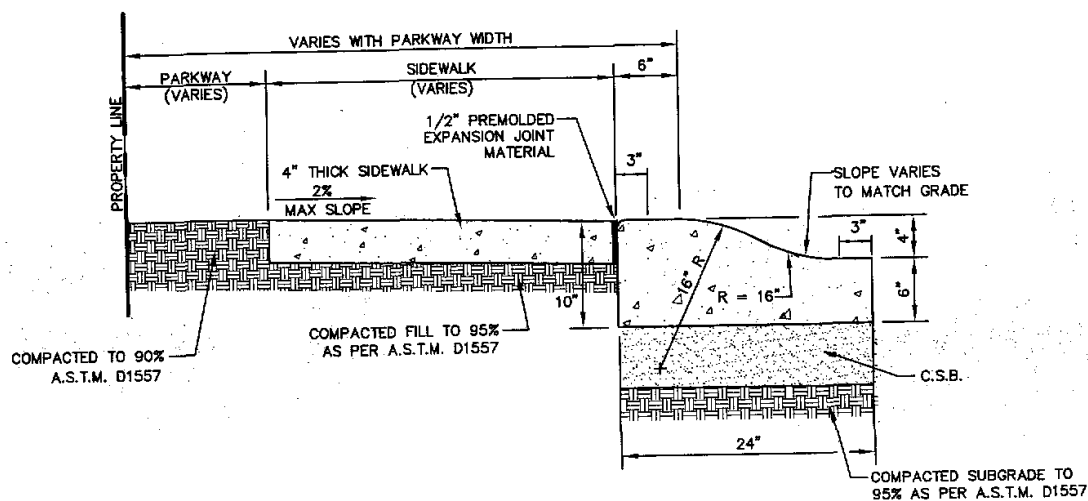
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6" ROLLED CURB WITH SIDEWALK SECTION



4" ROLLED CURB WITH SIDEWALK SECTION

- NOTES:
1. CONCRETE SHALL BE 3000 P.S.I. MINIMUM.
 2. DUMMY JOINT REQUIRED AT 10' O.C. FOR HEADERS AND 5' O.C. FOR SIDEWALK.
 3. EXPANSION JOINT MATERIAL REQUIRED AT CURB RETURNS, AND AT 20' O.C. FOR SIDEWALKS WITH 1/2" PRE-MOLDED ASPHALT IMPREGNATED EXPANSION MATERIAL.
 4. EXPANSION JOINTS REQUIRED AT 50' O.C. WHEN FORMING FOR HEADERS.
 5. PROVIDE EXPANSION JOINT MATERIAL WHERE SIDEWALK MEETS CURB, AND AT ALL SIDES WHERE CONCRETE PARKWAY MEETS SIDEWALK AND CURB.



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AGAINST CURB
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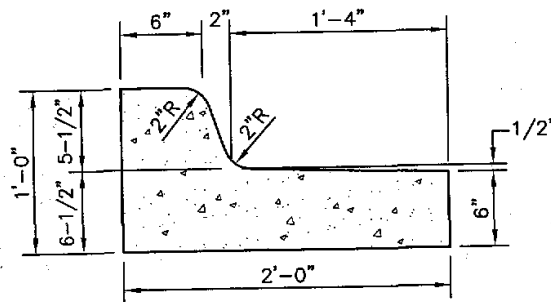
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THE FOLLOWING CURB STANDARDS (PLATES 6-6 THROUGH 6-11) CAN ONLY BE USED WITH APPROVAL BY THE CITY ENGINEER:

FOR USE ON ALL CITY STREETS WHERE
THE ROADWAY IS SUPERELEVATED. I.E.
THE PAVEMENT SLOPES AWAY FROM THE
CURB AND DRAINAGE IS TO BE DIVERTED
FROM THE GUTTER SECTION.



TYPE "A" MODIFIED CURB & GUTTER
N.T.S.



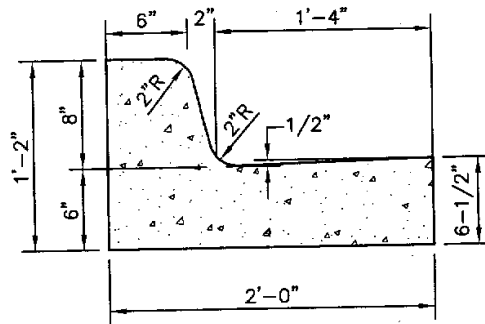
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TYPE "A" MODIFIED CURB
AND GUTTER
6-6

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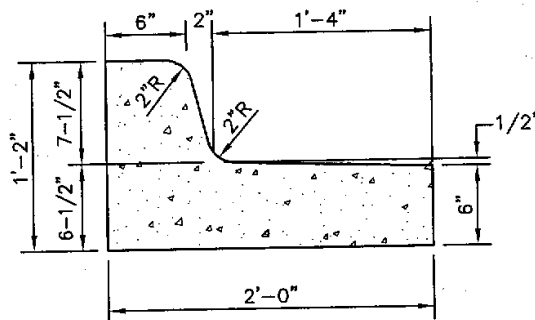
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FOR USE ON ALL CITY STREET CLASSIFICATIONS AS A FUNCTION OF DRAINAGE AND TRAFFIC CONTROL. IT IS PERMISSIBLE TO MIX CURB HEIGHTS OF 6" & 8" WHEN APPROPRIATE FOR PROPER DRAINAGE CONVEYANCE. MINIMUM TRANSITION LENGTH OF 10' FROM 6" TO 8" CURB.
8" CURB NOT RECOMMENDED FOR STREETS WITH ON-STREET PARKING.



TYPE "B" 8" CURB & GUTTER
N.T.S.

FOR USE ON CITY STREETS WHERE THE ROADWAY IS SUPERELEVATED, I.E. THE PAVEMENT SLOPES AWAY FROM THE CURB AND DRAINAGE IS TO BE DIVERTED.



TYPE "C" 8" MODIFIED CURB & GUTTER
N.T.S.



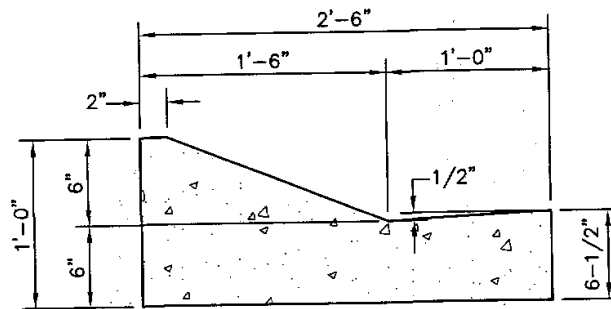
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TYPE "B" AND "C" CURB
AND GUTTER
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TYPE "D" DRIVE OVER CURB & GUTTER
N.T.S.



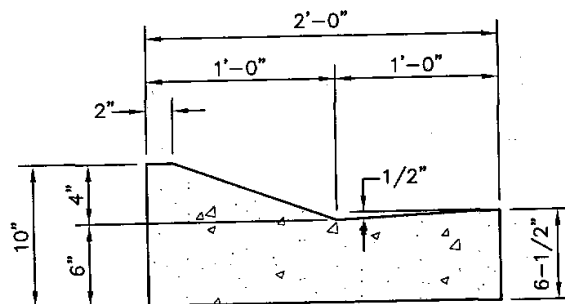
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TYPE "D" CURB AND
GUTTER
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TYPE "E" DRIVE OVER CURB & GUTTER
N.T.S.



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TYPE "E" CURB

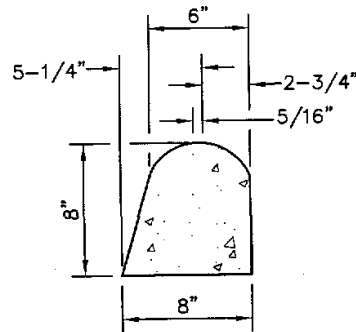
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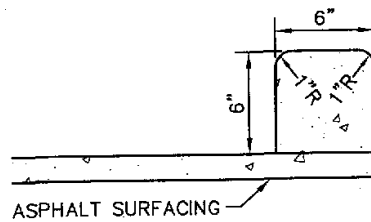
BACK TO TITLE INDEX PAGE

FOR USE ON STREETS WHERE THE ESTIMATED EXPANSION OF THE ROAD IS TO OCCUR WITHIN THE NEXT FIVE (5) YEARS.



TYPE "F" TEMPORARY ASPHALT CURB
N.T.S.

FOR USE ON STREETS WHEN EXPANSION TO THE CENTER IS PLANNED IN EXCESS OF FIVE (5) YEARS. NO DRAINAGE IS TO BE CONVEYED IN OR ON THE MEDIAN. CURB IS TO BE REMOVED.



TYPE "G" TEMPORARY EXTRUDED CONCRETE MEDIAN CURB
N.T.S.



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

TEMPORARY CURB
TYPES "F" AND "G"
6-10

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QBC/J.R.

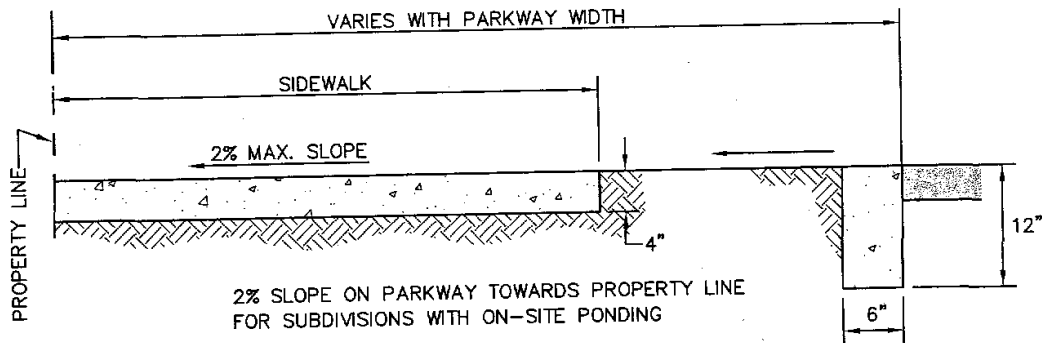
The technical drawing shows two views of a mechanical component:

- Front View (Top):** A rectangular profile with a total width of 6 inches and a total height of 8 inches. The bottom edge has a central cutout that is 2 inches wide and 2 inches deep. The left side features a vertical slot that is 2 inches wide and extends from the top edge down to the cutout.
- Top View (Bottom):** A rectangular profile with a total length of 2 feet 0 inches and a total width of 6 inches. It includes a semi-circular fillet with a radius of 2 inches (labeled "2\"R") connecting the left vertical slot to the main body. On the right side, there is a square feature with a width of 1 inch (labeled "1\"") and a depth of 1/2 inch (labeled "1/2\"").

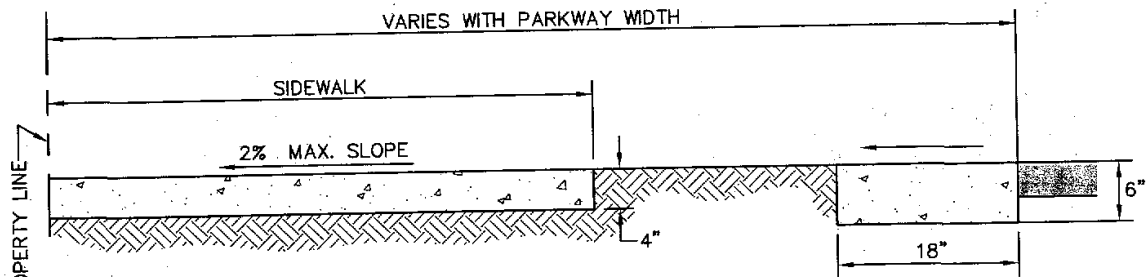
TYPE "H"
DRIVEWAY CURB
6-11

Checked By H. M. E.
Drawn By QEC / J. R.

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HEADER FOR EXPANSIVE SOIL



HEADER FOR ROCKY OR MOUNTAINOUS TERRAIN

NOTES:

1. CONCRETE TO BE 3000 P.S.I. MIN.
2. DUMMY JOINT REQUIRED AT 10' O.C. FOR HEADERS AND 5' O.C. FOR SIDEWALKS.
3. EXPANSION MATERIAL REQUIRED AT CURB RETURNS AND AT 20" O.C. FOR SIDEWALKS WITH 1/2" PREMOLDED ASPHALT IMPREGNATED EXPANSION MATERIAL OR EQUAL.
4. EXPANSION JOINTS REQUIRED AT 50' O.C. WHEN FORMING FOR HEADERS.
5. EXPANSION JOINTS REQUIRED FOR SIDEWALK AT 20' O.C.

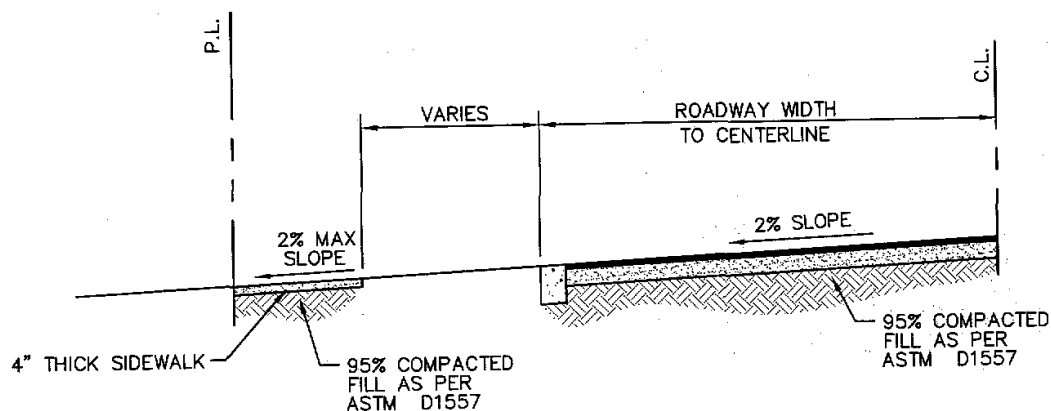


TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

CONCRETE HEADER WITH
SIDEWALK SECTION
6-12

Approved By R. A. SHUBERT	Checked By H. M. E.
Date JUNE 03, 2008	Drawn By QBC/J.R.

BACK TO TITLE INDEX PAGE



SIDEWALK FOR ON-SITE PONDING

NOTES:

1. CONCRETE FOR HEADERS AND SIDEWALKS SHALL BE 3000 P.S.I. (MIN.).
2. DUMMY JOINT AT 5'-0" O.C., MINIMUM 1/2" PREMOLDED ASPHALT IMPREGNATED EXPANSION JOINT AT 20' O.C. (SIDEWALK ONLY)



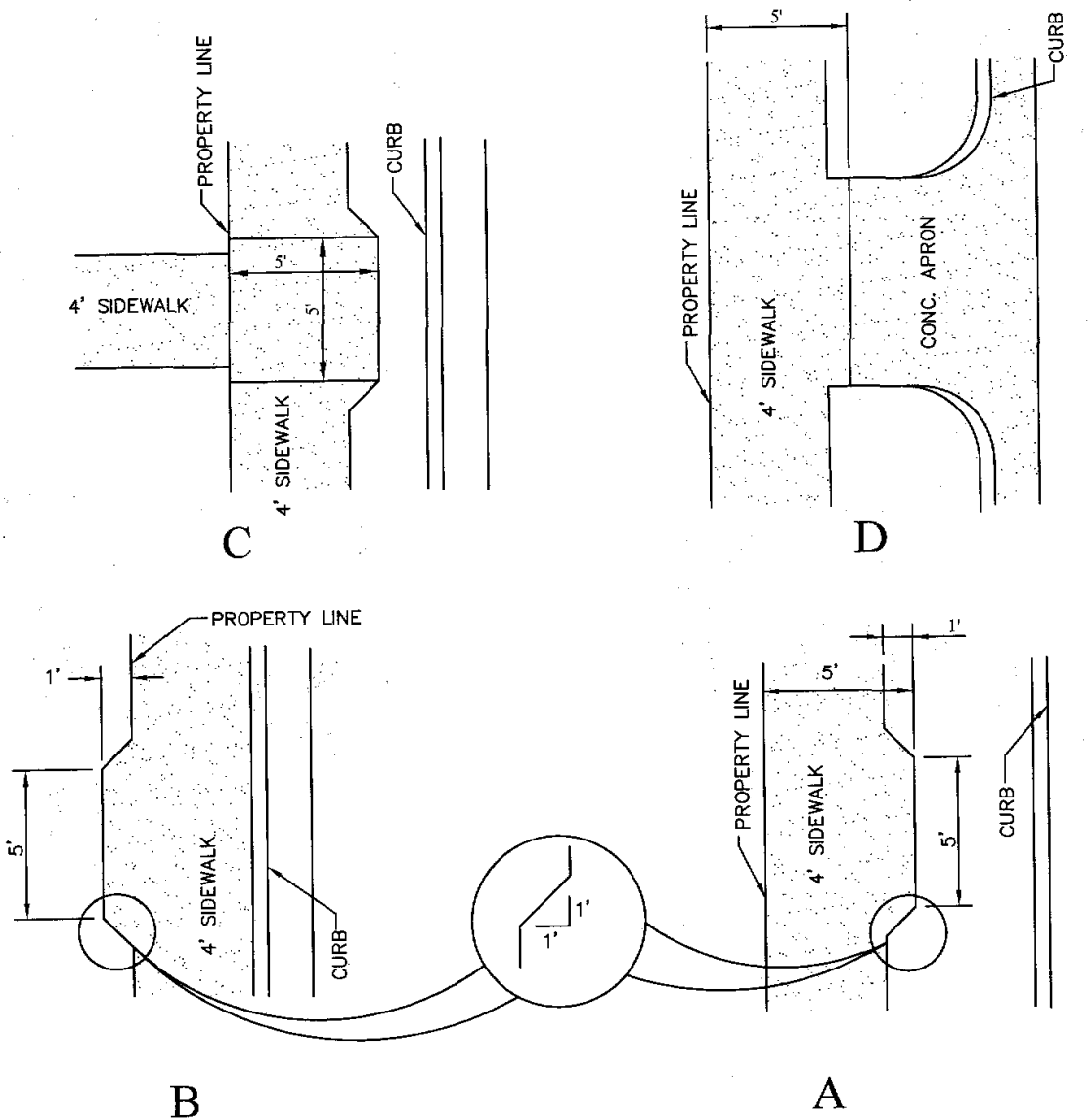
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

SIDEWALK FOR
ON-SITE PONDING
6-13

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC/J. R.

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ACCESSIBLE PASSING SPACE DESIGN FOR 4 FT. SIDEWALKS

(SHALL BE SPACED AT EVERY 200' MAXIMUM)



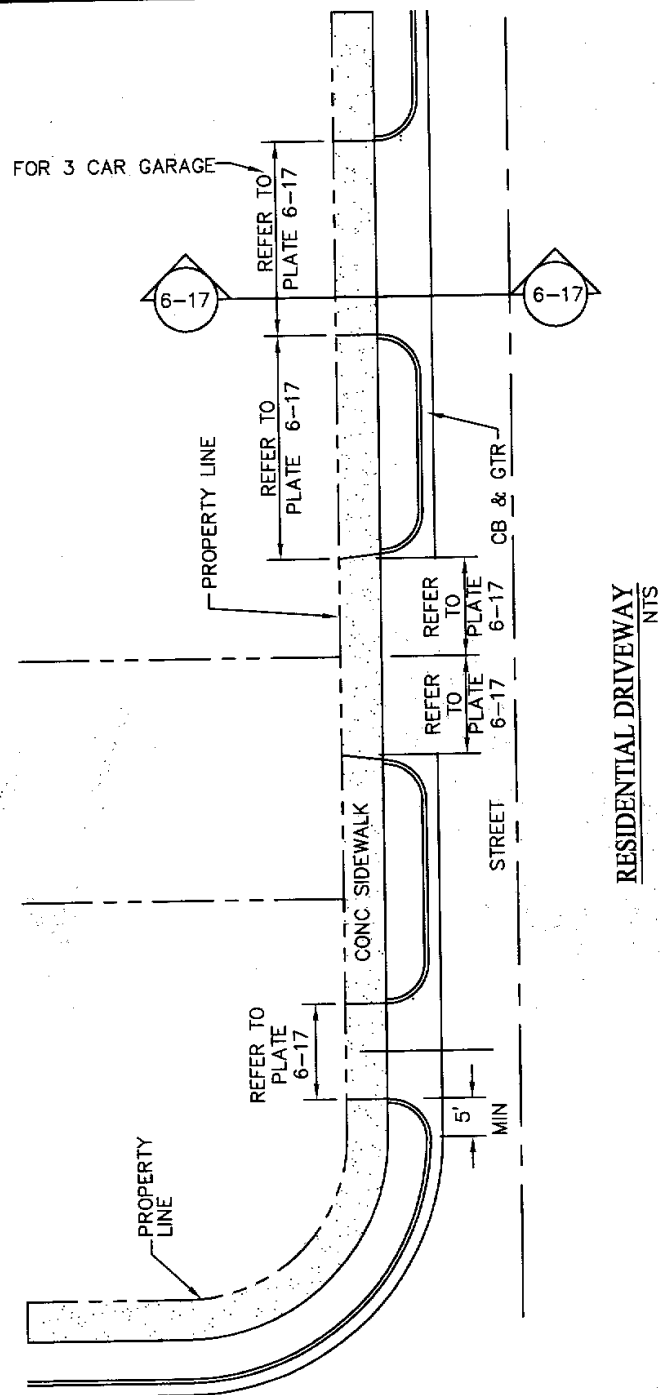
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

ACCESSIBLE PASSING
SPACE DESIGN
6-14

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC / J. R.

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NOTE: A MINIMUM PARKING SPACE LENGTH OF TWENTY (20) FEET SHALL BE PROVIDED MEASURED FROM THE PROPERTY LINE TO A GARAGE, CARPORT OR PARKING SPACE.



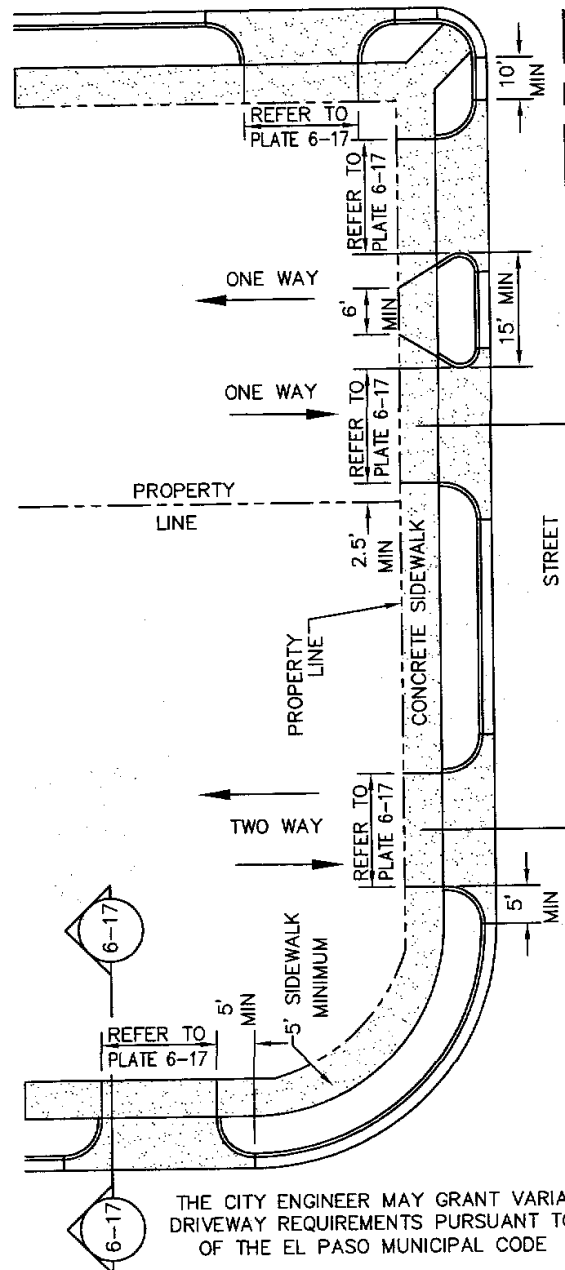
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

RESIDENTIAL
DRIVEWAYS
6-15

Approved By R. A. SHUBERT
Date JUNE 03, 2008

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COMMERCIAL/INDUSTRIAL DRIVEWAYS

NTS



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

COMMERCIAL /
INDUSTRIAL DRIVEWAYS

6-15A

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC/J. R.

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Type I and Type II Two-Way Driveway Standards

Driveway	Type of Development	Curb				Minimum Edge to Edge Spacing Between Drives (ft.)
		Width (ft.)		Radius (ft.)		
		Min.	Max.	Min.	Max.	
Type I	Single-Family-60' lots	10	20	5	5	10
	Less than 60' lots, Duplex and Townhouse	15	25	10	10	20
	Multi-Resident Apartments	25	30*	10	10	20
Type II	Office, Commercial and Parking Lots	25	35	10	15	20
	Industrial	24	45	10	15	20
	Banks, Service Stations, and Convenience Stores with Gasoline Pumps	25	35**	10	15	1/3 x Frontage

* On 50 MPH streets

** Special approval required by City Engineer, or designee depending on location, traffic count, speed and angle of driveway

(TO BE MODIFIED BY THE CITY OF EL PASO TRAFFIC AND TRANSPORTATION DEPARTMENT)



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

DRIVEWAY
APPROACHES
6-16

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC / I. R.

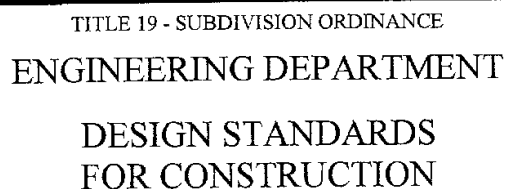
[BACK TO TITLE INDEX PAGE](#)



DRIVEWAY WIDTH	MIN	MAX
COMMERCIAL/INDUSTRIAL	24'	35'
RESIDENTIAL (SINGLE FAMILY 60' LOTS)	10'	20'
LESS THAN 60' LOTS, DUPLEX, AND TOWNHOMES (REFER TO PLATE 6-16)	15'	25'

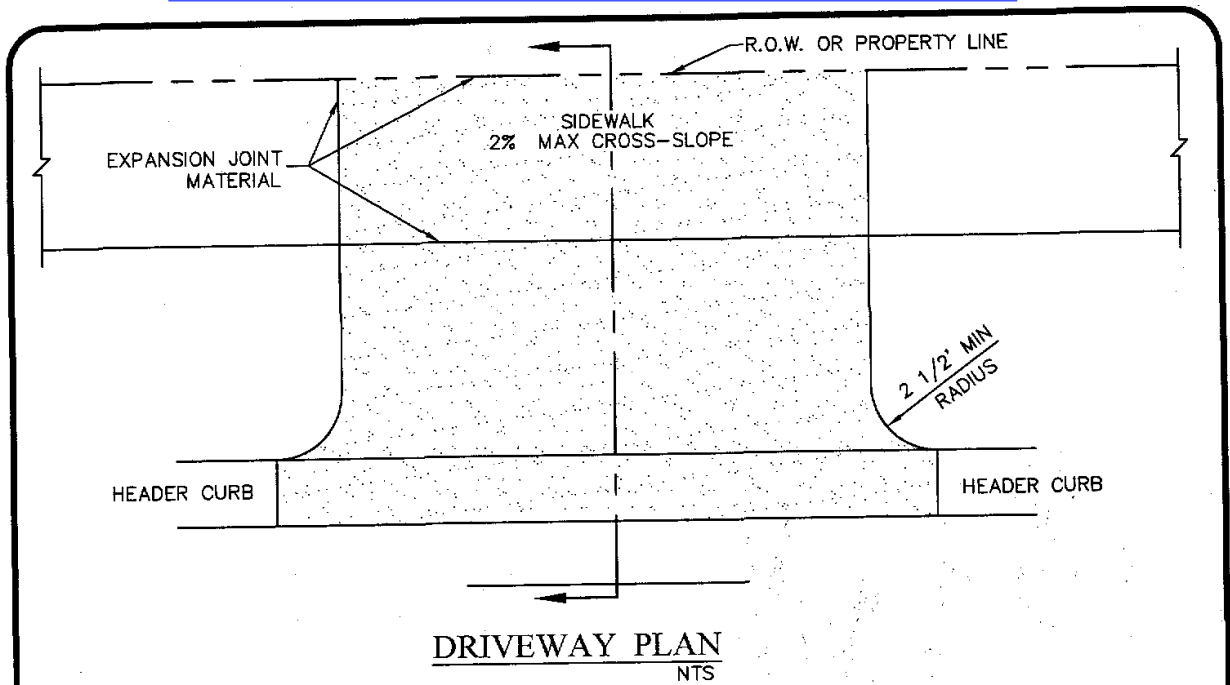
6" CONC WITHOUT W.W.F.
4" CONC WITH 6X6-10/10

6" CONC WITH 6X6-6/6



Approved By <u>R. A. SHUBERT</u>	Checked By <u>H. M. E.</u>
Date <u>JUNE 03, 2008</u>	Drawn By <u>QEC / J. R.</u>

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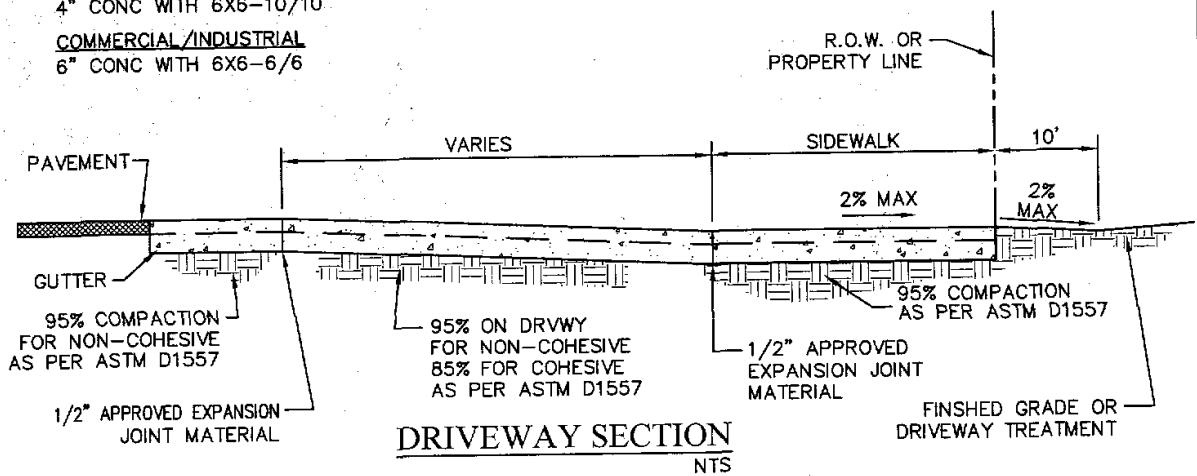
DRIVEWAY WIDTH	MIN	MAX
COMMERCIAL/INDUSTRIAL	24'	35'
RESIDENTIAL (SINGLE FAMILY 60' LOTS)	10'	20'
LESS THAN 60' LOTS, DUPLEX, AND TOWNHOMES (REFER TO PLATE 6-16)	15'	25'

RESIDENTIAL

6" CONC WITHOUT W.W.F.
4" CONC WITH 6X6-10/10

COMMERCIAL/INDUSTRIAL

6" CONC WITH 6X6-6/6



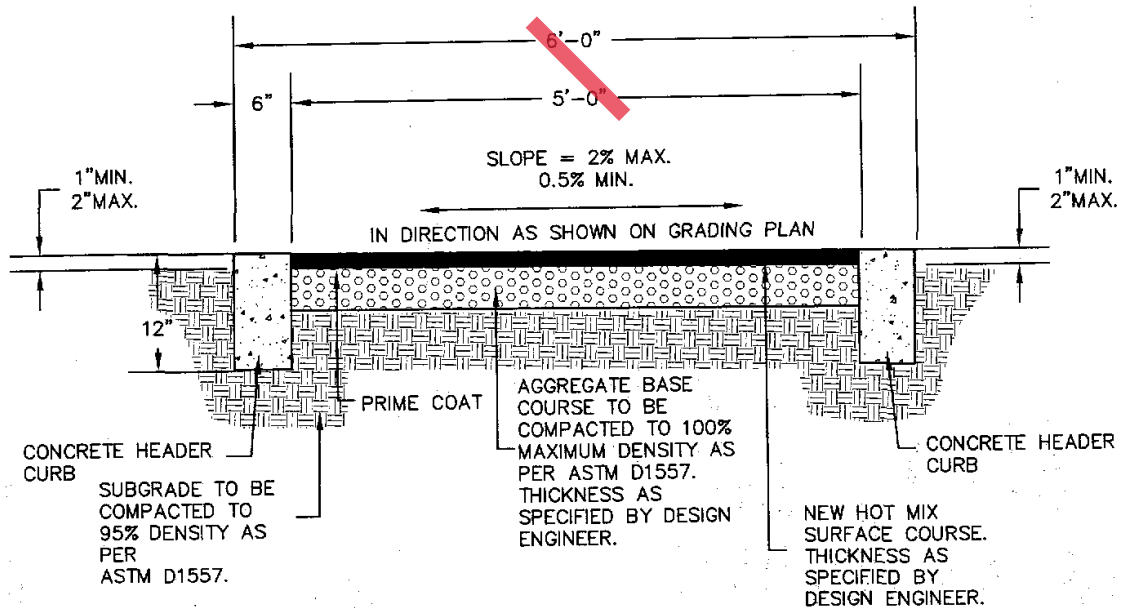
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

DRIVEWAY WITH
ON-SITE PONDING
6-18

Approved By **R. A. SHUBERT**
Date **JUNE 03, 2008**

Checked By **H. M. E.**
Drawn By **QEC/I.R.**

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NOTES:

1. CONCRETE HEADER CURBS SHALL BE 3,000 P.S.I. MIN.
2. DUMMY JOINT REQUIRED AT 10' O.C.
3. 1/2" PREMOLDED BITUMINOUS EXPANSION JOINT (AASHTO M-33) IS REQUIRED FOR ALL CURB RETURNS.
4. SUBGRADE UNDER CURB MUST BE FORMED AND COMPACTED TO 95% ASTM D1557.
5. EXPANSION JOINTS REQUIRED AT 50' O.C. WHEN FORMING FOR CURBS.
6. REFER TO GRADING & DRAINAGE PLAN FOR DIRECTION OF FLOW.

ASPHALTIC WALKWAY/JOGGING PATH

SCALE: N.T.S.



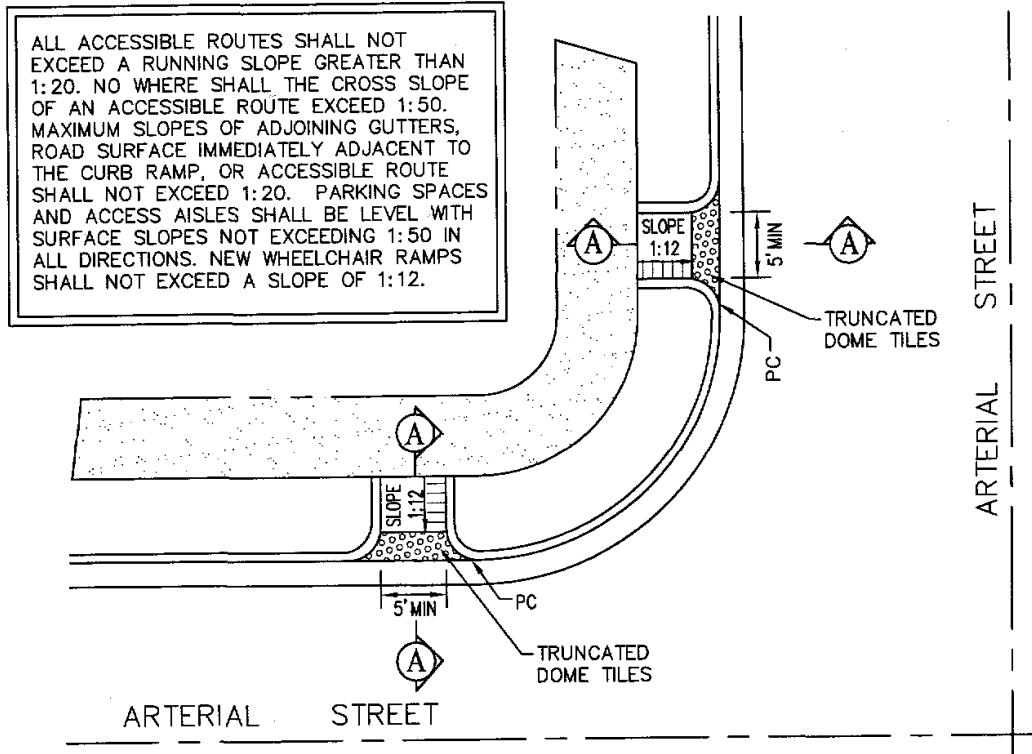
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

ASPHALTIC
WALKWAY/JOGGING PATH
6-19

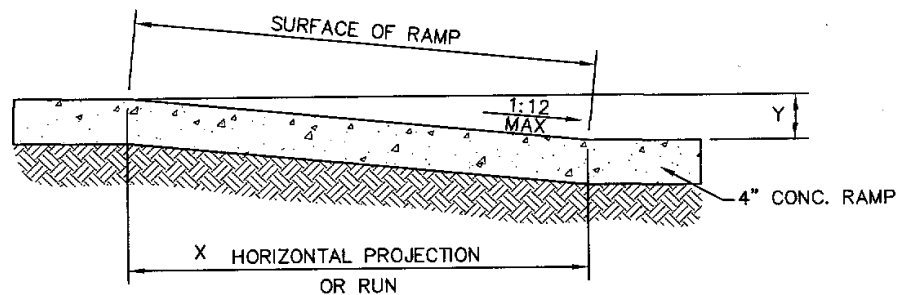
Approved By R. A. SHUBERT
Date JUNE 03, 2008

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Drawn By QEC/J. R.

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STRAIGHT CURB RAMP DESIGN WITH CURB RETURNS



SECTION A

NOTES:

- (1) SLOPE = $y:x$, where x is level plane
- (2) Cross-slope shall not exceed 1:50



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

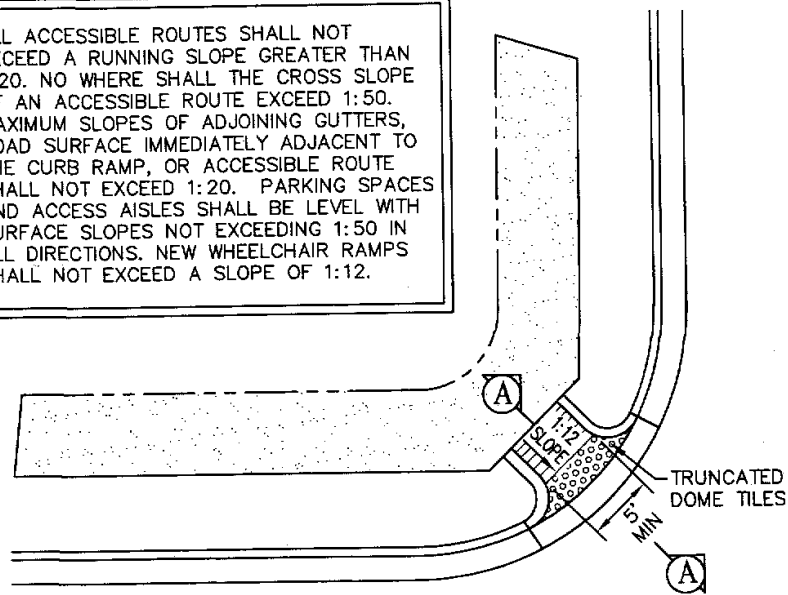
STRAIGHT CURB
RAMP DESIGN
W/ CURB RETURNS
6-20

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC/J.R.

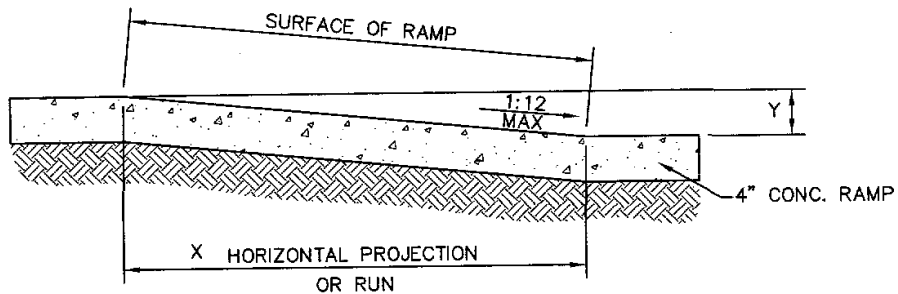
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ALL ACCESSIBLE ROUTES SHALL NOT EXCEED A RUNNING SLOPE GREATER THAN 1:20. NO WHERE SHALL THE CROSS SLOPE OF AN ACCESSIBLE ROUTE EXCEED 1:50. MAXIMUM SLOPES OF ADJOINING GUTTERS, ROAD SURFACE IMMEDIATELY ADJACENT TO THE CURB RAMP, OR ACCESSIBLE ROUTE SHALL NOT EXCEED 1:20. PARKING SPACES AND ACCESS AISLES SHALL BE LEVEL WITH SURFACE SLOPES NOT EXCEEDING 1:50 IN ALL DIRECTIONS. NEW WHEELCHAIR RAMPS SHALL NOT EXCEED A SLOPE OF 1:12.



LOCAL STREET

DIAGONAL CURB RAMP DESIGN WITH CURB RETURNS



SECTION A

NOTES:

- (1) SLOPE = $y:x$, where x is level plane
- (2) Cross-slope shall not exceed 1:50



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

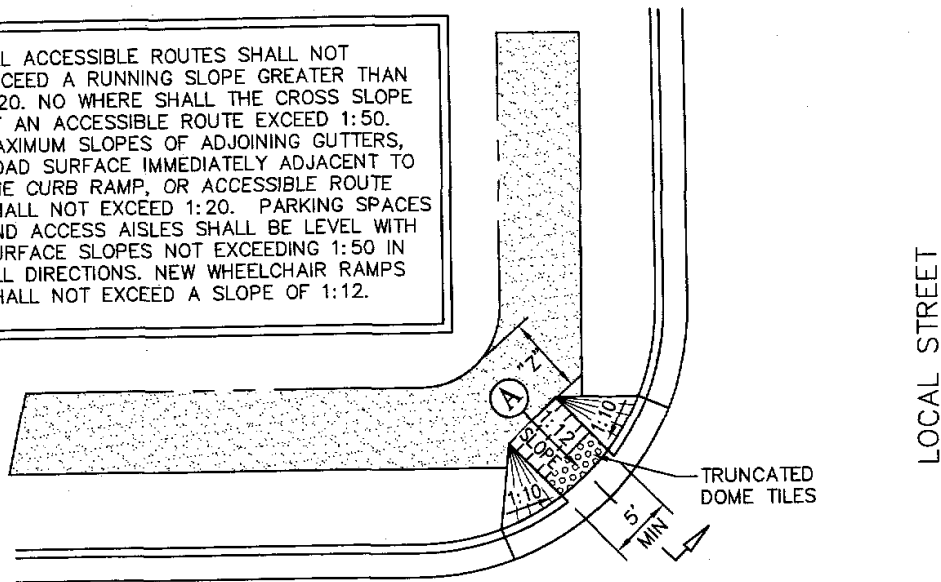
DIAGONAL CURB
RAMP DESIGN
W/ CURB RETURNS
6-21

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC/J.R.

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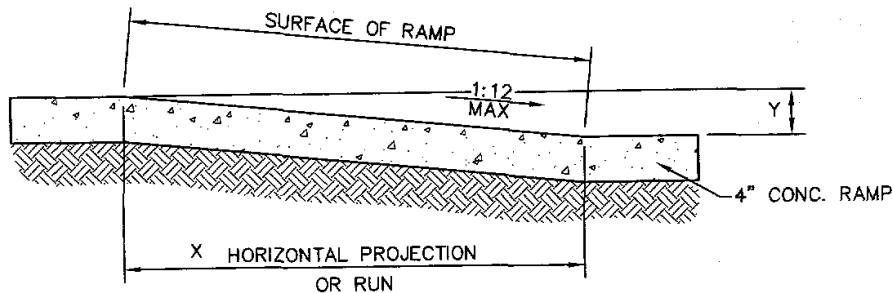
ALL ACCESSIBLE ROUTES SHALL NOT EXCEED A RUNNING SLOPE GREATER THAN 1:20. NO WHERE SHALL THE CROSS SLOPE OF AN ACCESSIBLE ROUTE EXCEED 1:50. MAXIMUM SLOPES OF ADJOINING GUTTERS, ROAD SURFACE IMMEDIATELY ADJACENT TO THE CURB RAMP, OR ACCESSIBLE ROUTE SHALL NOT EXCEED 1:20. PARKING SPACES AND ACCESS AISLES SHALL BE LEVEL WITH SURFACE SLOPES NOT EXCEEDING 1:50 IN ALL DIRECTIONS. NEW WHEELCHAIR RAMPS SHALL NOT EXCEED A SLOPE OF 1:12.



NOTES:
IF "Z" IS LESS THAN 48 INCHES,
THEN THE SLOPE OF THE FLARED
SIDE SHALL NOT EXCEED 1:12

LOCAL STREET

DIAGONAL CURB RAMP DESIGN WITH FLARED SIDES



SECTION A

NOTES:

- (1) SLOPE = y:x, where x is level plane
- (2) Cross-slope shall not exceed 1:50



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

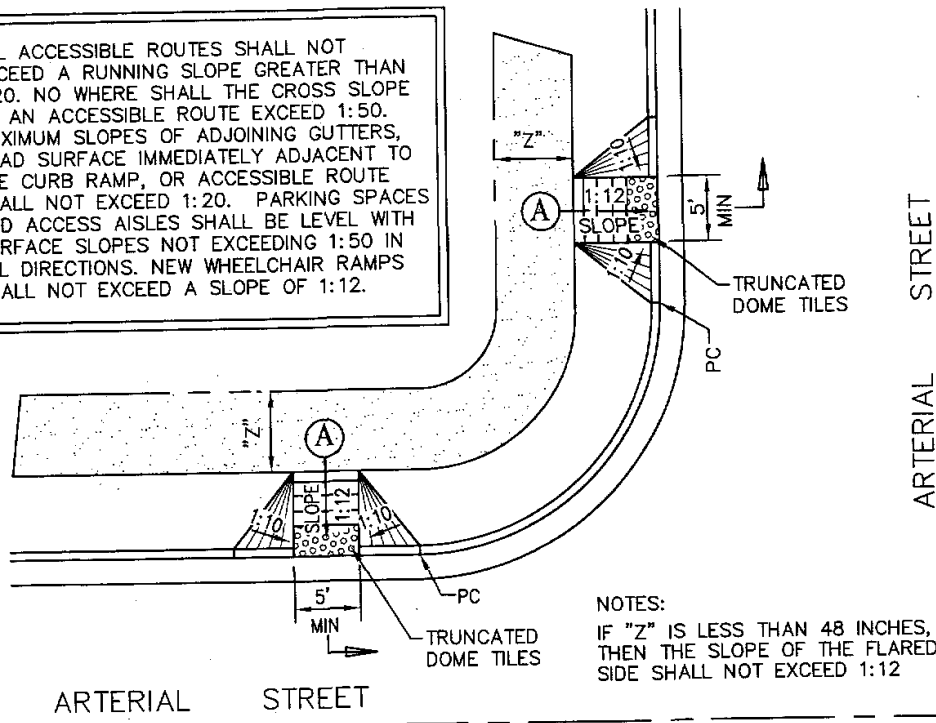
DIAGONAL CURB
RAMP DESIGN
W/ FLARED SIDES
6-22

Approved By R. A. SHUBERT
Date JUNE 03, 2008

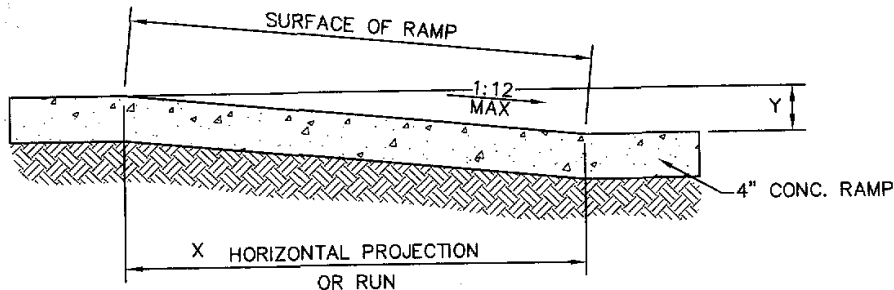
Checked By H. M. E.
Drawn By QEC/J.R.

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ALL ACCESSIBLE ROUTES SHALL NOT EXCEED A RUNNING SLOPE GREATER THAN 1:20. NO WHERE SHALL THE CROSS SLOPE OF AN ACCESSIBLE ROUTE EXCEED 1:50. MAXIMUM SLOPES OF ADJOINING GUTTERS, ROAD SURFACE IMMEDIATELY ADJACENT TO THE CURB RAMP, OR ACCESSIBLE ROUTE SHALL NOT EXCEED 1:20. PARKING SPACES AND ACCESS AISLES SHALL BE LEVEL WITH SURFACE SLOPES NOT EXCEEDING 1:50 IN ALL DIRECTIONS. NEW WHEELCHAIR RAMPS SHALL NOT EXCEED A SLOPE OF 1:12.



STRAIGHT CURB RAMP DESIGN WITH FLARED SIDES



SECTION A

NOTES:

- (1) SLOPE = $y:x$, where x is level plane
- (2) Cross-slope shall not exceed 1:50



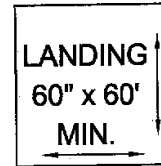
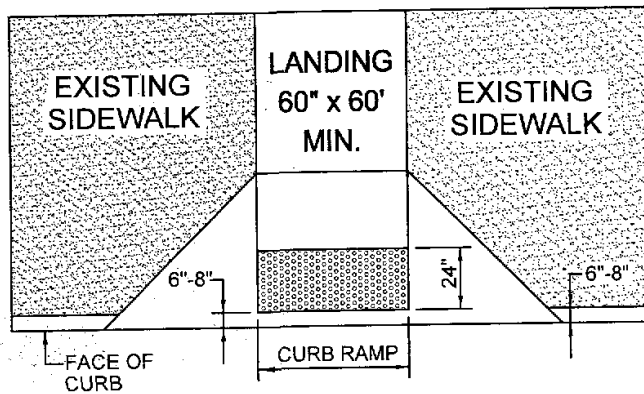
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

STRAIGHT CURB
RAMP DESIGN
W/ FLARED SIDES
6-23

Approved By <u>R. A. SHUBERT</u>	Checked By <u>H. M. E.</u>
Date <u>JUNE 03, 2008</u>	Drawn By <u>QEC / J. R.</u>

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Width. The minimum width of curb ramps shall be 60 inches exclusive of flared sides. In areas where space does not permit a 60 inch width, the minimum width shall be no less than 36 inches as determined by the owner (Note; Landing can not exceed 2% slope on every direction). See Figure



LANDING CAN NOT
EXCEED 2% SLOPE
ON EVERY DIRECTION



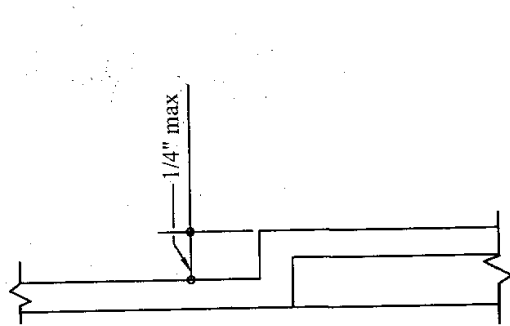
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

WHEEL CHAIR CURB
RAMP WIDTH
6-24

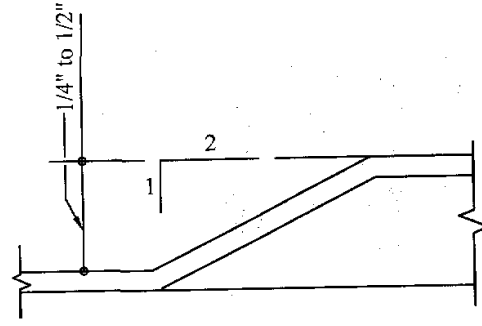
Approved By R. A. SHUBERT
Date JUNE 03, 2008

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Changes in Level



Changes in Level



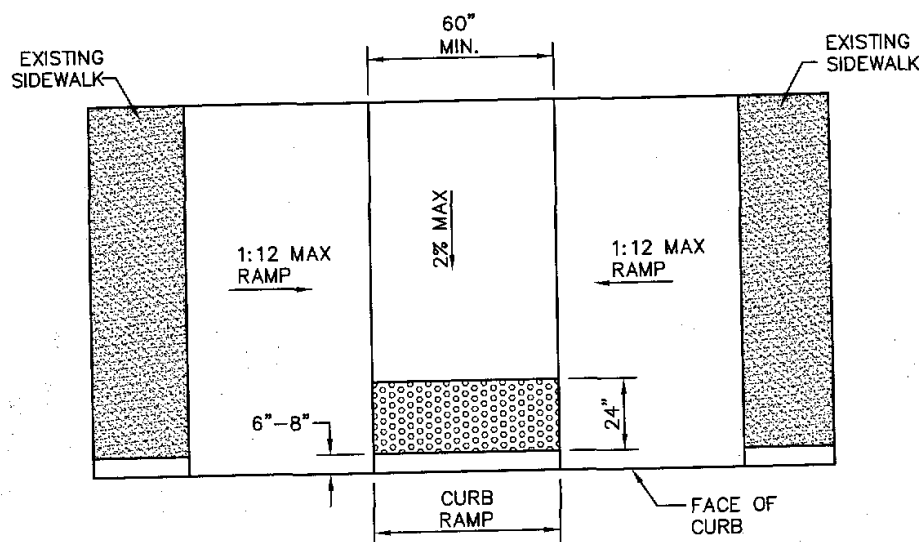
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

RAMP SURFACE
6-25

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
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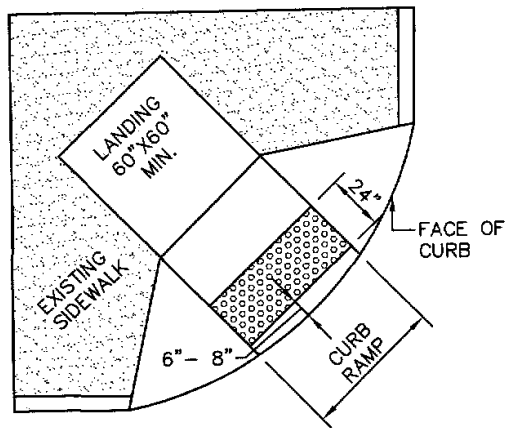
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

TRANSITION RAMP
WITH DETECTABLE
WARNING
6-26

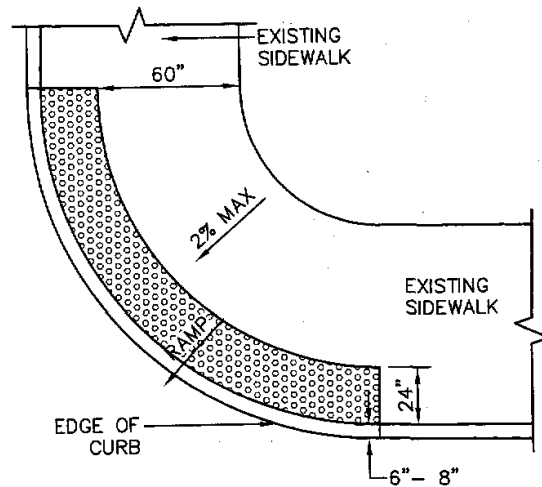
Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC / J. R.

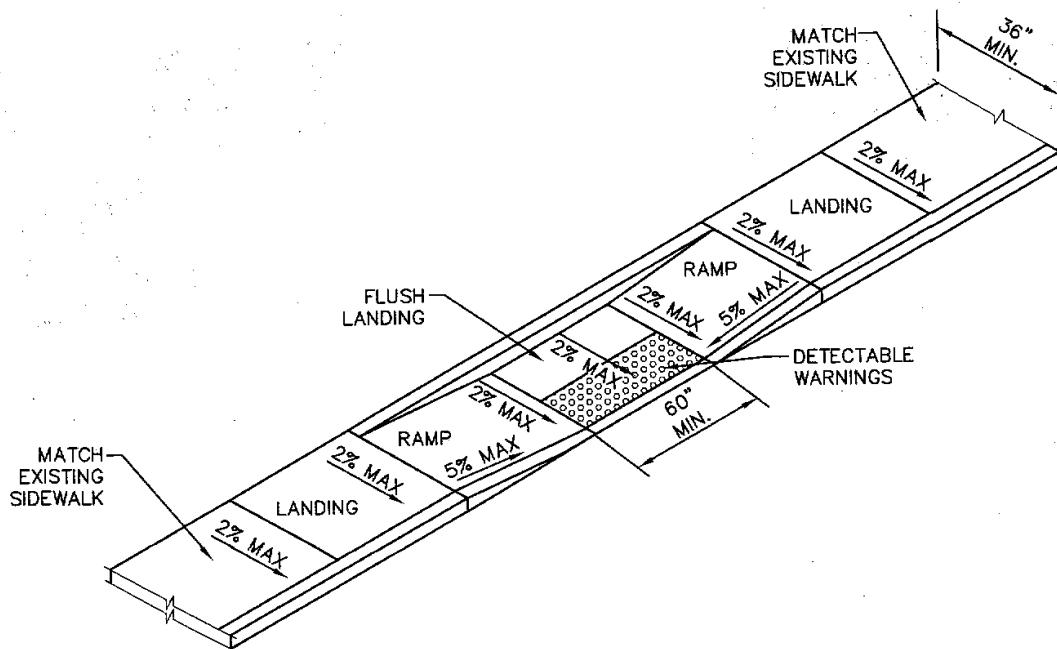
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(SHARED CURB RAMP)



(BLENDED CURB)



(TRANSITION RAMP: ISOMETRIC VIEW OF A TRANSITION RAMP AS CURRENTLY DEFINED. THE ILLUSTRATION IS BASED ON THE OLD "PARALLEL" STYLE RAMP)



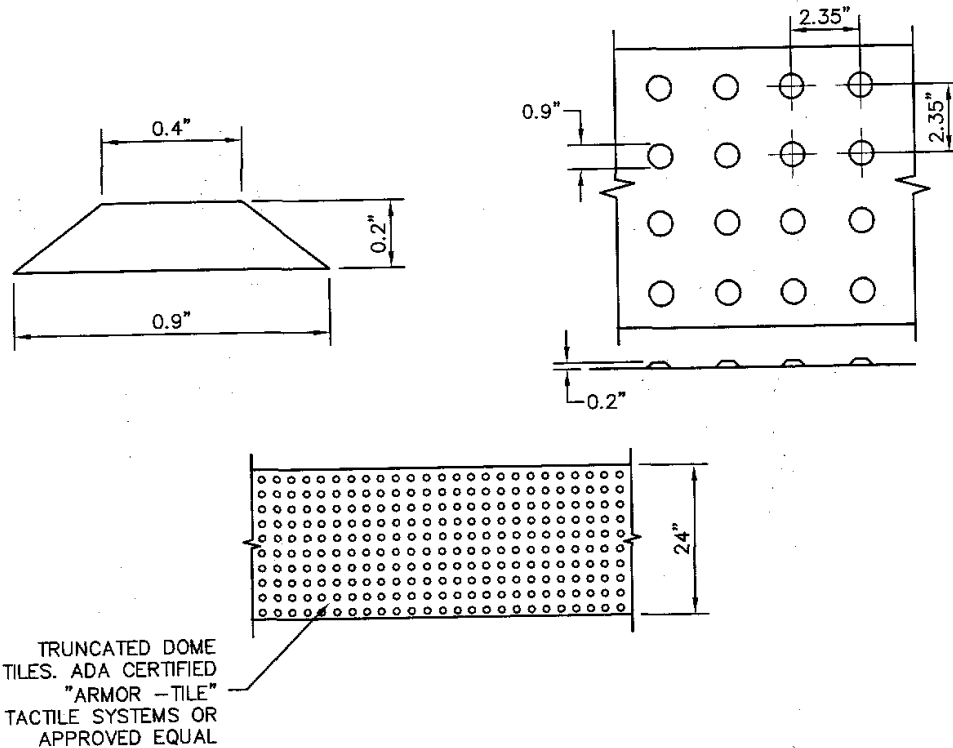
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

LOCATION OF
DETECTABLE WARNINGS
ON VARIOUS RAMPS
6-27

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC/I.R.

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DOMES SIZE AND SPACING. TRUNCATED DOMES SHALL HAVE A DIAMETER OF NOMINAL 0.9 INCHES (23 mm) AT THE BOTTOM, A DIAMETER OF 0.4 INCH (10 mm) AT THE TOP, A HEIGHT OF NOMINAL 0.2 INCHES (5 mm), AND A CENTER-TO-CENTER SPACING OF NOMINAL 2.35 INCHES (60 mm) MEASURED ALONG ONE SIDE OF A SQUARE ARRANGEMENT.

DOMES ALIGNMENT. DOMES SHALL BE ALIGNED ON A SQUARE GRID IN THE PREDOMINANT DIRECTION OF TRAVEL TO PERMIT WHEELS TO ROLL BETWEEN DOMES. DETECTABLE WARNING SURFACES SHALL EXTEND 24 INCHES (610 mm) MINIMUM IN THE DIRECTION OF TRAVEL AND THE FULL WIDTH OF THE CURB RAMP, LANDING, OR BLENDED TRANSITION.

CONTRAST. THERE SHALL BE A MINIMUM OF 70 PERCENT CONTRAST IN LIGHT REFLECTANCE BETWEEN THE DETECTABLE WARNING AND AN ADJOINING SURFACE, OR THE DETECTABLE WARNING SHALL BE "RED BRICK" COLOR, UNLESS OTHERWISE DIRECTED BY THE OWNER. THE MATERIAL USED TO PROVIDE VISUAL CONTRAST SHALL BE AN INTEGRAL PART OF THE DETECTABLE WARNING SURFACE. CONTRAST SHALL BE PROVIDED BY PLACING AND MIXING TINT IN THE PLASTIC CONCRETE USED FOR THE DETECTABLE WARNING SURFACE. NO PAINTING OF SURFACE SHALL BE PERMITTED.

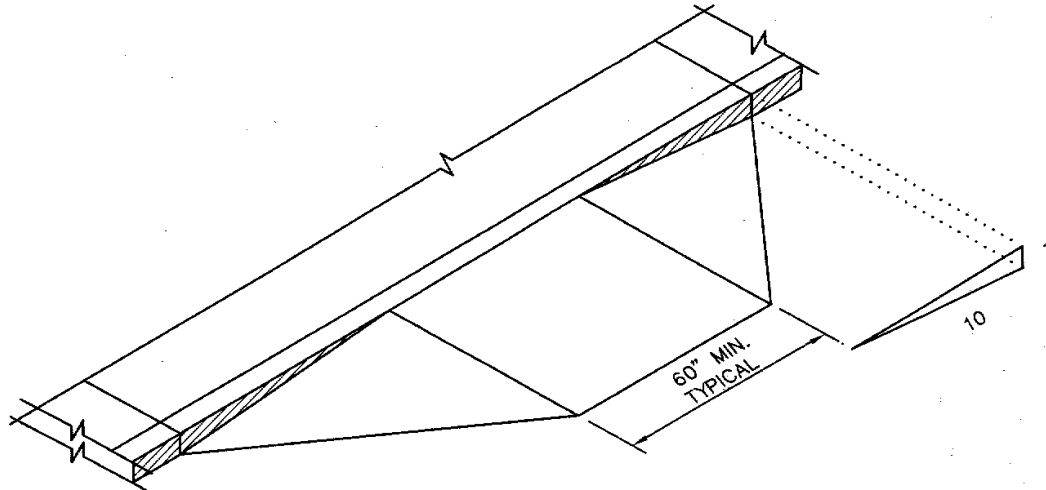


TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

DOMES SIZE AND SPACING
6-28

Approved By <u>R. A. SHUBERT</u>	Checked By <u>H. M. E.</u>
Date <u>JUNE 03, 2008</u>	Drawn By <u>QEC / J. R.</u>

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SIDES OF CURB RAMPS.

IF A CURB RAMP IS LOCATED WHERE PEDESTRIANS MUST TRAVEL ACROSS THE RAMP, OR WHERE IT IS NOT PROTECTED BY HANDRAILS OR GUARDRAILS, IT SHALL HAVE FLARED SIDES; THE MAXIMUM SLOPE OF THE FLARE SHALL BE 1:12. CURB RAMPS WITH RETURNED CURBS MAY BE USED WHERE PEDESTRIANS WOULD NOT NORMALLY WALK ACROSS THE RAMP.

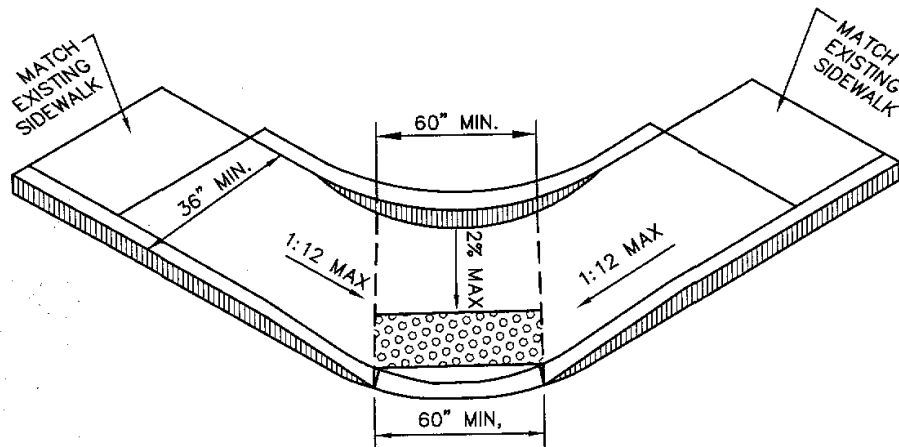


TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

BUILT-UP CURB RAMP
6-29

Approved By <u>R. A. SHUBERT</u>	Checked By <u>H. M. E.</u>
Date <u>JUNE 03, 2008</u>	Drawn By <u>QEC/J.R.</u>

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TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

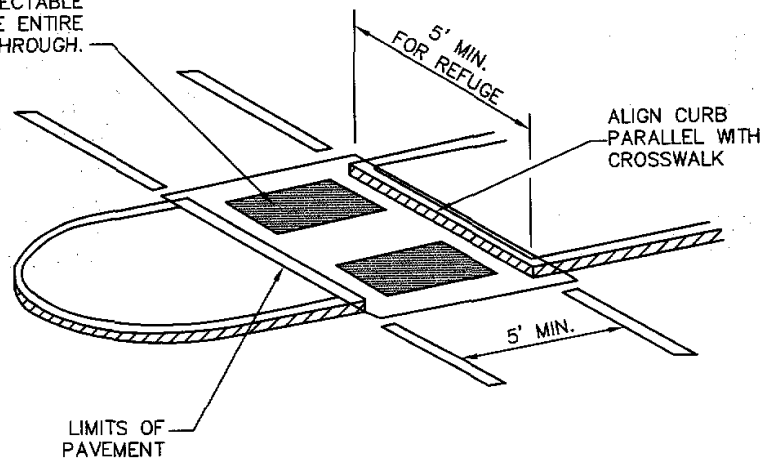
DIAGONAL SHARED RAMP
6-30

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC/J. R.

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2' STRIP IF CUT THROUGH IS
GREATER THAN 4' IN LENGTH.
OTHERWISE PLACE DETECTABLE
WARNING ON THE ENTIRE
SURFACE OF CUT THROUGH.



CURB RAMPS AT MEDIAN ISLANDS

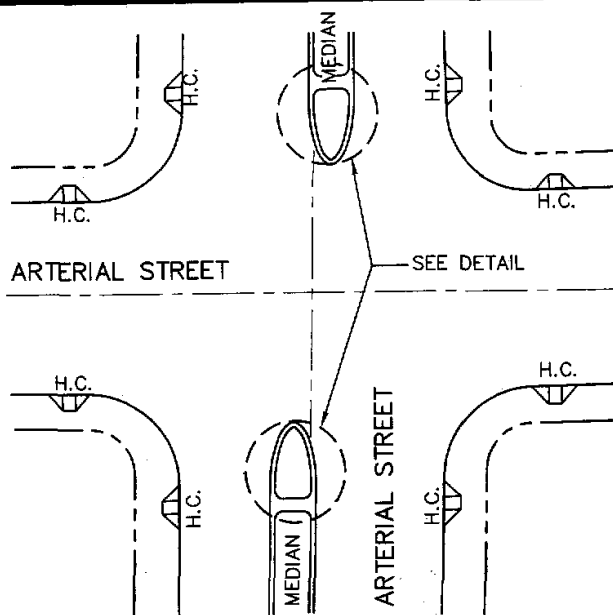


TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

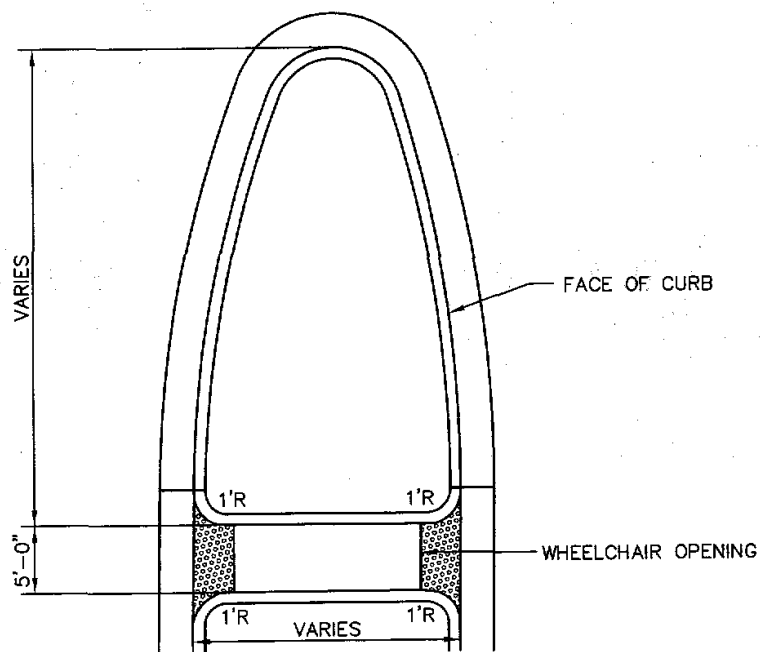
CURB RAMPS AT
MEDIAN ISLANDS
6-31

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MEDIAN CURB RAMP DESIGN
ARTERIAL STREET

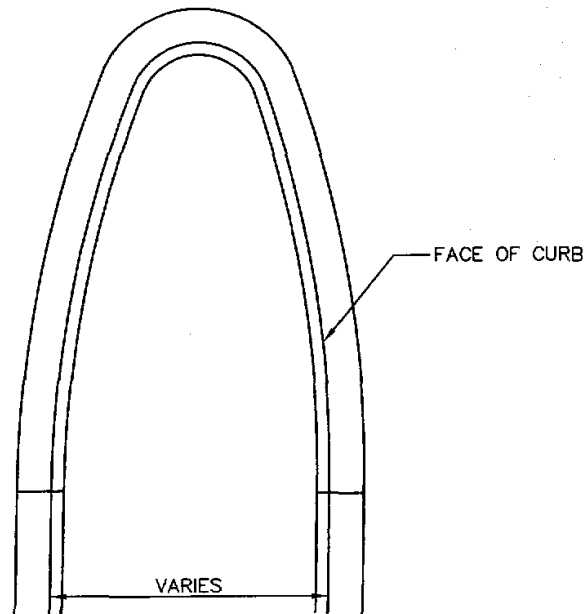
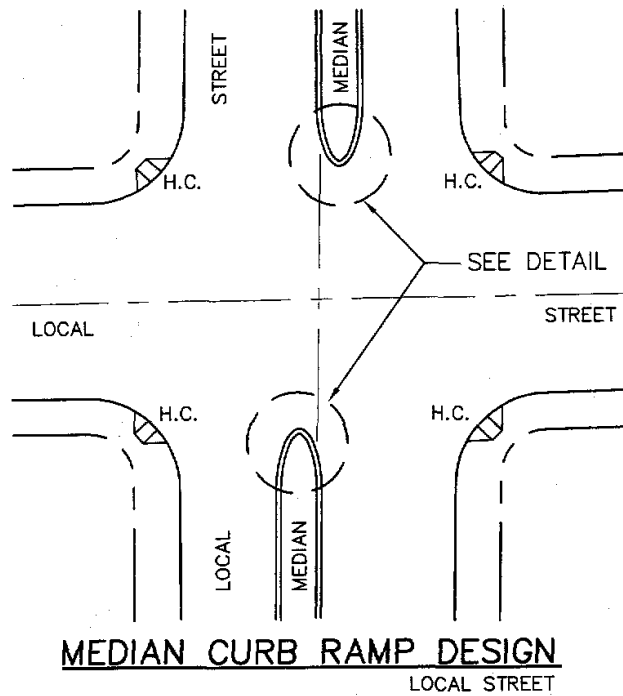


TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

MEDIAN CURB
RAMP DESIGN
(ARTERIAL)
6-32

Approved By <u>R. A. SHUBERT</u>	Checked By <u>H. M. E.</u>
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FOR CONSTRUCTION

MEDIAN CURB
RAMP DESIGN
(LOCAL)
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SECTION 7

SECTION 7

SIGNAGE AND SIGNALIZATION

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SPECIFICATIONS FOR ALUMINUM SIGN BLANKS

THESE SPECIFICATIONS DESCRIBE DETAILS AND MINIMUM REQUIREMENTS FOR ALUMINUM SIGN BLANKS, TO WHICH REFLECTIVE SHEETING WILL BE APPLIED.

1. ALL MATERIALS SHALL BE NEW AND UNWEATHERED AND SHALL BE OF DOMESTIC ORIGIN, MILLED, ROLLED, AND FINISHED IN DOMESTIC MILLS.
2. SIGN BLANKS SHALL BE 0.080 GAUGE ALODIZED-TREATED ALUMINUM, 5052-H38 ALLOY, FREE OF BURRS, CORROSION, WHITE RUST, AND DIRT, SUITABLE FOR APPLICATION OF REFLECTIVE SHEETING WITHOUT FURTHER PREPERATION.
3. EDGES OF BLANKS SHALL BE CUT TRUE AND SQUARE. CORNER RADII, HOLE DIAMETERS AND HOLE LOCATIONS SHALL BE AS DESCRIBED IN THE ALUMINUM SIGN BLANK BID D.H.T. STANDARDS.
4. ALL SIGN BLANKS WILL BE TREATED AS FOLLOWS:

A. DEGREASING

- (1) VAPOR DEGREASING - BY TOTAL IMMERSION OF THE SIGN BLANK IN A SATURATED VAPOR OF TRICHLORETHYLENE OR PERCHLOROETHYLENE. TRADEMARK PRINTING SHALL BE REMOVED WITH LACQUER THINNER BEFORE DEGREASING.

OR

- (2) ALKALINE DEGREASING - BY TOTAL IMMERSION OF THE SIGN BLANK IN A TANK CONTAINING ALKALINE SOLUTIONS, CONTROLLED AND TITRATED TO THE SOLUTION MANUFACTURER'S SPECIFICATIONS FOR TIME, TEMPERATURE, AND CONCENTRATION. IMMERSION TIME SHALL DEPEND UPON THE AMOUNT OF SOIL PRESENT, GAUGE OF THE METAL AND SOLUTION STRENGTH. RINSE THOROUGHLY WITH RUNNING WATER.



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SPECIFICATIONS FOR
ALUMINUM SIGN BLANKS

7-1

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B. ETCHING

- (1) ACID ETCH - ETCH WELL IN 6-8% PHOSPHORIC ACID SOLUTION AT 100 DEGREES FAHRENHEIT OR PROPRIETARY ACID ETCHING SOLUTION. RINSE THOROUGHLY WITH RUNNING WATER .

OR

- (2) ALKALINE ETCH - ETCH WELL THE PRE-CLEANED ALUMINUM SURFACE IN AN ALKALINE ETCHING MATERIAL THAT IS CONTROLLED BY TITRATION. USE TIME, TEMPERATURE, AND CONCENTRATION SPECIFIED BY THE SOLUTION MANUFACTURER . RINSE THOROUGHLY. REMOVE SMUT WITH AN ACIDIC CHROMIUM COMPOUND-TYPE SOLUTION AS SPECIFIED BY THE SOLUTION MANUFACTURER AND THEN RINSE THOROUGHLY.

C. CHROMATE CONVERSION COATING

COAT THE ALUMINUM BLANKS ACCORDING TO THE CHROMATE CONVERSION COATING MANUFACTURER'S INSTRUCTIONS. THE COATING SHALL CONFORM TO ASTM B449, CLASS 2, AND SHALL RANGE IN COLOR FROM SILVERY IRIDESCENT TO PALE YELLOW. THE COATING WEIGHT SHALL BE 10 TO 35 MG. PER SQ. FT WITH A MEDIAN OF 25 MG. PER SQ. FT. AS THE OPTIMUM COATING WEIGHT.

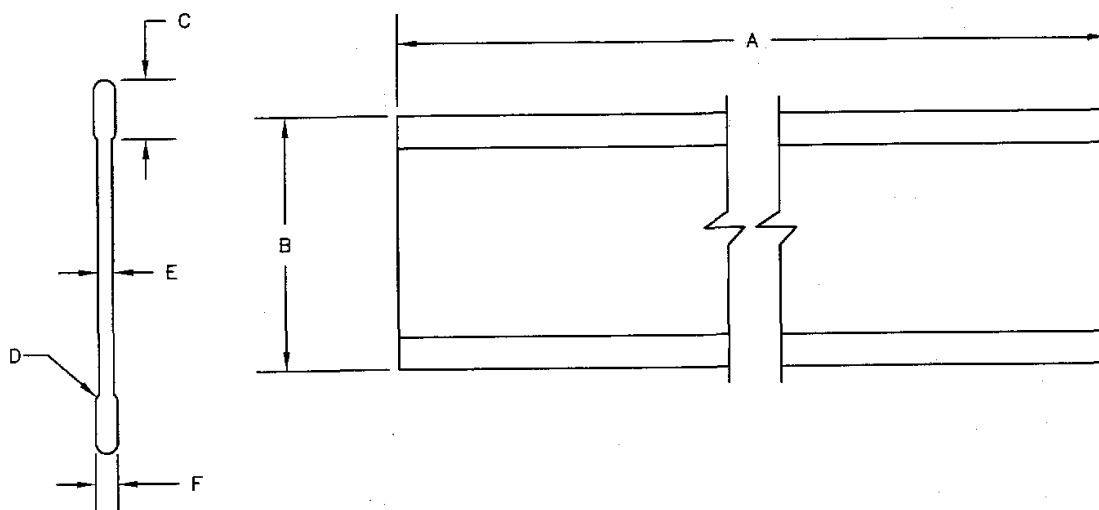


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SPECIFICATIONS FOR
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(continued)
7-2

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**9" STREET NAME SIGN
EXTRUDED ALUMINUM SIGN BLANK**

DIMENSIONS (INCHES)

A	B	C	D	E	F
30	9	0.800	1/4R	0.091	0.25
36	9	0.800	1/4R	0.091	0.25
42	9	0.800	1/4R	0.091	0.25
48	9	0.800	1/4R	0.091	0.25



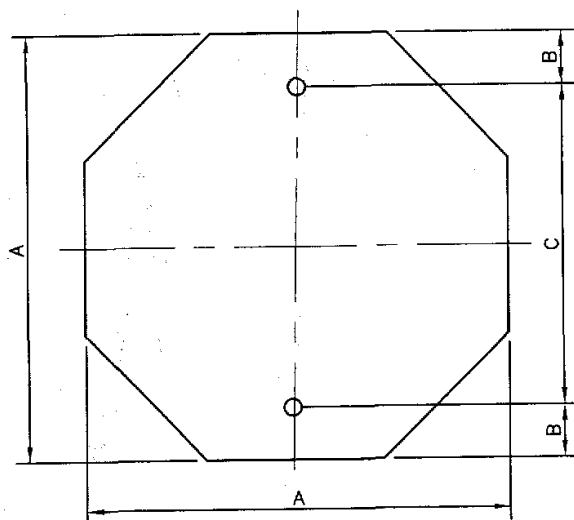
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9" STREET NAME SIGN
EXTRUDED ALUMINUM
SIGN BLANK
7-3

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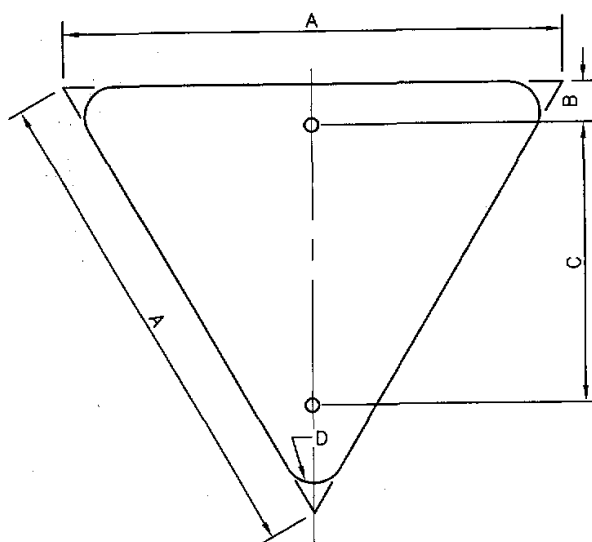
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3/8" HOLE DIA.

A	B	C
24	3	18
30	3	24
36	3	30

OCTAGON
N.T.S.



3/8" HOLE DIA.

A	B	C	D
36	3	21	2
42	3	24	2 1/2
48	3	35	3

EQUILATERAL TRIANGLE
N.T.S.



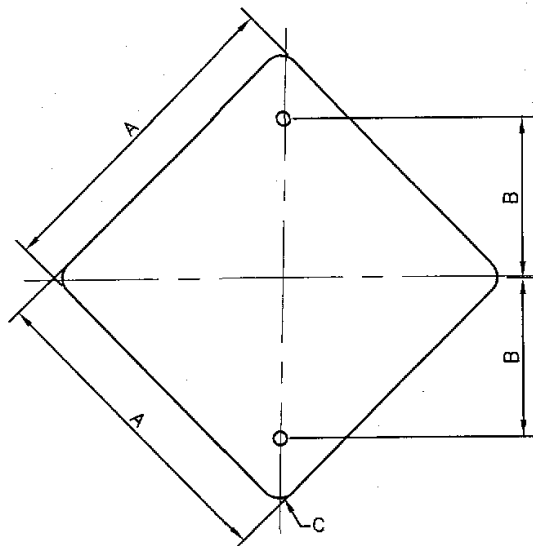
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D.H.T. BLANK
STANDARDS

7-4

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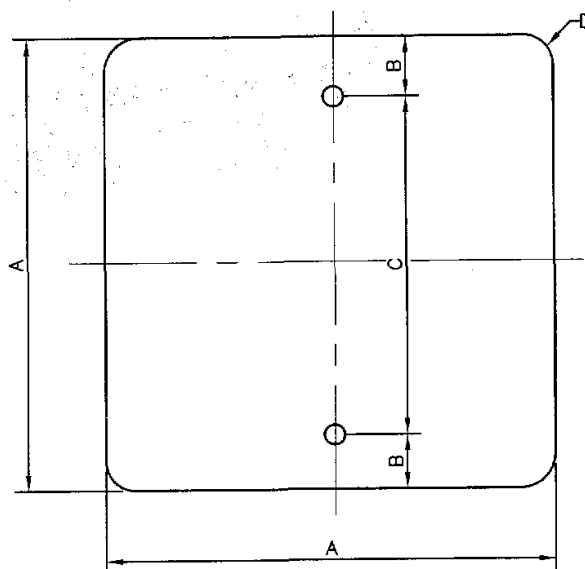
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3/8" HOLE DIA.

A	B	C
24	12	1 1/2
30	15	1 7/8
36	18	2 1/4

DIAMOND
N.T.S.



3/8" HOLE DIA.

A	B	C	D
9	1	7	-
12	3	6	1 1/2
18	3	12	1 1/2
24	3	18	1 1/2
30	3	24	1 7/8
36	3	30	2 1/4

SQUARE
N.T.S.



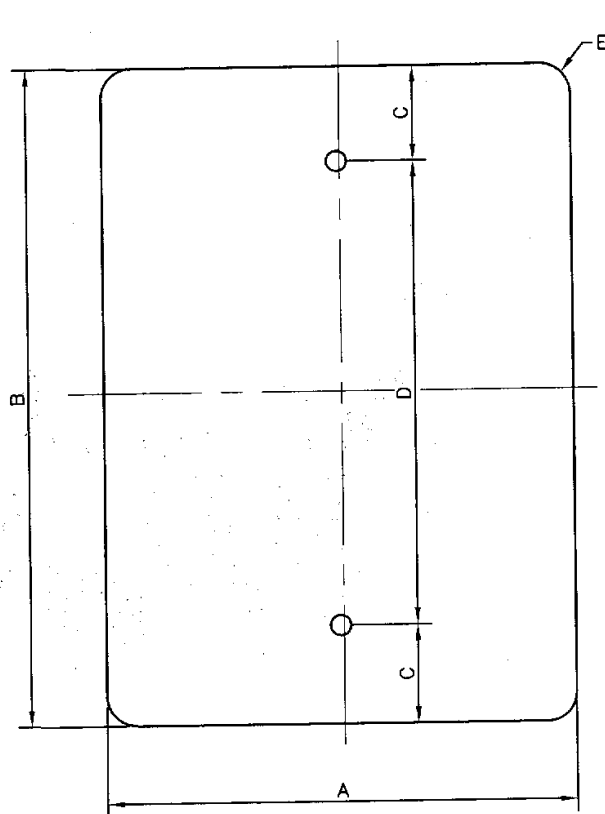
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D.H.T. BLANK
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3/8" HOLE DIA.

A	B	C	D	E
9	12	3	6	1 1/2
10	18	2	14	1 1/2
10	27	2	23	1 1/2
10	36	2	32	1 1/2
12	18	1-1/2	15	1 1/2
12	24	2	20	1 1/2
12	30	1-1/8	27-3/4	1 1/2
12	36	2	32	1 1/2
12	48	2	44	1 1/2
18	24	3	18	1 1/2
18	30	1-1/2	27	1 1/2
24	30	3	24	1 1/2
24	36	3	30	1 1/2
24	48	3	42	1 1/2
30	36	3	30	1 7/8
30	42	3	36	1 7/8

VERTICAL RECTANGLE
N.T.S.



TITLE 19 - SUBDIVISION ORDINANCE
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DESIGN STANDARDS
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D.H.T. BLANK
STANDARDS
(continued)
7-6

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CITY OF EL PASO
SPECIFICATIONS FOR REFLECTORIZED
STREET NAME SIGNS

1. COLOR OF SIGNS : THE FINISHED SIGN MUST HAVE A REFLECTORIZED GREEN BACKGROUND. THE GREEN MUST CONFORM WITH THE BUREAU OF PUBLIC ROADS HIGHWAY GREEN. THE LEGEND MUST BE REFLECTORIZED SILVER WHITE (GREEN REVERSE SCREENED BACKGROUND WITH SILVER COPY).
2. LETTER DESIGN: THE LETTERING OF ALL LEGENDS MUST BE UPPER CASE LETTERS IN ACCORDANCE WITH "STANDARD ALPHABETS FOR HIGHWAY SIGNS" PUBLISHED BY THE FEDERAL HIGHWAY ADMINISTRATION.
3. LETTER SPACING: THE CONTROL FOR THE SPACING VALUES IN TRAFFIC LAYOUT IS THE DISTANCE RECOGNIZED AS AESTHETIC SPACING BETWEEN TWO STRAIGHT LETTERS (HN). A SPACING CONTROL OF TWO TIMES THE WIDTH OF THE STROKE OF THE LETTER SERIES TO BE USED MUST BE THE AESTHETIC CONTROL (100%). TWO AND ONE-HALF TIMES (2-1/2) THIS CONTROL MUST BE USED AS THE AESTHETIC WORD SPACE BETWEEN ELEMENTS IN THE PRIMARY LEGEND.
4. LAYOUT: THE MAXIMUM NUMBER OF LETTERS TO BE ACCOMMODATED ON A GIVEN LENGTH STREET NAME FACE MUST BE DETERMINED BY THE WIDEST LETTER SERIES POSSIBLE FOR THAT LEGEND AND THE SPACING CONTROL (100%) FOR THE SERIES USED MUST BE EXPANDED OR CONDENSED UP TO 25% IN 5% INCREMENTS.
5. THE SPACING CONTROL (100%) FOR THE SERIES USED MUST BE EXPANDED OR CONDENSED UP TO 25% IN 5% INCREMENTS FOR THE END MARGIN WITH MINIMUM OF 1".
6. THE WORD SPACE MUST BE EXPANDED UP TO 25% IN 5% INCREMENTS BUT NOT CONDENSED.



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SPECIFICATIONS FOR
REFLECTORIZED
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7. SPACE BETWEEN PRIMARY AND BLOCK NUMBER AREA MUST BE 1/2 THE AESTHETIC WORK SPACE USED IN THE PRIMARY LEGEND.
8. SUFFIX LETTER SIZE FOR ALL LENGTHS MUST BE 2" CAPITALS, "C" SERIES, EXCEPT THAT SERIES "A" OR "B" WHERE SUFFIX ABBREVIATION EXCEEDS TWO LETTERS, MAY BE USED.
9. SIZE OF LEGEND: FOR 9" STREET NAME SIGNS, THE PRIMARY LEGEND, OR STREET NAME MUST HAVE CAPITAL LETTERS SIX INCHES (6") HIGH AND ALL SECONDARY LEGENDS, INCLUDING THE SUFFIX, BLOCK NUMBERS, MUST HAVE UPPER CASE LETTERS TWO AND ONE-HALF INCHES (2 1/2") HIGH.
10. SUFFIX LETTER SIZE FOR ALL LENGTHS MUST BE 2 1/2" CAPITALS, "C" SERIES, EXCEPT THAT SERIES "A" OR "B" WHERE SUFFIX ABBREVIATION EXCEEDS TWO LETTERS, MAY BE USED.
11. POSITION OF LEGEND: EACH SIGN FACE WILL CONSIST OF THE STREET NAME, SUFFIX, AND TWO ZEROS OF THE BLOCK NUMBER. THE ADDITIONAL NUMBERS OF THE BLOCK NUMBER WILL BE APPLIED BY THE CITY OF EL PASO. THE SUFFIX WILL BE LOCATED IN THE UPPER RIGHT CORNER AND THE BLOCK NUMBER IN THE LOWER RIGHT CORNER OF THE SIGN FACE AND THE STREET NAME CENTERED IN THE REMAINING SPACE.
12. SIGN FABRICATION: THE SIGN FACE MUST BE FABRICATED BY REVERSE SCREENING GREEN TRANSPARENT COLOR OVER SILVER REFLECTIVE SHEETING. TRANSPARENT PROCESS COLORS MUST BE AS RECOMMENDED BY THE SHEETING MANUFACTURER. CUT-OUT OR APPLIED LEGENDS ARE NOT PERMITTED. SIGN FACES MUST BE COMPRISED OF ONE PIECE OR PANEL OF REFLECTIVE SHEETING.
13. TYPE OF SHEETING: ENGINEER GRADE REFLECTIVE SHEETING MUST BE USED IN THE FABRICATION OF THE STREET NAME SIGN FACES.



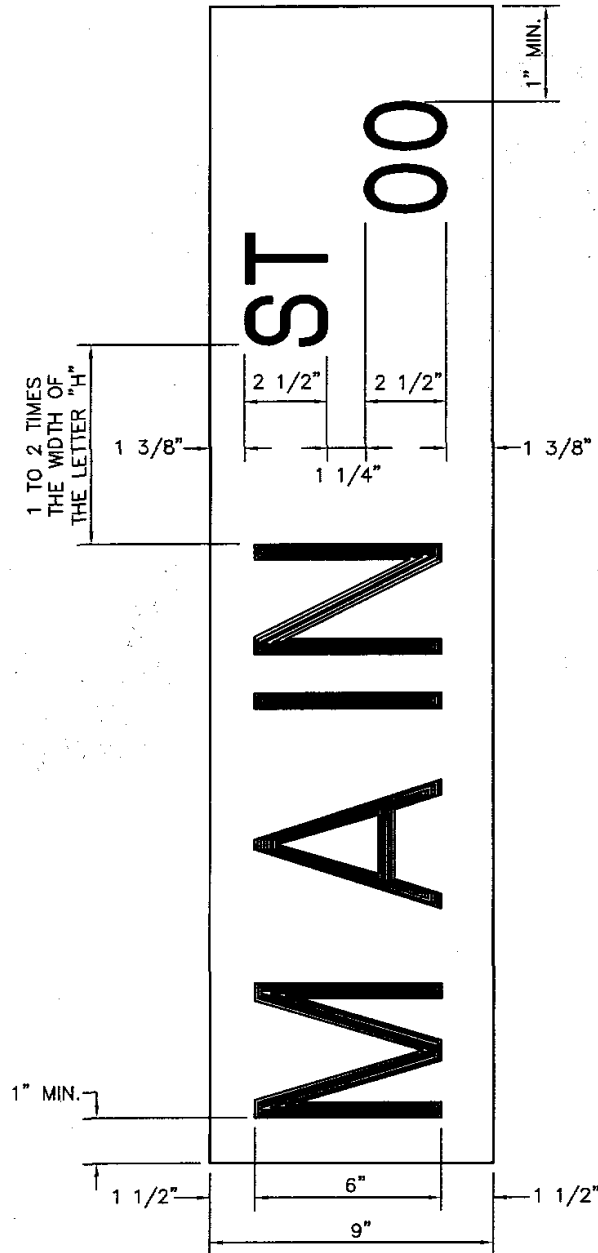
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CITY OF EL PASO
LAYOUT FOR 9" STREET NAME SIGNS



SIGN CLASS	SIGN LENGTH	PRIMARY LETTERS SIZE & SERIES	SUFFIX & BLOCK NUMBER SIZE & SERIES
9" ARTERIAL STREETS	36"	6" C,D SERIES	3" C SERIES
	42"	6" C,D SERIES	3" C SERIES
	48"	6" A,B,C,D SERIES	3" C SERIES



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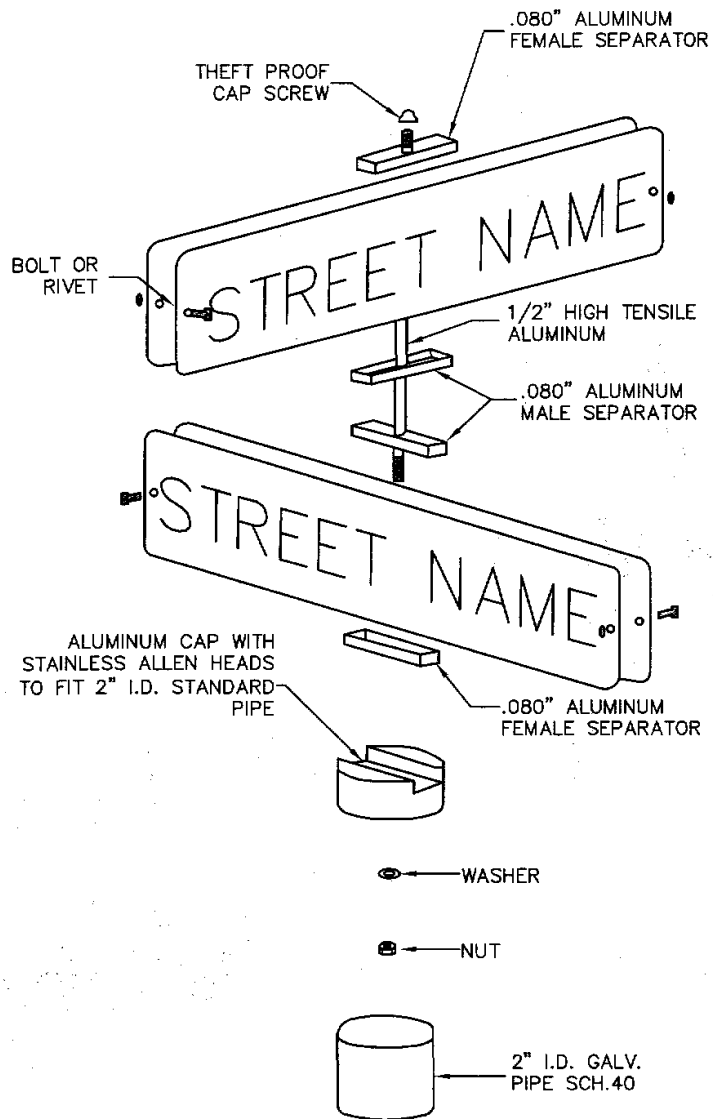
9" STREET NAME SIGN

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**9" STREET
NAME ASSEMBLY**



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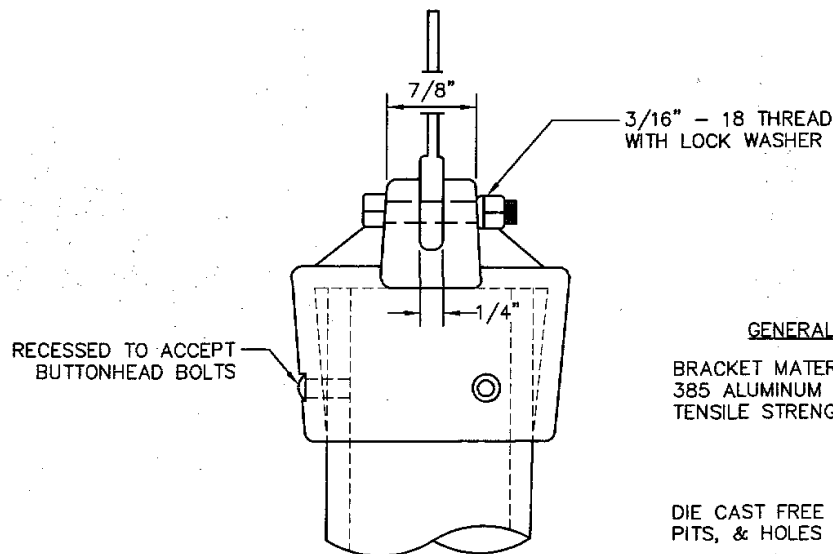
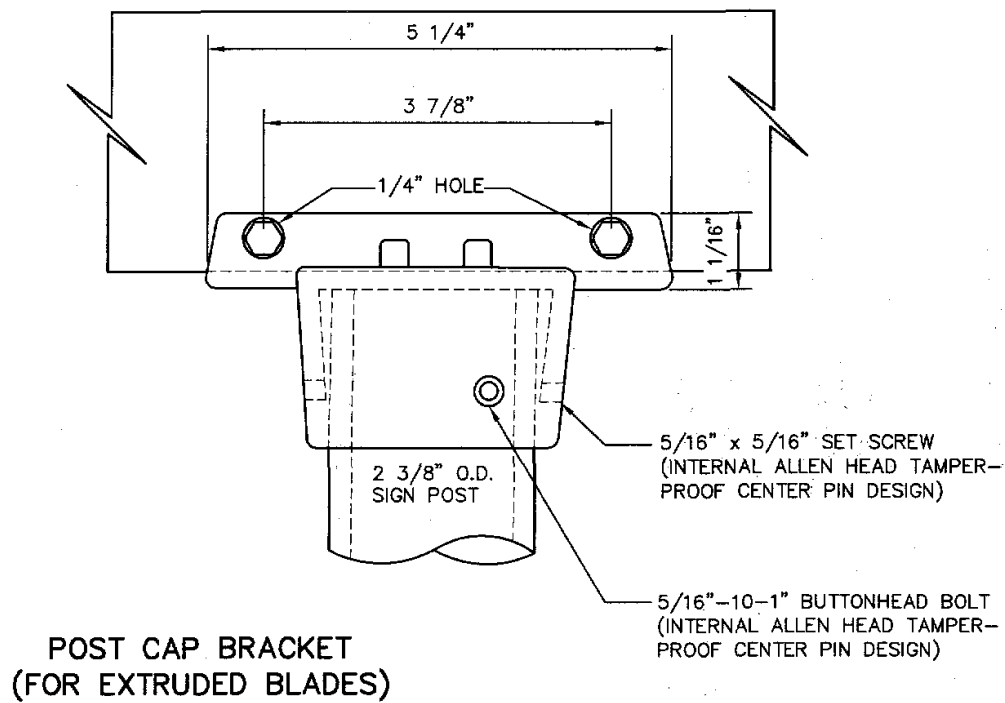
9" STREET NAME SIGN
ASSEMBLY

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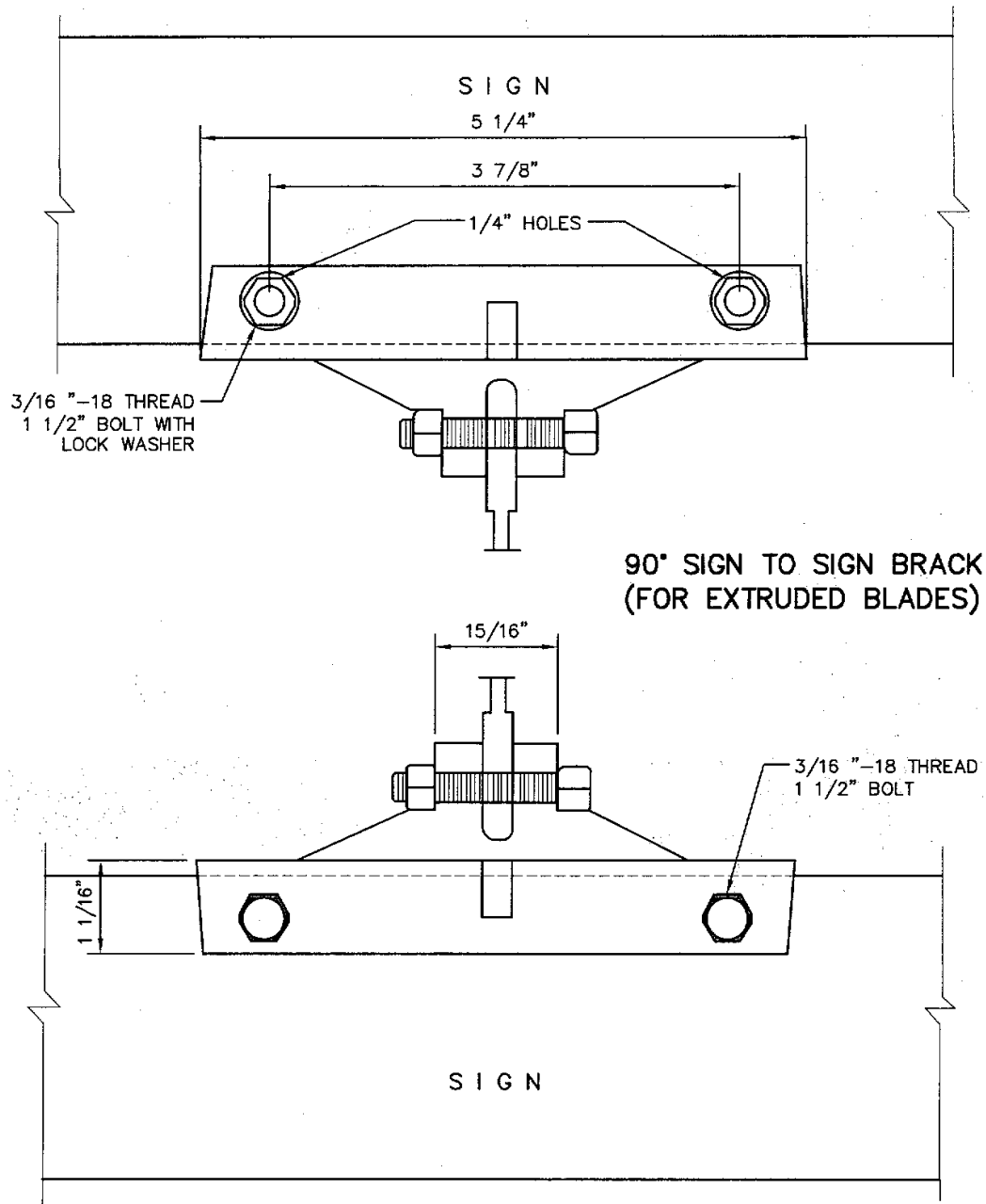
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9" STREET NAME SIGN
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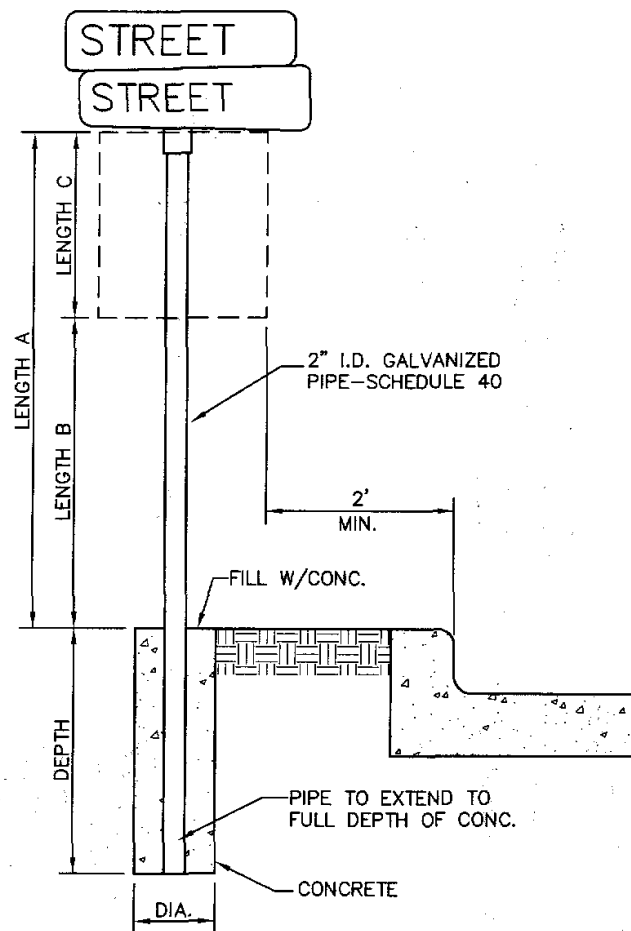
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9" STREET NAME SIGN
ASSEMBLY
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DIA. = 8" MIN IN SOIL OR GRAVEL
3" MIN. UNDER CONC SIDEWALK

SIGN POST INSTALLATION

LENGTH A	LENGTH B	LENGTH C	DEPTH
10 FT	7 FT	LARGER THAN 24"	2 FT
9 FT	7 FT	SMALLER THAN 24"	1 1/2 FT



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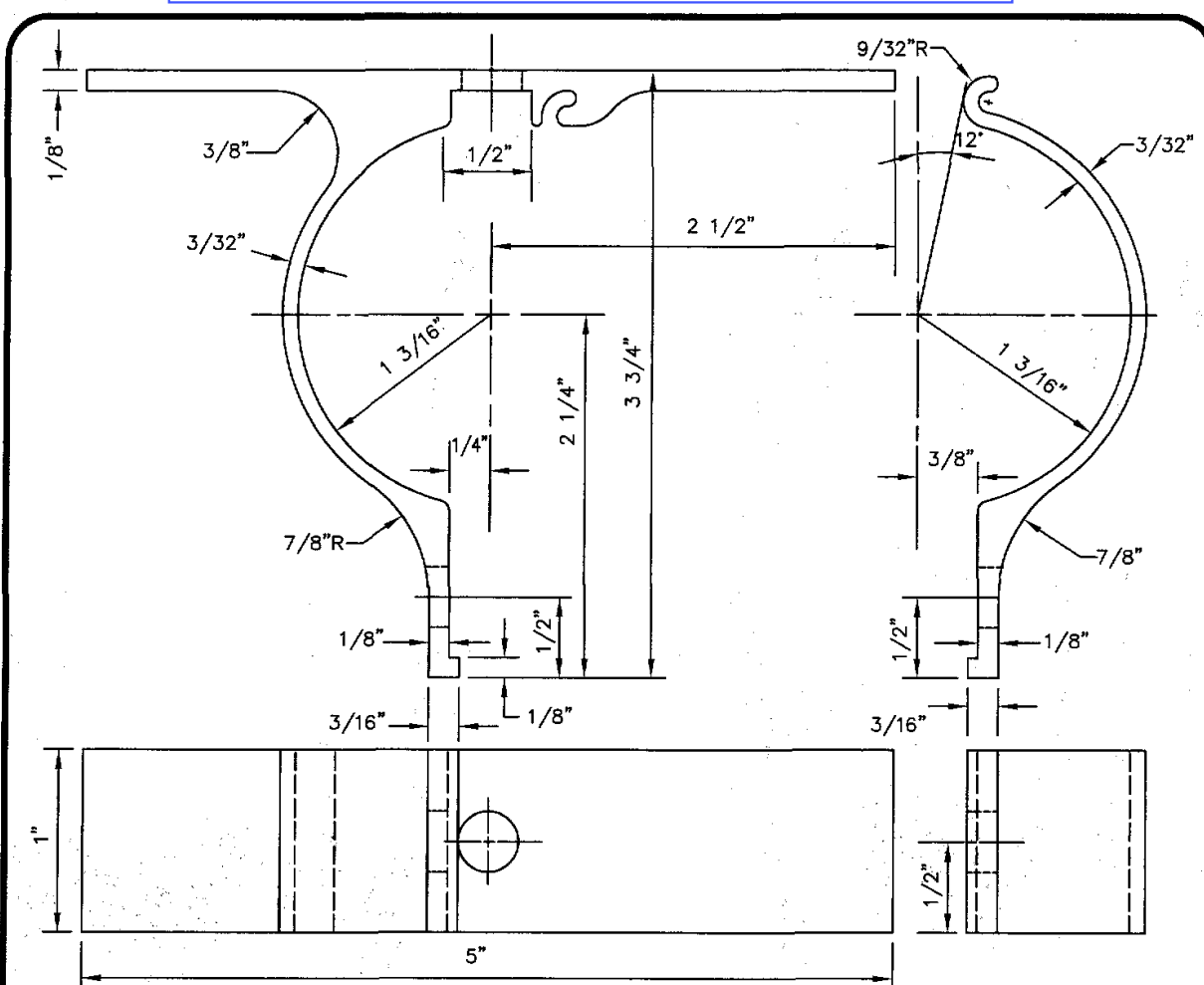
SIGN POST INSTALLATION

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ALUMINUM SIGN CLAMP BRACKET FOR TRAFFIC CONTROL SIGNS

NOTES:

N.T.S.

1. ALL HOLES $3/8"$ PUNCH
2. FILLETS & ROUNDS $1/16"=R$
3. FURNISH THE FOLLOWING HARDWARE FOR EACH BRACKET:
 - 1 - $5/16" \times 3/4"$ BOLTS
 - 1 - $5/16" \times 1 1/4"$ BOLT
 - 2 - $5/16"$ NUTS & LOCK WASHERS
 - 2 - FLAT WASHERS
4. THE BRACKET IS TO BE MADE FROM HIGH STRENGTH ALUMINUM ALLOY. THE BRACKET IS TO EMPLOY AN EXTRUDED INTERLOCKING FEATURE OFFERING A RIGID MEANS OF ATTACHING A FLAT SIGN TO A STANDARD $2"$ ($2/8"$ O.D.) TUBULAR POST.



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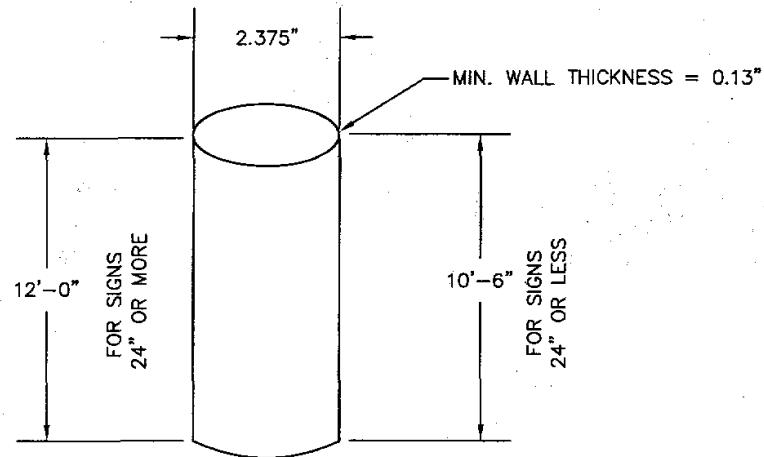
ALUMINUM SIGN CLAMP
 BRACKET FOR TRAFFIC
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SIGN POST SPECIFICATIONS



NOTES:

1. WELD ALONG ITS LENGTH TO FORM VIRTUALLY SEAMLESS.
2. POST SHALL BE HOT-DIPPED ZINC GALVANIZED UNIFORMLY ON THE OUTSIDE WITH A NOMINAL ZINC WEIGHT OF 1.0 OUNCE PER SQUARE FOOT.
3. THE ZINC COATING IS TO BE OVER-COATED WITH A CHROMITE CONVERSION AND ACRYLIC COATING TO PROVIDE RESISTANCE TO RUSTING AND CORROSION.
4. THE INSIDE OF THE POST SHALL BE COATED WITH AN ORGANIC MATERIAL FOR PROTECTION AGAINST RUST.
5. BOTH ENDS ARE TO BE SQUARELY CUT WITHOUT FLARE.
6. POST SHALL BE FREE OF WARPS, CORROSION, OR OTHER DEFECTS.
7. RING WELDS OR SPLICES WILL NOT BE ACCEPTABLE.
8. BENDING STRENGTH AS SPECIFIED BY AASHTO FOR SCHEDULE 40 PIPE.
9. POST SHALL BE BUNDLED WITH METAL STRAPS AND SHALL NOT EXCEED 37 POST PER BUNDLE.



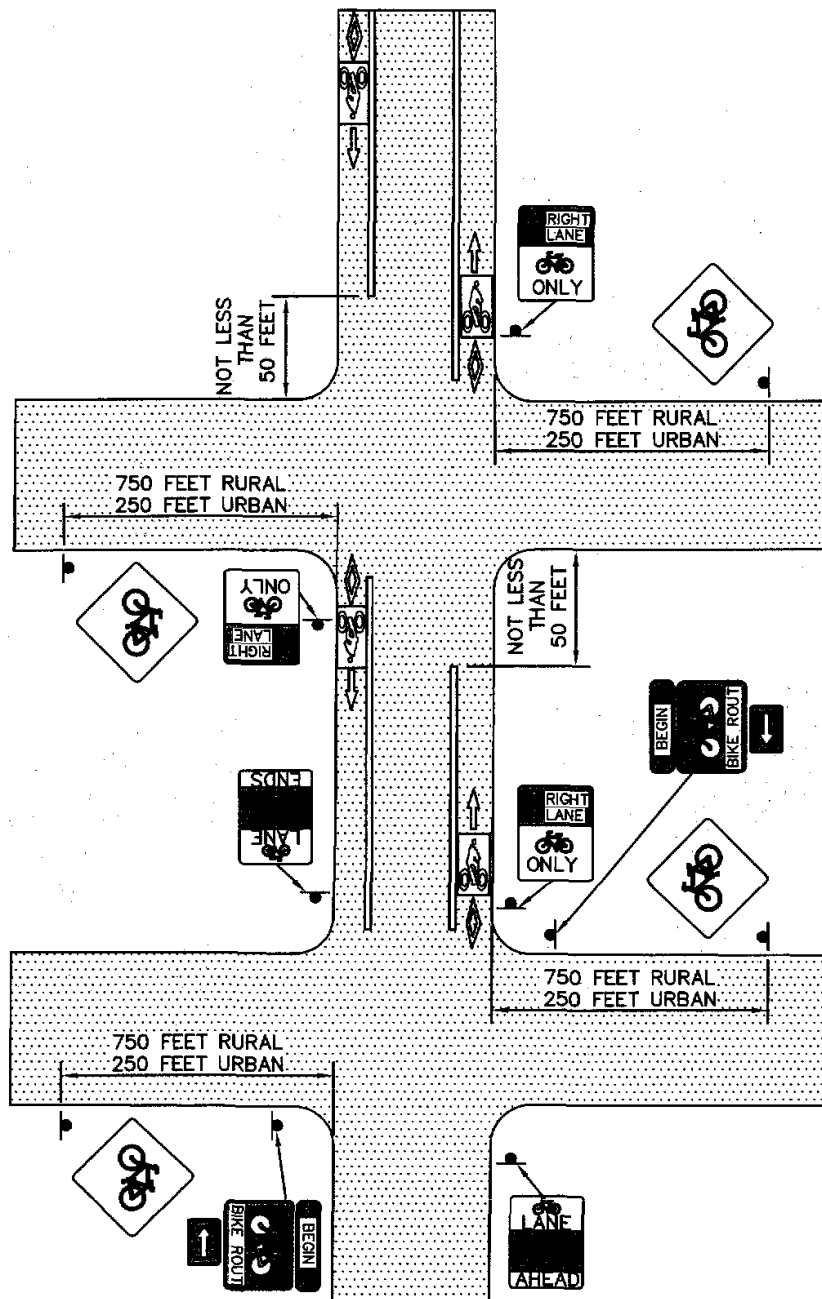
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SIGN POST
SPECIFICATIONS
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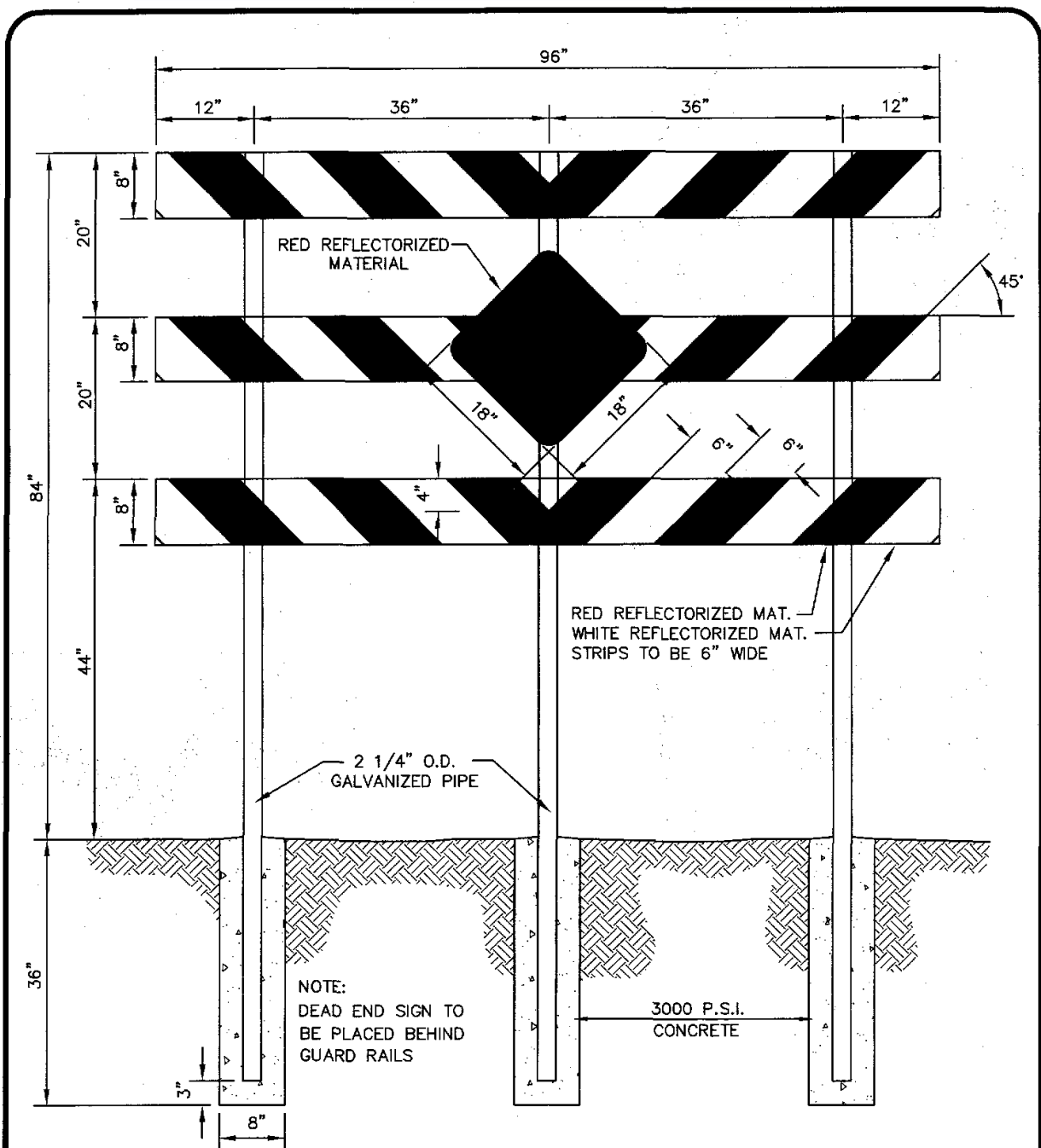
BIKE LANE SIGNS AND
MARKINGS

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DEAD END SIGN



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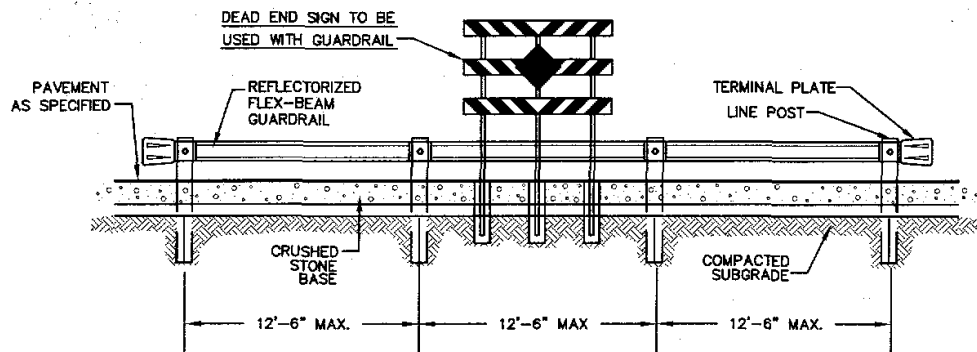
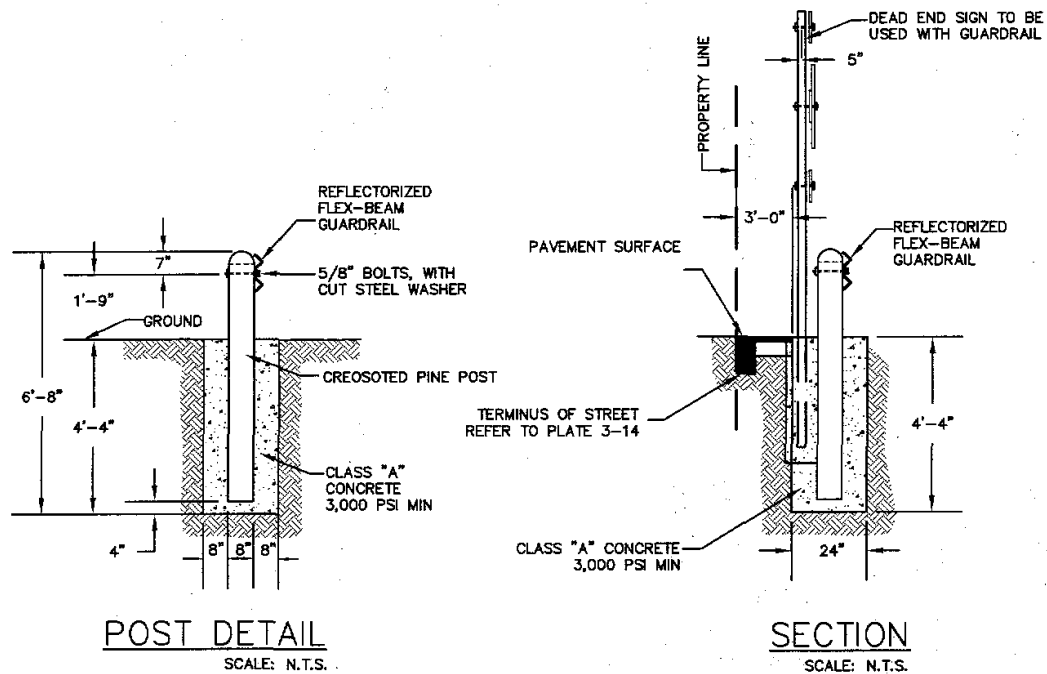
DEAD END SIGN

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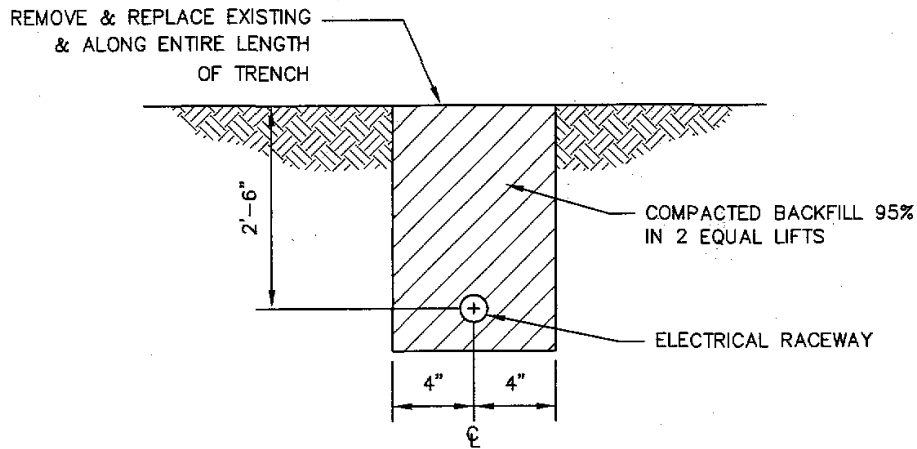
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GUARDRAIL SIGN
ASSEMBLY AT DEAD END
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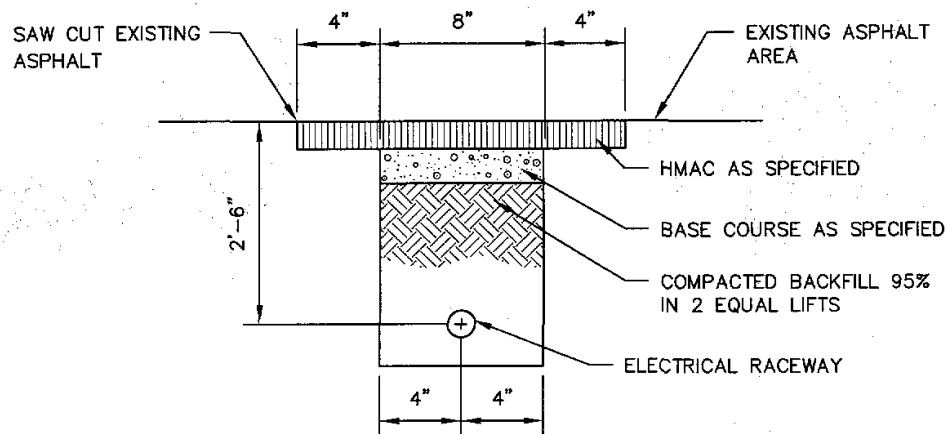
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TYPICAL ELECTRICAL RACEWAY TRENCH DETAIL



TYPICAL ELECTRICAL RACEWAY TRENCH DETAIL

KEYED NOTES:

1. TRENCHES IN AREAS WITH GRASS, DIRT, PAVERS, ETC. SHALL BE REPLACED ALONG ENTIRE LENGTH OF TRENCH.



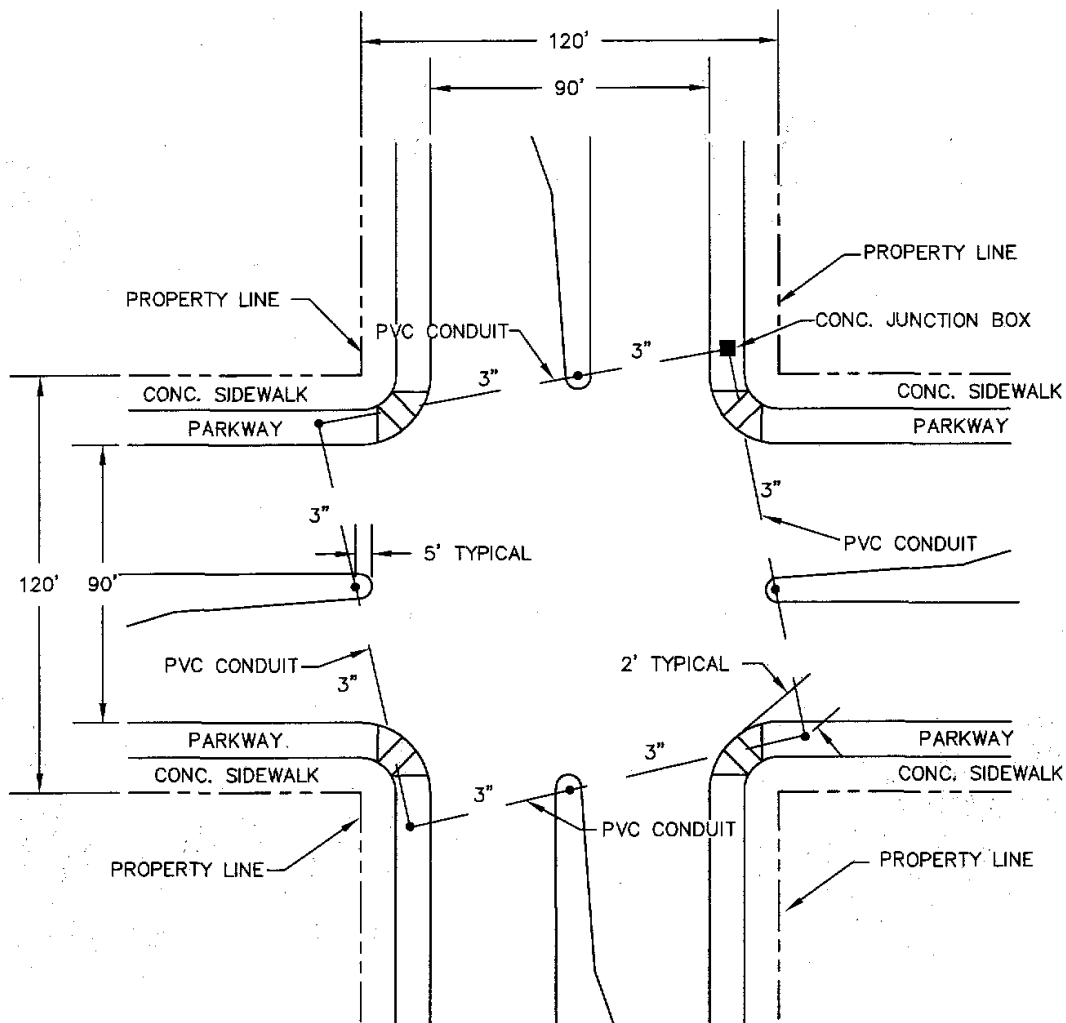
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

TYPICAL ELECTRICAL
RACEWAY TRENCH
DETAIL
7-18

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC / J. R.

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NOTE:
CONDUIT SHALL BE HIGH IMPACT
P.V.C. - 3" SCHEDULE 40 AS
PER CITY SPECIFICATIONS.

TYPICAL INTERSECTION
MAJOR ARTERIAL - MAJOR ARTERIAL



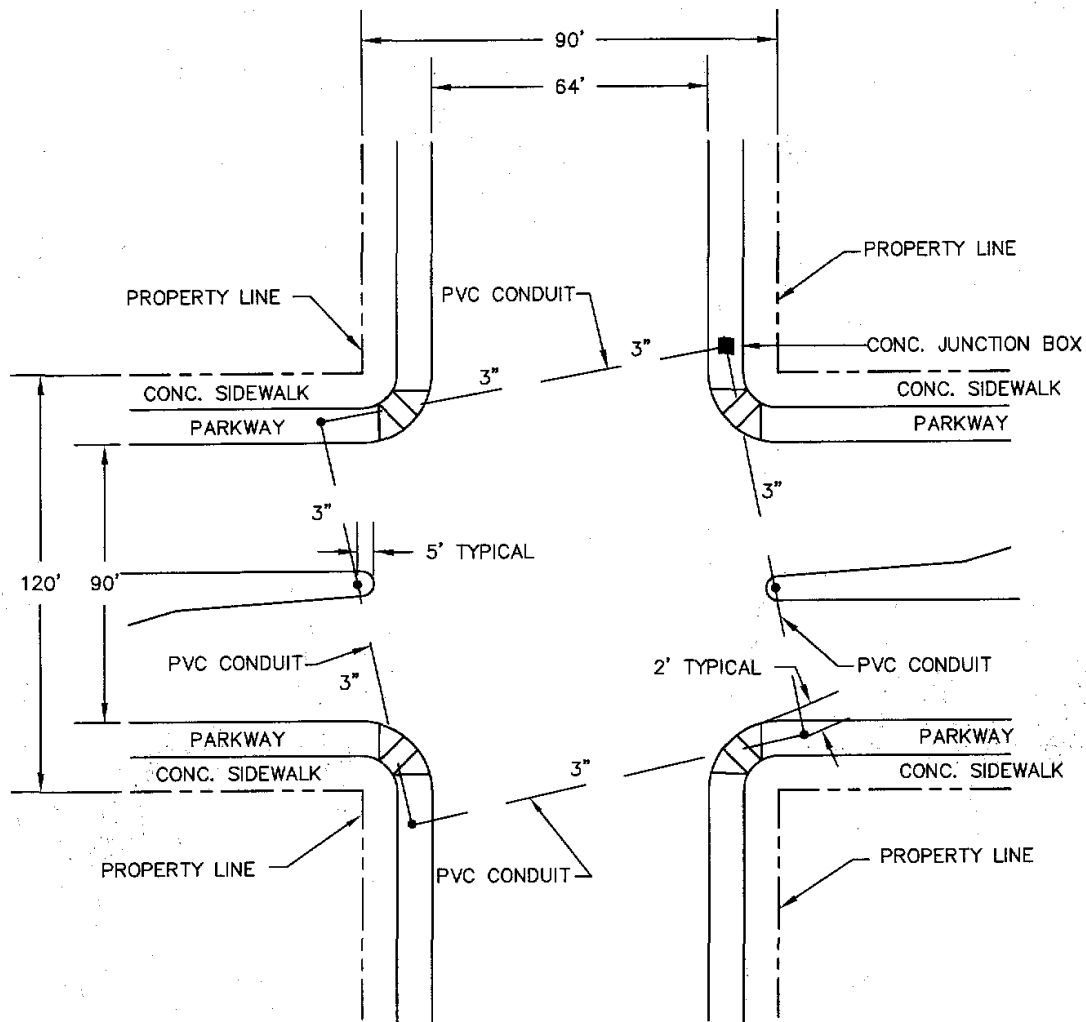
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
**DESIGN STANDARDS
FOR CONSTRUCTION**

TRAFFIC SIGNAL
CONDUIT LAYOUT
(MAJOR-MAJOR)
7-19

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC / J. R.

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NOTE:
CONDUIT SHALL BE HIGH IMPACT
P.V.C. - 3" SCHEDULE 40 AS
PER CITY SPECIFICATIONS.

TYPICAL INTERSECTION

MAJOR ARTERIAL - MINOR ARTERIAL



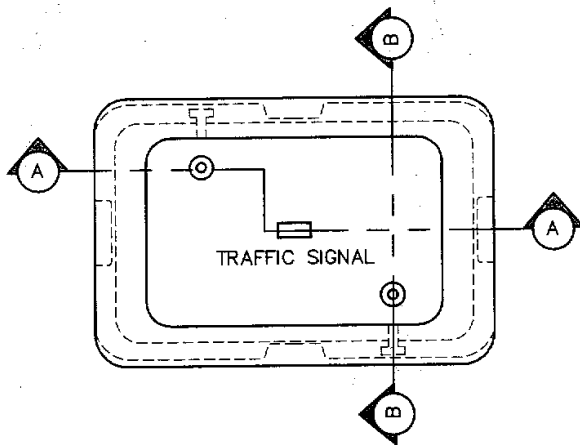
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FOR CONSTRUCTION

TRAFFIC SIGNAL
CONDUIT LAYOUT
(MAJOR-MINOR)
7-20

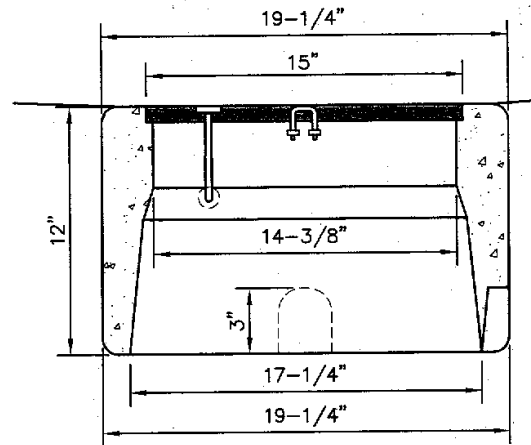
Approved By R. A. SHUBERT
Date JUNE 03, 2008

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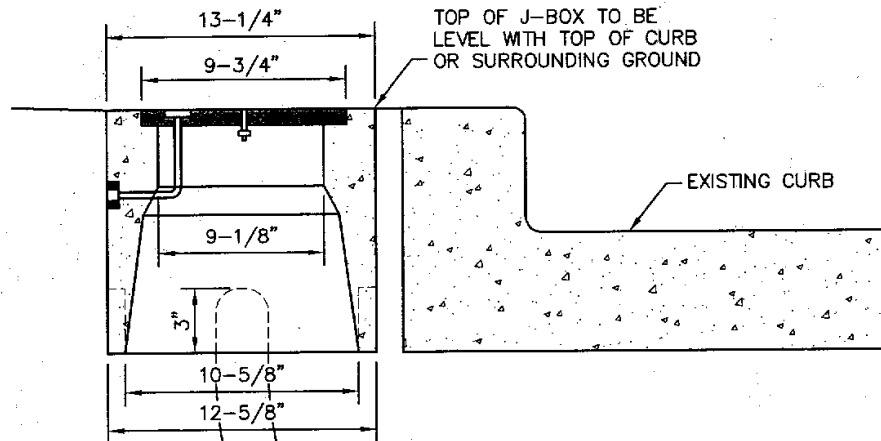
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PLAN VIEW



SECTION A-A



SECTION B-B

NOTE:
PROPOSED J-BOXES TO BE
PLACED EVERY 150 FEET
UNLESS OTHERWISE SPECIFIED
BY ENGINEER.

PROPOSED 3" P.V.C. ELBOW W/
90° BEND AT 18" RADIUS

TYPICAL JUNCTION BOX



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ENGINEERING DEPARTMENT

DESIGN STANDARDS
FOR CONSTRUCTION

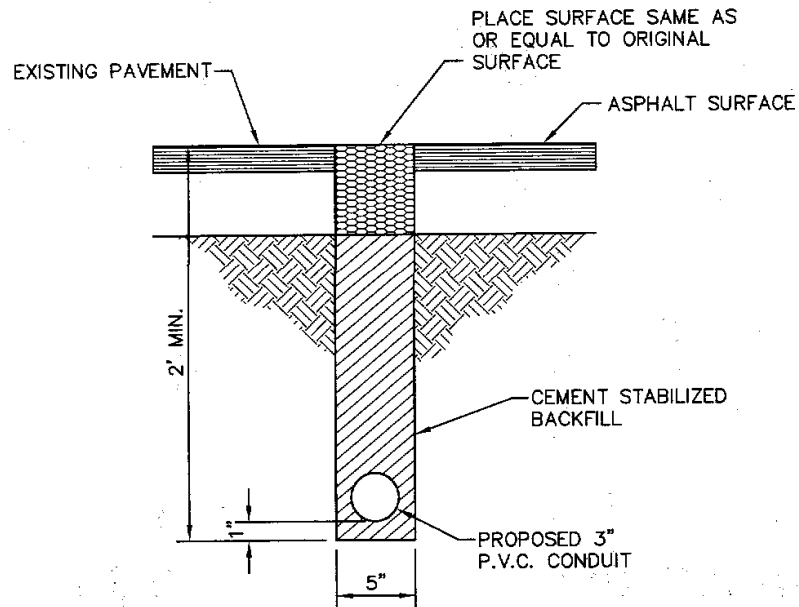
TYPICAL TRAFFIC SIGNAL
JUNCTION BOX

7-21

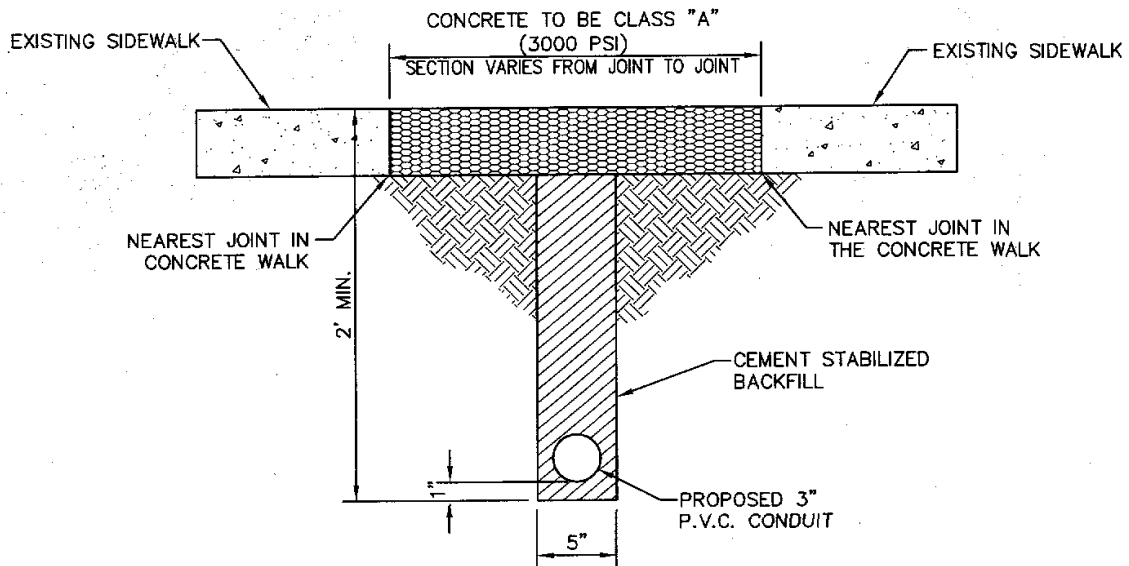
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Date JUNE 03, 2008

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PAVEMENT CUT FOR CONDUIT PLACEMENT



SIDEWALK CUT FOR CONDUIT PLACEMENT

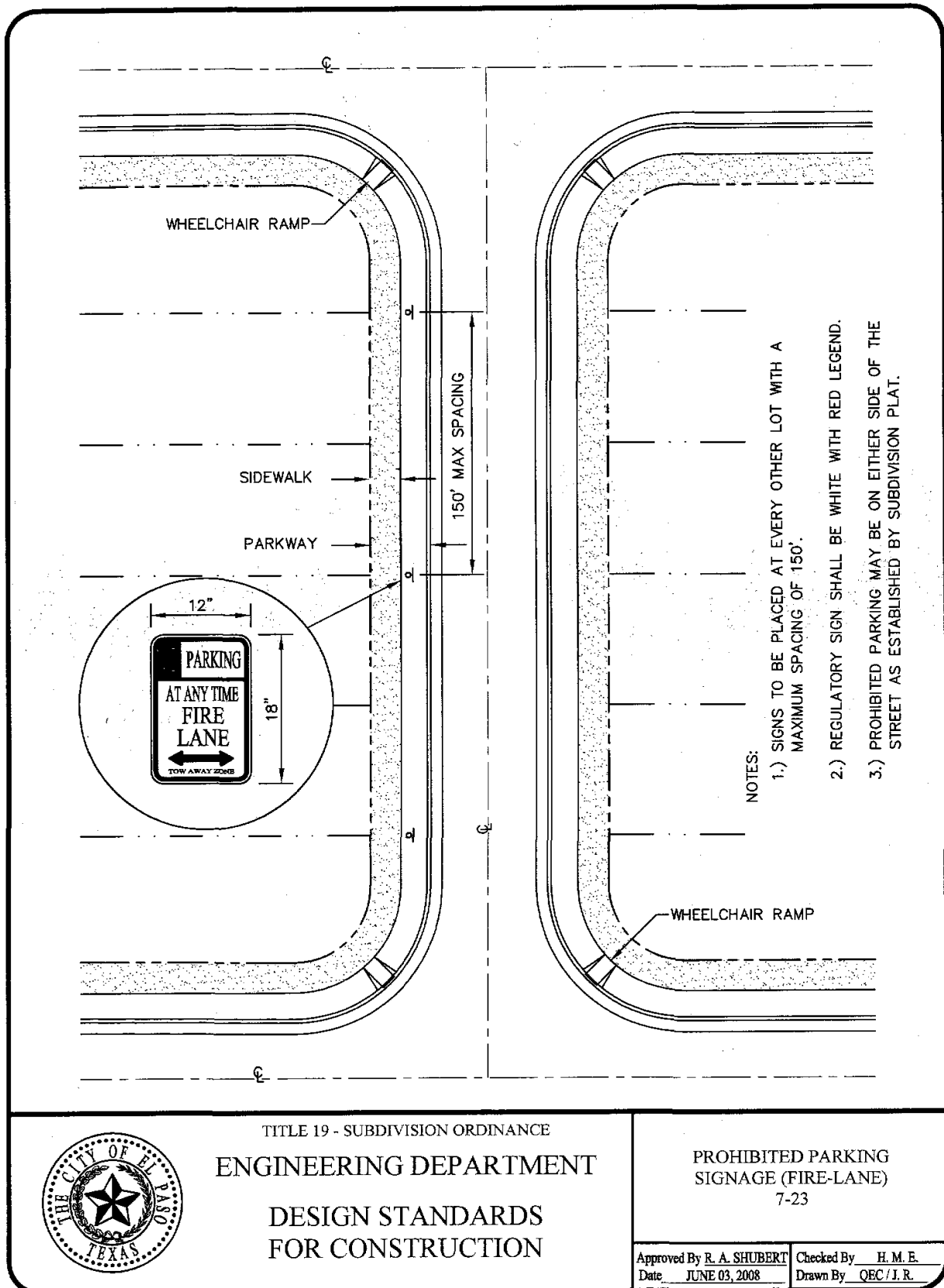


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FOR CONSTRUCTION

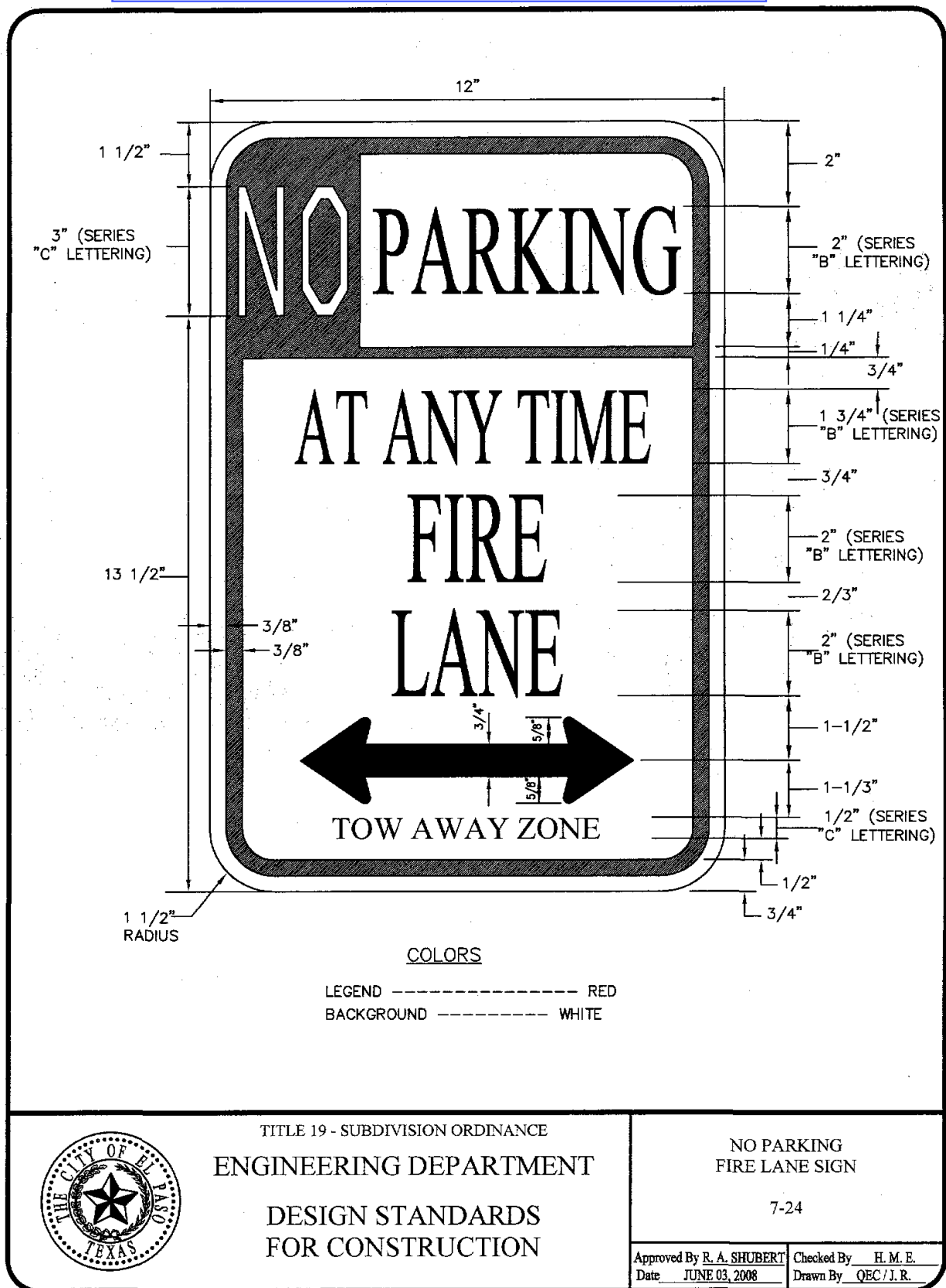
TYPICAL CUTS FOR
CONDUIT PLACEMENT OF
TRAFFIC SIGNALS
7-22

Approved By <u>R. A. SHUBERT</u>	Checked By <u>H. M. E.</u>
Date <u>JUNE 03, 2008</u>	Drawn By <u>QEC/J.R.</u>

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SECTION 8

SECTION 8

STREET LIGHTING

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RESIDENTIAL STREET LIGHT WOOD POLE.....	8-2
RESIDENTIAL STREET LIGHT WOOD POLE (connection to service enclosure).....	8-3
RESIDENTIAL STREET LIGHTING MATERIAL LIST.....	8-4
RESIDENTIAL STREET LIGHT STEEL POLE.....	8-5 thru 8-6

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TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT

DESIGN STANDARDS
FOR CONSTRUCTION

SECTION 8
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CONTENTS

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
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The Subdivider shall furnish and install street lights along all public and private streets, whether within the corporate limits or within the extraterritorial jurisdiction. Such street lights shall comply with the City of El Paso lighting ordinance found at Chapter 18.18 of the El Paso Municipal Code. The following standards shall apply in determining the number of street lights required, and are based on approved standards of the American National Standards Institute and the Illuminating Engineering Society of North America, a copy of which is maintained by the City Engineer:

Street Type	Required Spacing	Pole Type	Lamp Type	Height
Local streets	At intervals of not more than three hundred feet (300')	Wood or Metal	100 watt high pressure sodium	30 feet
Collector arterials	At intervals of not more than three hundred feet (300')	Wood or Metal	100 watt high pressure sodium	30feet



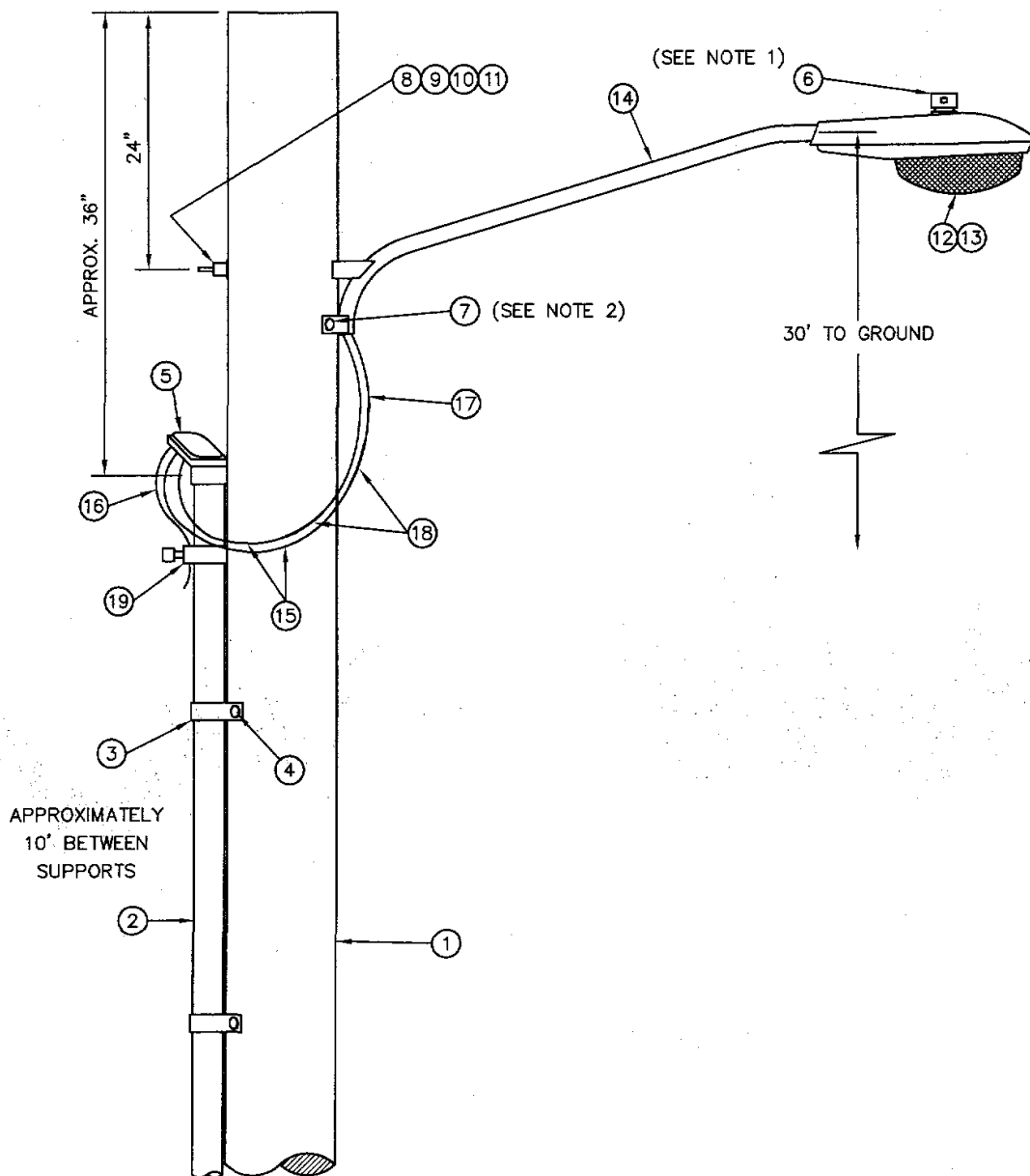
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

RESIDENTIAL STREET
LIGHTING
8-1

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Date JUNE 03, 2008

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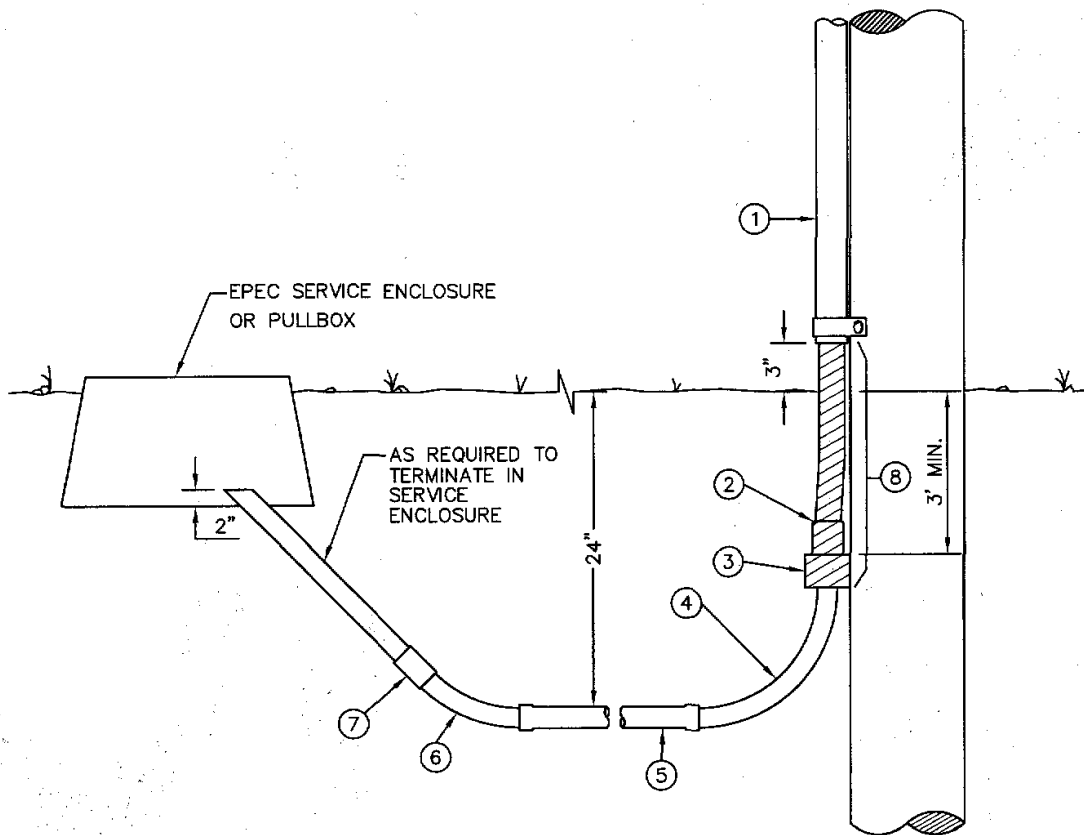
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ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

RESIDENTIAL
STREET LIGHT WOOD POLE
8-2

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
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KEY NOTES:

1. 1/2" GALVANIZED RIGID CONDUIT
2. REDUCER 1" TO 1/2" BUSHING
3. 1" PVC FEMALE ADAPTER
4. 1" PVC 90° ELBOW
5. 1" PVC CONDUIT
6. 1" PVC 45° ELBOW
7. 1" PVC COUPLING
8. TAPE 1/2" RIGID CONDUIT (6")



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

RESIDENTIAL
STREET LIGHT WOOD POLE
(connection to service enclosure)
8-3

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC / J. R.

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ITEM No.	DESCRIPTION	STOCK No.	QTY.
1	POLE, 35 FT.-CLASS IV	009-035	1
2	GALVANIZED RIGID 1/2" CONDUIT	017-292	3
3	PIPE STRAP FOR 1/2' CONDUIT, 2-HOLE	017-334	7
4	LAG BOLT, 1/4" x 2"	002-330	6
5	WEATHERHEAD, 1/2" CONDUIT	017-293	1
6	PHOTOCELL, 240V-SEE NOTE 1	021-225	1
7	LAG BOLT, 1/2" x 4"	002-370	2
8	MACHINE BOLT, 5/8" x 8"	002-450	1
9	SQUARE GALV. WASHER, 2-1/4"x2"-1/4"	002-760	1
10	COIL-SPRING WASHER, 5/8"	002-786	1
11	LOCKNUT, 5/8"	002-705	1
12	LUMINAIRE, 100W H. P. S.	021-335	1
13	HPS LAMP, 100W	021-085	1
14	MAST ARM, 6' x 1-1/4"	021-200	1
15	COPPER CABLE, #12, 19 STRAND, 600 V	013-665	
16	COPPER CABLE, #12, SOLID, 600 V, GREEN	013-701	
17	CABLE, #10, 2 CONDUCTOR, 600 V, UF	013-600	8
18	SLEEVES, #12-10	005-140	2
19	GROUNDING CLAMP	021-215	1

KEYNOTES

1. MOUNT SO THAT CONTROL FACES NORTH.
2. ITEM 17 SHALL NOT BE SPLICED INSIDE ITEM 14.

DESIGN NOTES

1. INSTALLATION SHALL COMPLY WITH ALL LOCAL CODE REQUIREMENTS.
2. FOR ANY CLARIFICATION, EXCEPTIONS OR QUESTIONS REGARDING CODE INTERPRETATION, CALL EL PASO ELECTRIC CO. DISTRIBUTION DEVELOPMENT DEPARTMENT.



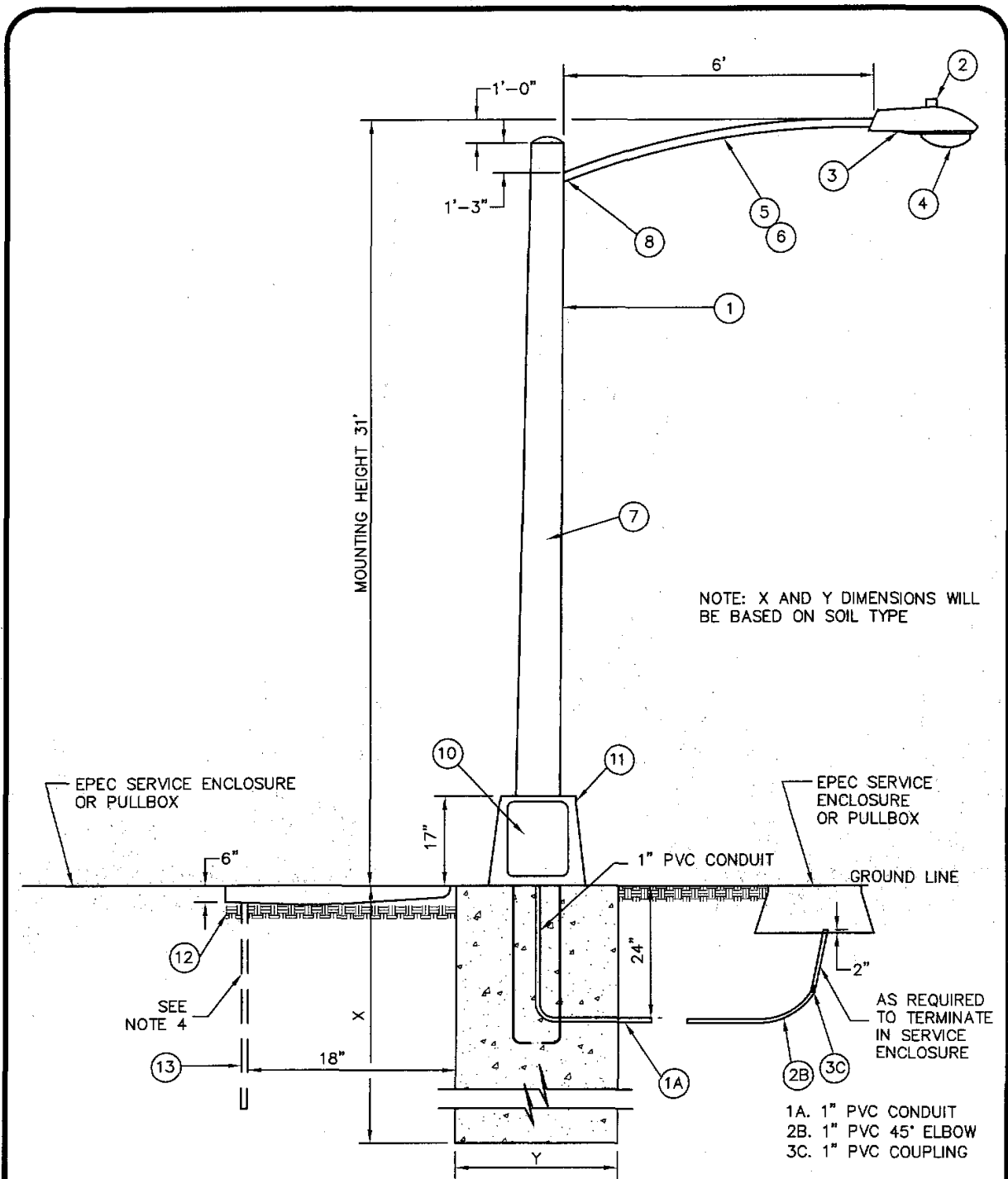
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT

DESIGN STANDARDS
FOR CONSTRUCTION

RESIDENTIAL STREET
LIGHTING MATERIAL LIST
8-4

Approved By <u>R. A. SHUBERT</u>	Checked By <u>H. M. E.</u>
Date <u>JUNE 03, 2008</u>	Drawn By <u>OEC / J. R.</u>

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TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

RESIDENTIAL STREET
LIGHT STEEL POLE
8-5

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC / J. R.

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ITEM No.	DESCRIPTION	STOCK No.	QTY.
1	POLE, 35 FT.-CLASS IV		1
2	PHOTOCELL, 240V-SEE NOTE 1	021-225	1
3	LUMINAIRE, 100W H. P. S.	021-335	1
4	HPS LAMP, 100W	021-085	1
5	MAST ARM, 6' x 1-1/4"	21-200	1
6	#10 SOLID CABLE 600 V	013-600	AS REQ'D.
7	CABLE, #10, 3 CONDUCTOR, 600 V, UF	013-600	40' PLUS
8	SLEEVES, #12	05-145	AS REQ'D.
9	ROADWAY LUMINAIRE HPS 150 WATTS	21-340	1
10	BREAK-A-WAY FUSES 30 AMP.	21-250	2
11	ALUMINUM TRANSFORMER BASE	21-608	1
12	5/8' GROUND ROD CLAMP	07-561	1
13	5/8" x 10' CU BONDED GROUND ROD	08-626	1

KEYNOTES

1. MOUNT SO THAT CONTROL FACES NORTH.
2. ITEM 7 SHALL NOT BE SPLICED INSIDE ITEM 5.

DESIGN NOTES

1. INSTALLATION SHALL COMPLY WITH ALL LOCAL CODE REQUIREMENTS.
2. FOR ANY CLARIFICATION, EXCEPTIONS OR QUESTIONS REGARDING CODE INTERPRETATION, CALL EL PASO ELECTRIC CO. DISTRIBUTION DEVELOPMENT DEPARTMENT.
3. A GROUND ROD MUST BE USED,



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

RESIDENTIAL STREET
LIGHT STEEL POLE
(continued)
8-6

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC / J. R.

SECTION 9

SECTION 9

TYPICAL LOT LAYOUT

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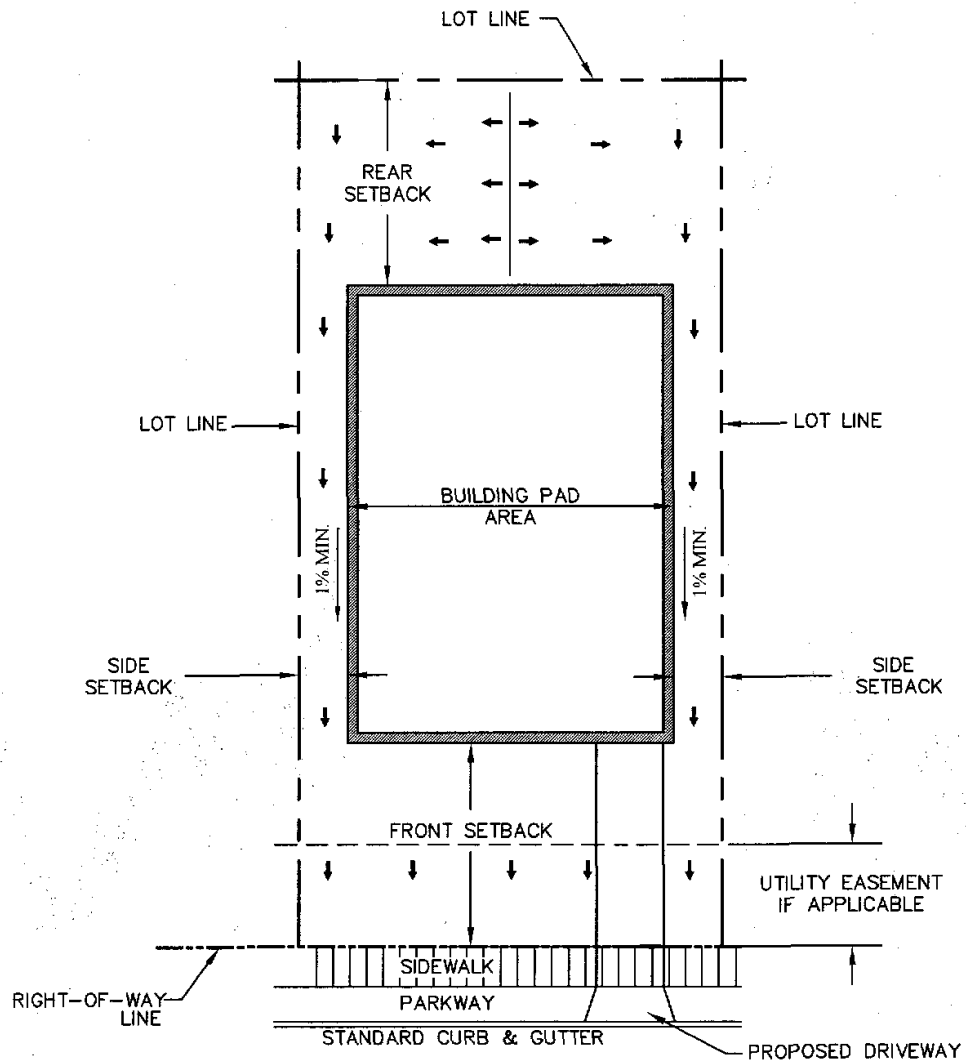
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT

DESIGN STANDARDS
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TYPICAL LOT LAYOUT

SCALE: N.T.S.

DRIVEWAY NOTE:

NOTE: DRIVEWAY SLOPES MUST BE 10% MAX.
FROM GUTTER FOR FIRST 12 FT. AND
14% MAX. THEREAFTER (BLDG. CD. 18.08.060 C)
FOR SETBACK DIMENSIONS REFER TO ZONING ORDINANCE.



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

TYPICAL LOT
LAYOUT
9-1

Approved By R. A. SHUBERT	Checked By H. M. E.
Date JUNE 03, 2008	Drawn By QEC / J. R.

SECTION 10

SECTION 10

TRAFFIC CALMING STANDARDS

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BULBOUT (MIDBLOCK TREATMENT).....	10-2
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CHOKER.....	10-4
DIAGONAL DIVERTER.....	10-5
FORCED TURN ISLAND.....	10-6
HALF CLOSURE.....	10-7
MEDIAN BARRIER.....	10-8
PEDESTRIAN REFUGE ISLAND.....	10-9
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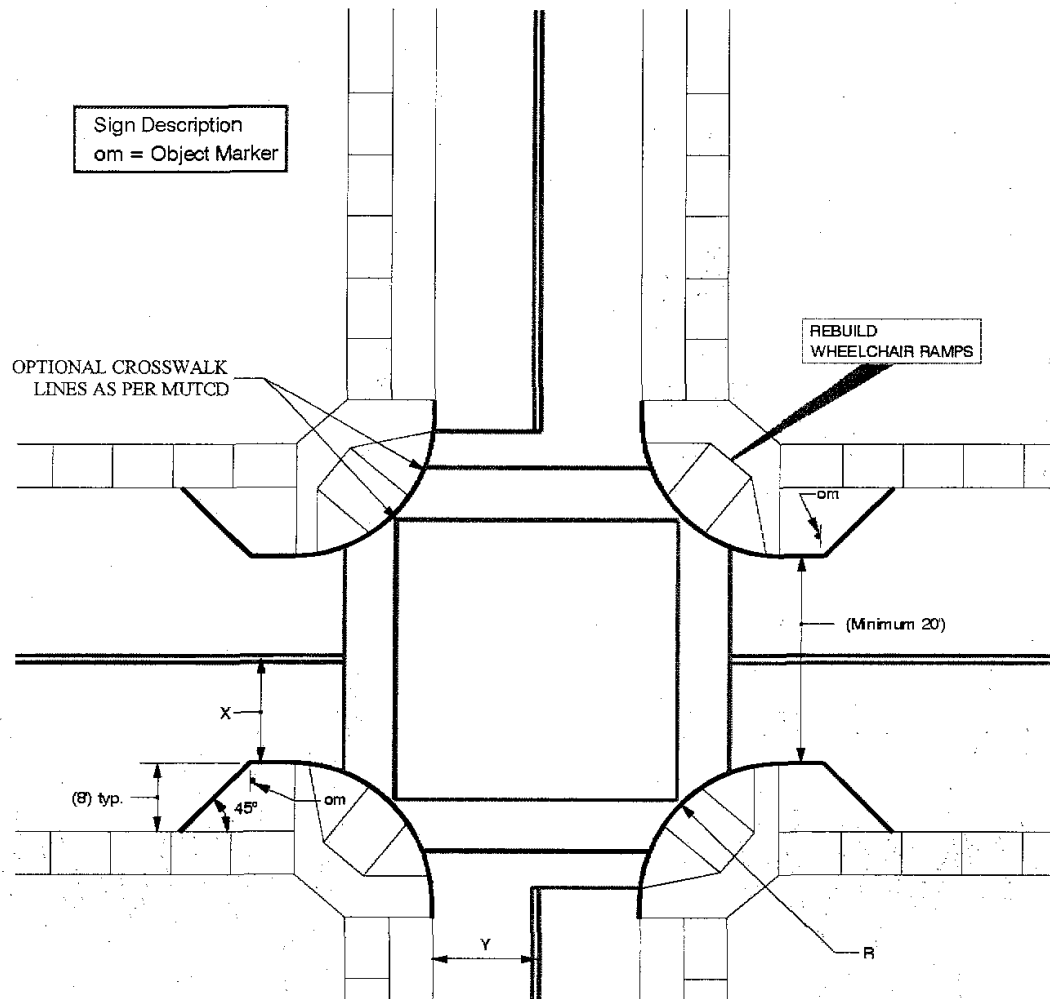
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ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

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Date <u>JUNE 03, 2008</u>	Drawn By <u>QEC / J. R.</u>

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Bulbout (Intersection Treatment)



NOTES:

1. Distance X is referenced from the center of the roadway to the lip of gutter.

For the Street Widths		Use this Curb Radius
X	Y	R
12'	12'	40'
12'	14'	32'
12'	16'	26'
14'	12'	37'
14'	14'	35'
14'	16'	24'



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

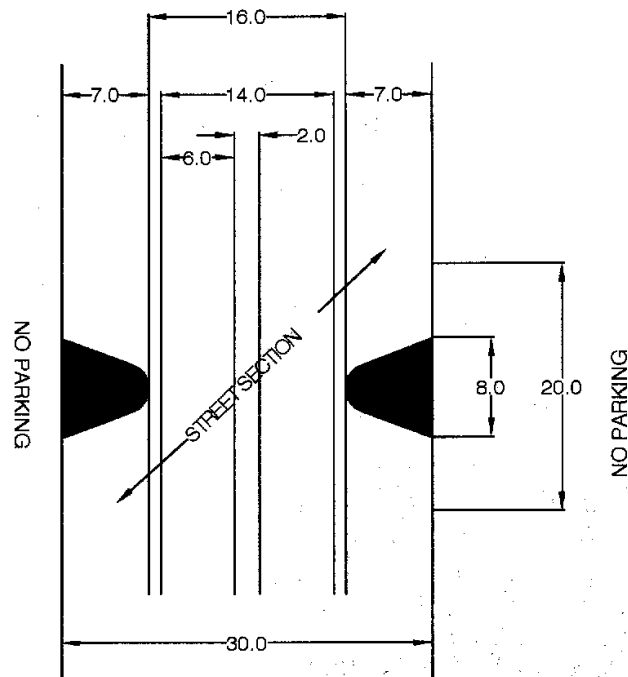
BULBOUT
(INTERSECTION TREATMENT)
10-1

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC / J. R.

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Bulbout (Midblock Treatment)



MIN. 30' WIDE STREET
FOR WIDER STREETS
MAKE BULB DEEPER

THE BULB-OUT DRAWING SHOWN IS FOR A 30 FOOT WIDE STREET. IF A STREET IS WIDER, THE BULB WOULD BE DEEPER; EACH BULB SHOWN IS SEVEN FEET DEEP. THE WIDTH BETWEEN BULBS SHOULD BE 16 FEET, WHICH ALLOWS FOR ONE FOOT BETWEEN BULB AND CAR, SIX FEET PER CAR AND TWO FEET BETWEEN CARS. THIS WOULD REQUIRE CARS TO SLOW DOWN SUBSTANTIALLY IN ORDER TO PASS. THE BULB WOULD RESTRICT PARKING FOR APPROXIMATELY 20 FEET (ONE CAR LENGTH FOR PARKING PURPOSES) IN ORDER FOR THE BULB TO BE VISIBLE, ALLOW WIDER VEHICLES TO PULL TO THE RIGHT AND ALLOW AN OPPOSING VEHICLE TO PASS. IT MAY BE POSSIBLE TO PLANT A TREE IN EACH BULB.



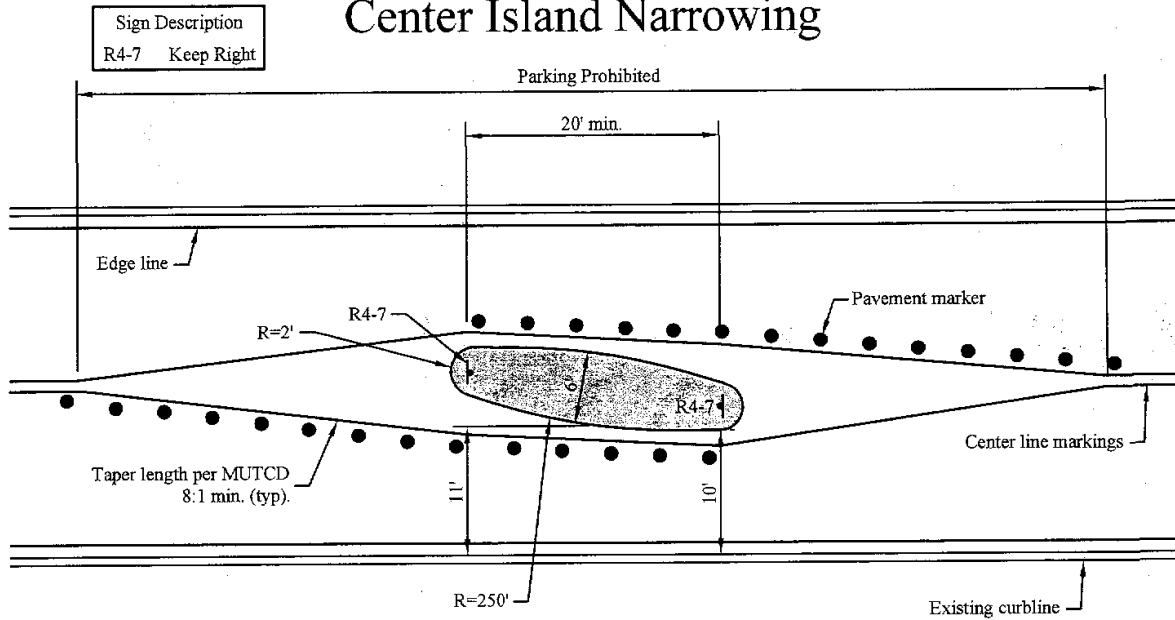
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

BULBOUT
(MIDBLOCK TREATMENT)
10-2

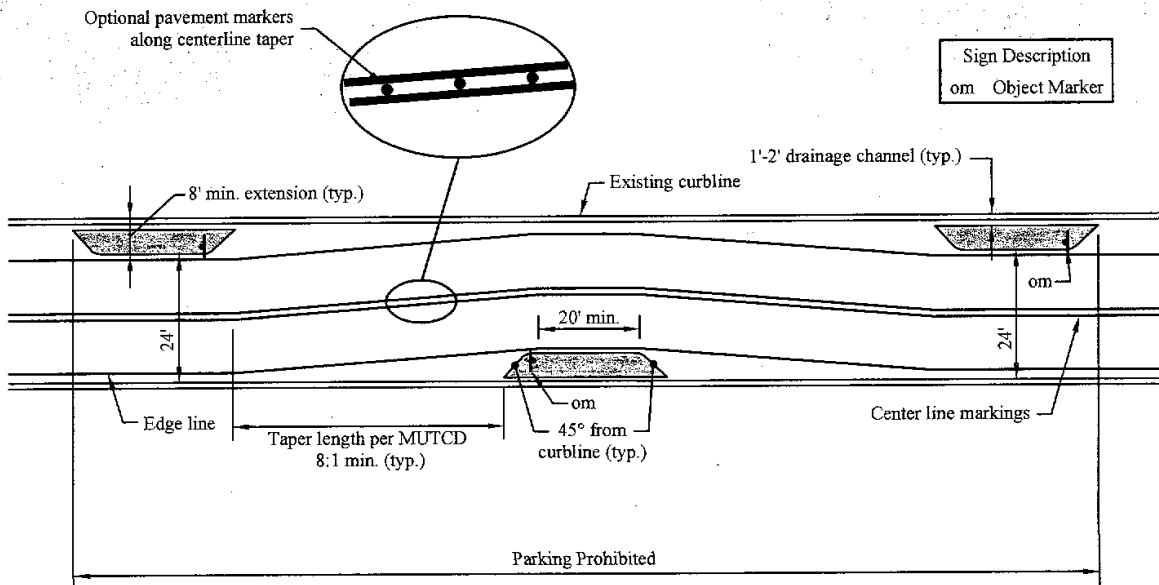
Approved By <u>R. A. SHUBERT</u>	Checked By <u>H. M. E.</u>
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Center Island Narrowing



Chicane



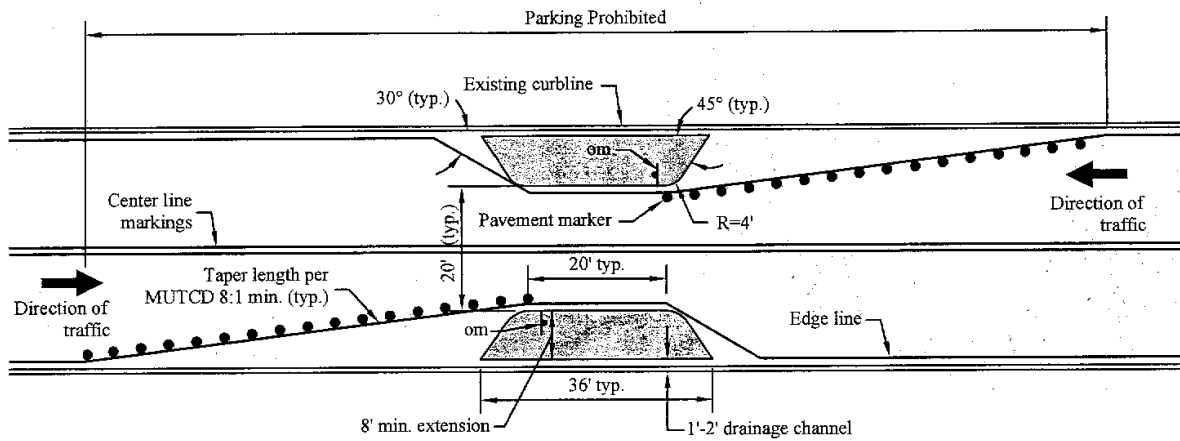
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DESIGN STANDARDS
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CENTER ISLAND
NARROWING AND CHICANE
10-3

Approved By R. A. SHUBERT
Date JUNE 03, 2008
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CHOKER



Sign Description
om = Object Marker



TITLE 19 - SUBDIVISION ORDINANCE
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CHOKER

10-4

Approved By R. A. SHUBERT
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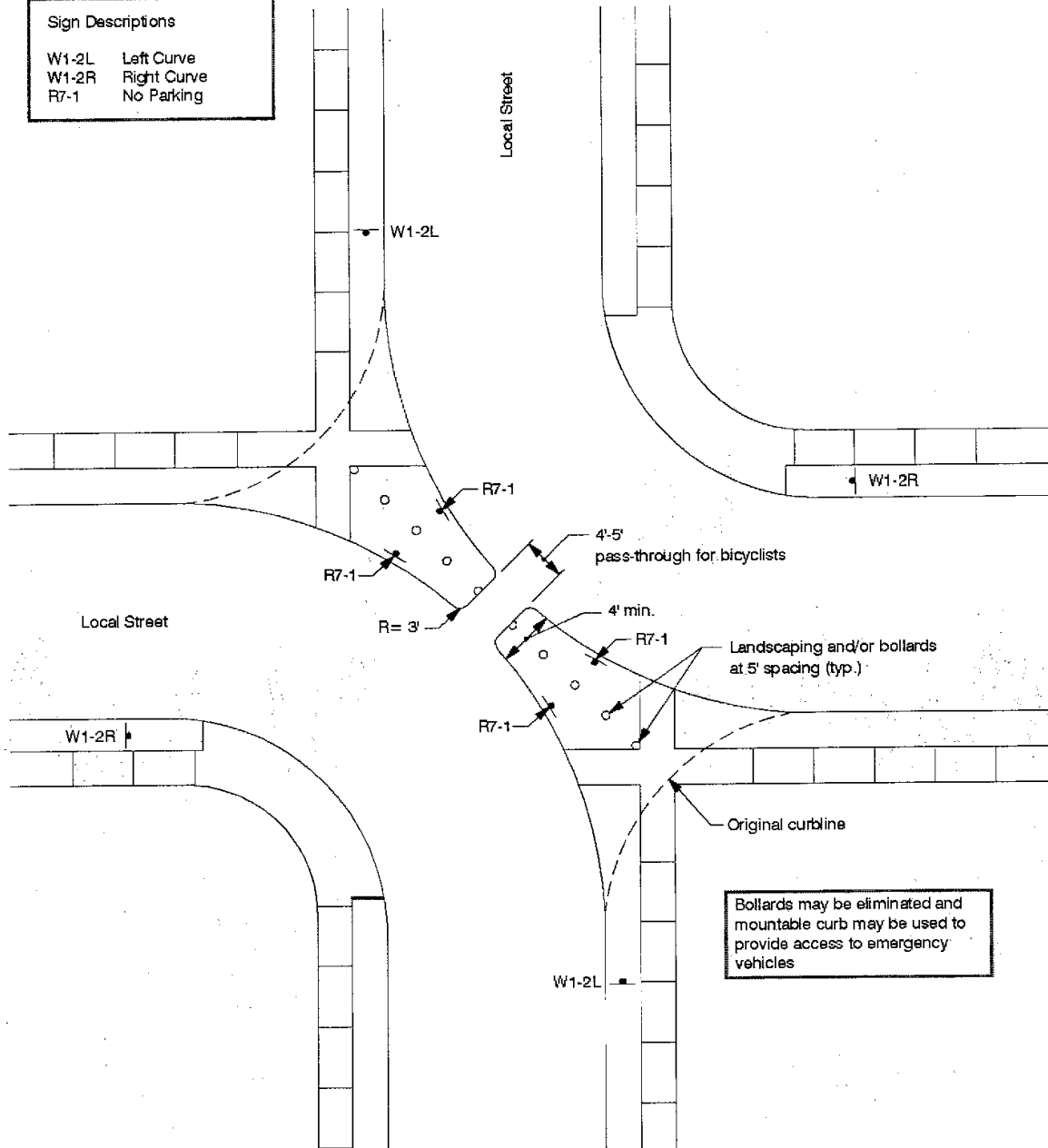
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Diagonal Diverter

Sign Descriptions

W1-2L Left Curve
W1-2R Right Curve
R7-1 No Parking



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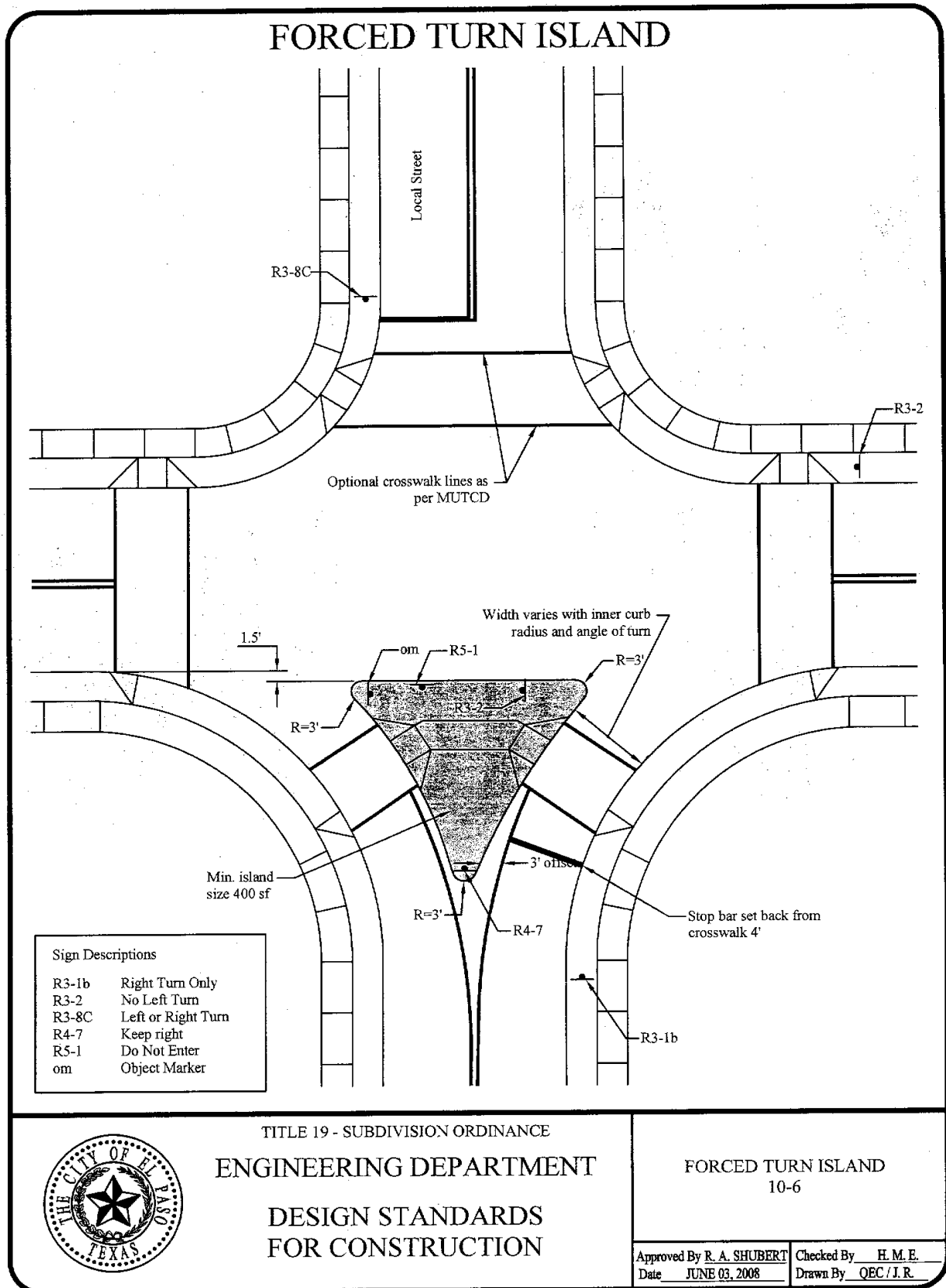
DIAGONAL DIVERTER

10-5

Approved By R. A. SHUBERT Checked By H. M. E.
Date JUNE 03, 2008 Drawn By OEC/J. R.

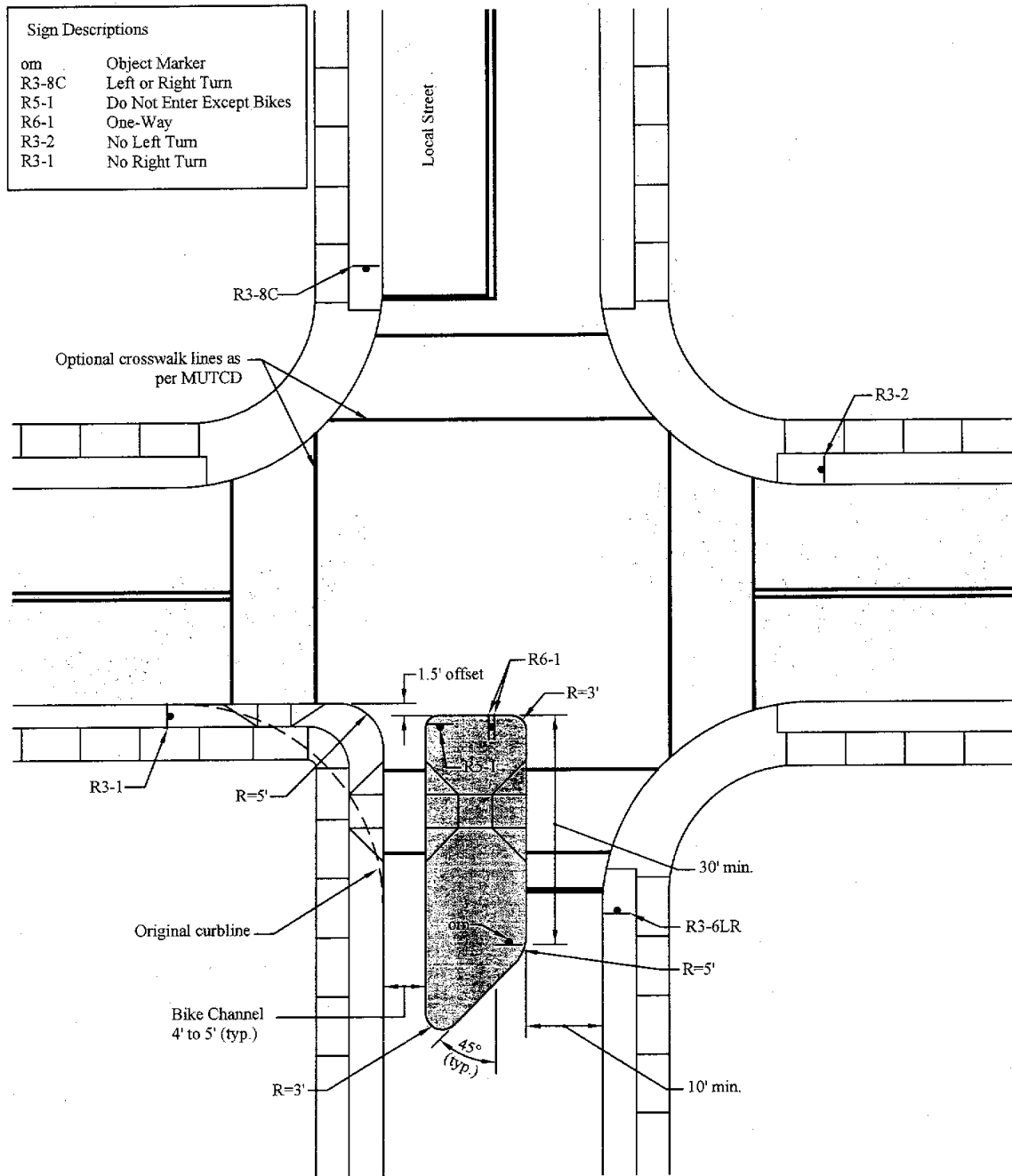
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FORCED TURN ISLAND



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HALF CLOSURE



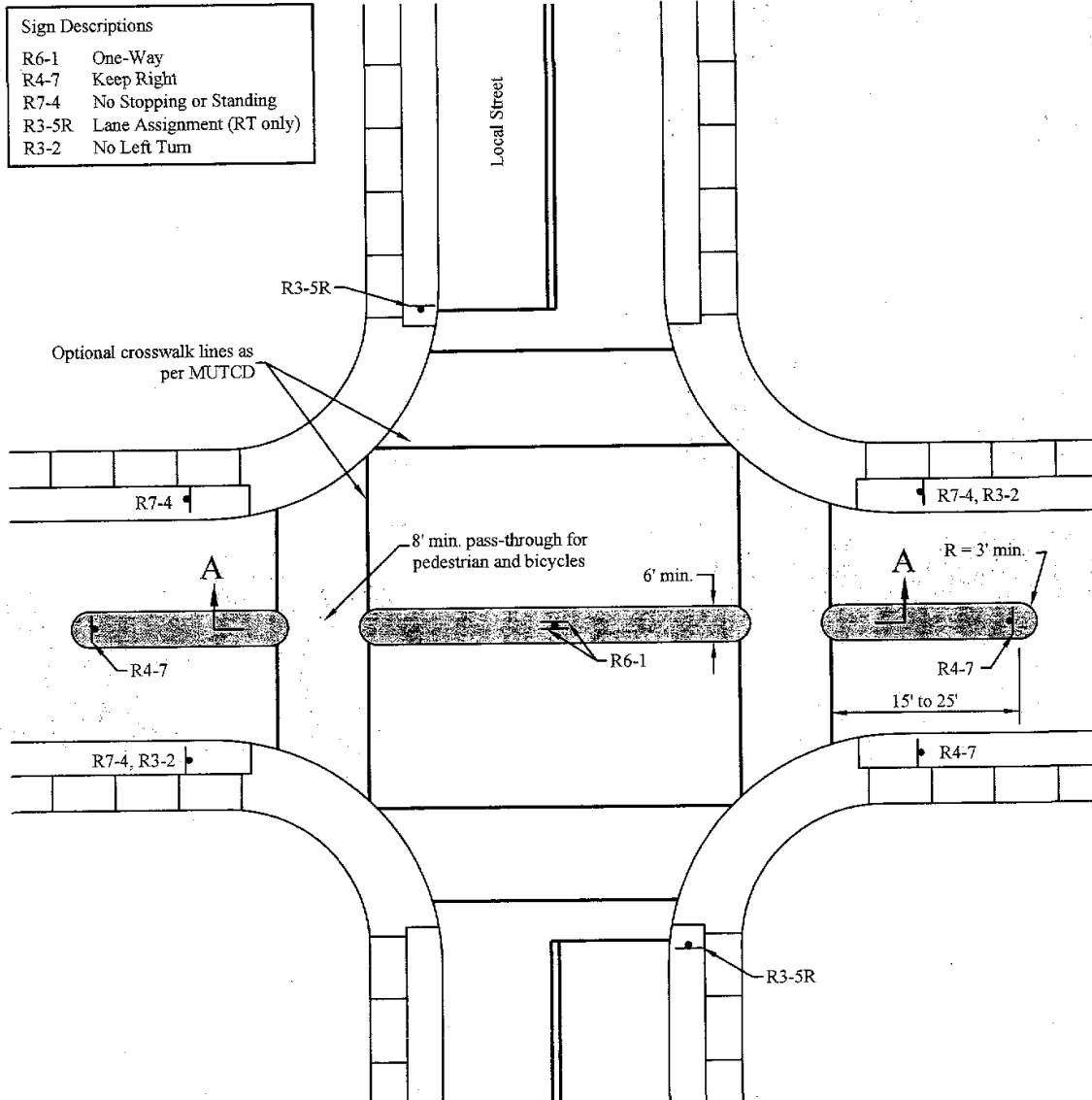
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 ENGINEERING DEPARTMENT
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 FOR CONSTRUCTION

HALF CLOSURE
 10-7

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Median Barrier



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ENGINEERING DEPARTMENT
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FOR CONSTRUCTION

MEDIAN BARRIER
10-8

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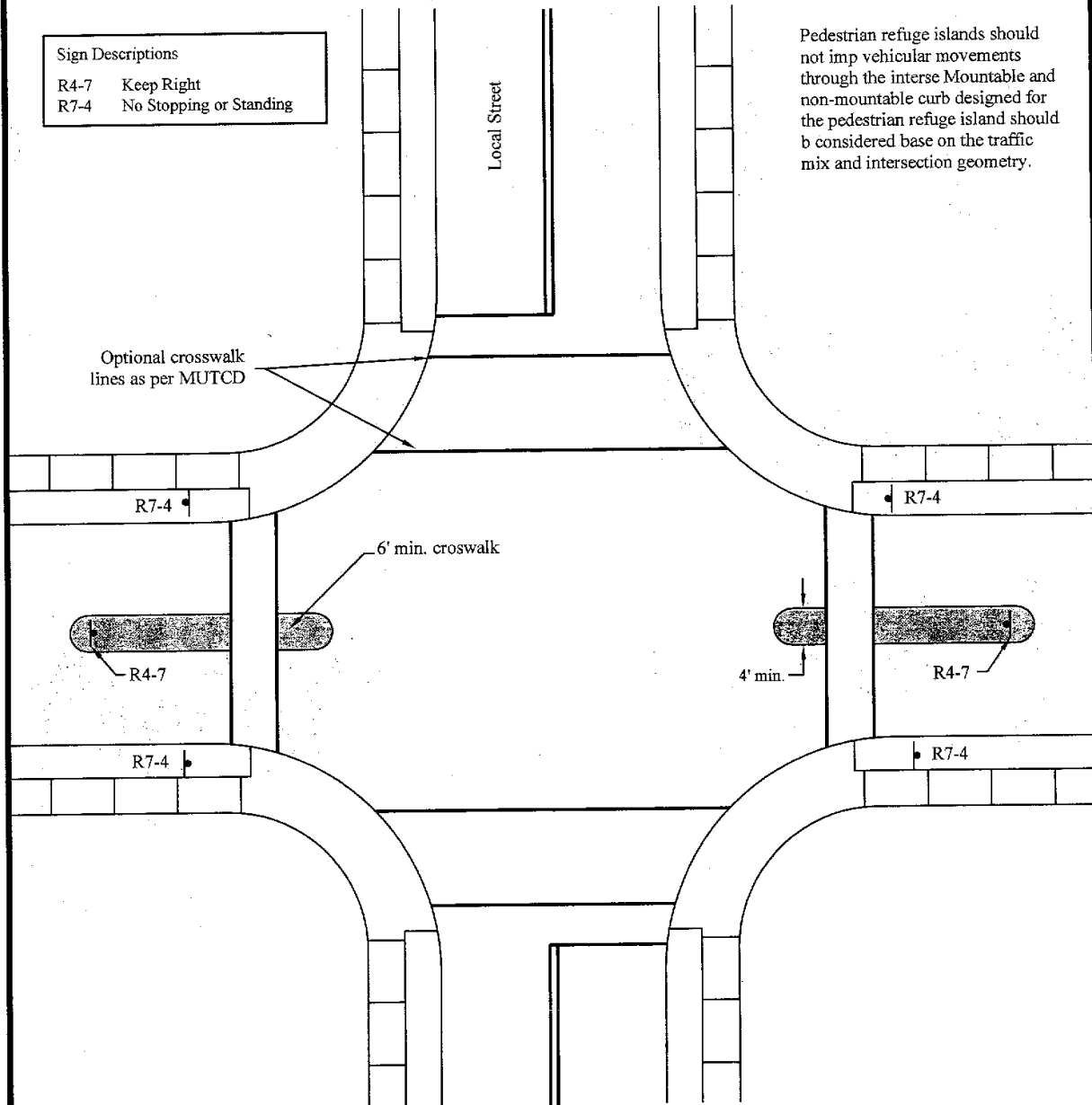
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Pedestrian Refuge Island

Sign Descriptions

R4-7 Keep Right
R7-4 No Stopping or Standing

Pedestrian refuge islands should not imp vehicular movements through the intersection. Mountable and non-mountable curb designed for the pedestrian refuge island should be considered base on the traffic mix and intersection geometry.



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ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

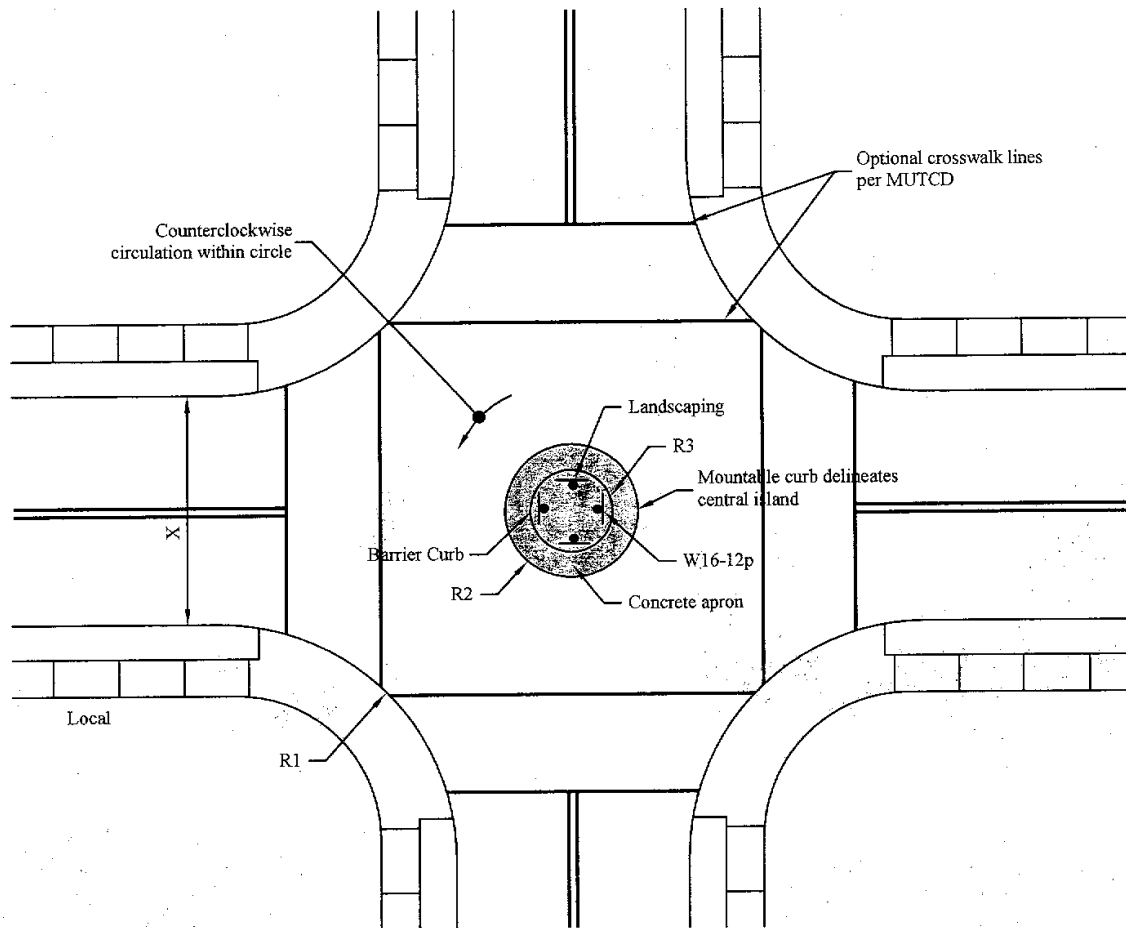
PEDESTRIAN REFUGE
ISLAND
10-9

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
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Traffic Circle



Sign Descriptions

W16-12p Traffic Circle

NOTE:

1. Assumes equal street widths; For unequal street widths, use Autoturn to ensure adequate turning radii for the desired design vehicle.

For The Street Width	Use This Curb Radius		
X	R1	R2	R3
34'	20'	20'	8'
	25'	24'	8'
32'	15'	12'	7'
	20'	18'	7'
	25'	20'	7'
30'	15'	11'	6'
	20'	15'	6'
	25'	16'	6'



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

TRAFFIC CIRCLE
10-10

Approved By R. A. SHUBERT
Date JUNE 03, 2008

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Drawn By QEC/J.R.

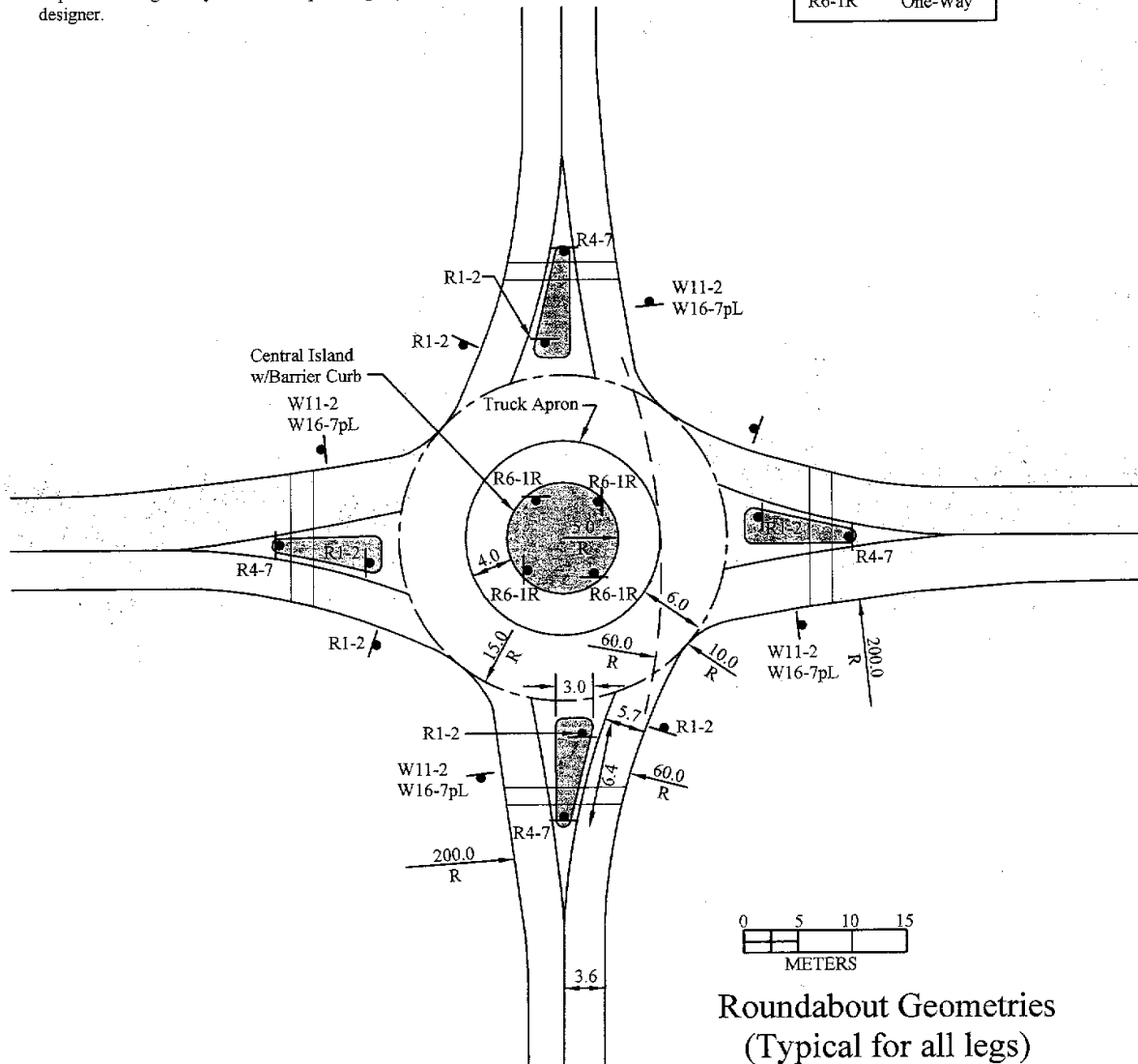
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ROUNDBABOUT

This figure illustrates the minimum roundabout configuration for a 90 degree intersection of two roadways with one lane in each direction. It is designed to accommodate a WB-15 design vehicle, or automobile traffic at a 25 mph speed. This is only an example and not a recommended design. Each intersection requires thorough analysis and a unique design by a roundabout designer.

Sign Descriptions

R1-2	Yield
W11-2	Pedestrian
W16-7pL	Arrow
R4-7	Keep Right
R6-1R	One-Way



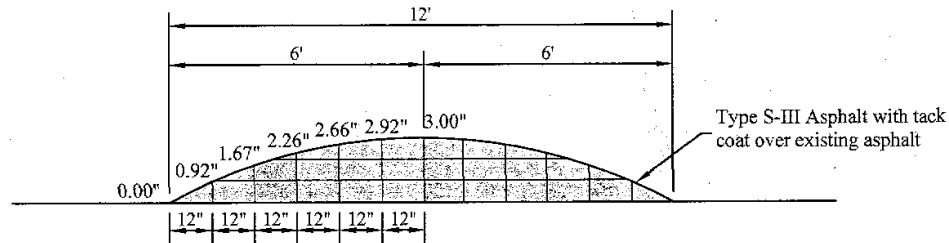
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ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

ROUNDBABOUT
10-11

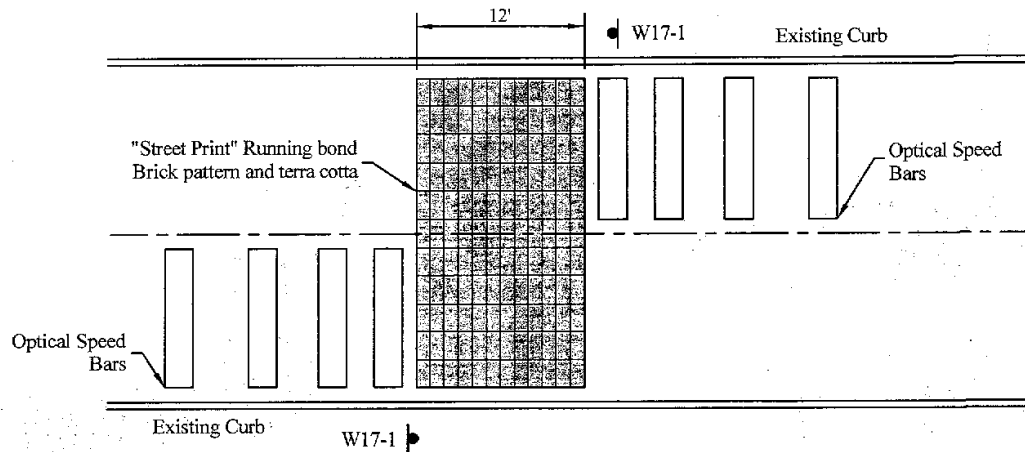
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[BACK TO TITLE INDEX PAGE](#)

Speed Hump

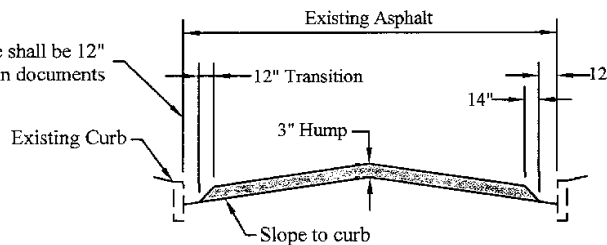


Driving Profile



Plan View

Note: Undisturbed clearance for drainage shall be 12" unless otherwise noted in construction documents



Typical Section



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

SPEED HUMP
10-12

Approved By <u>R. A. SHUBERT</u>	Checked By <u>H. M. E.</u>
Date <u>JUNE 03, 2008</u>	Drawn By <u>QEC / J. R.</u>

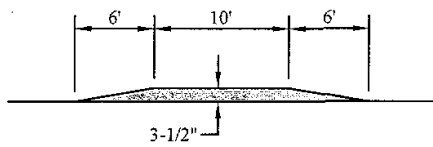
Checked By H. M. E.

Date JUNE 03, 2008

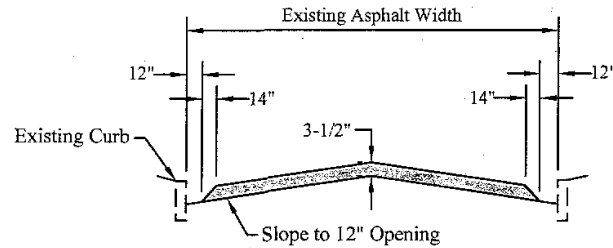
Drawn By QEC / J. R.

BACK TO TITLE INDEX PAGE

Speed Table

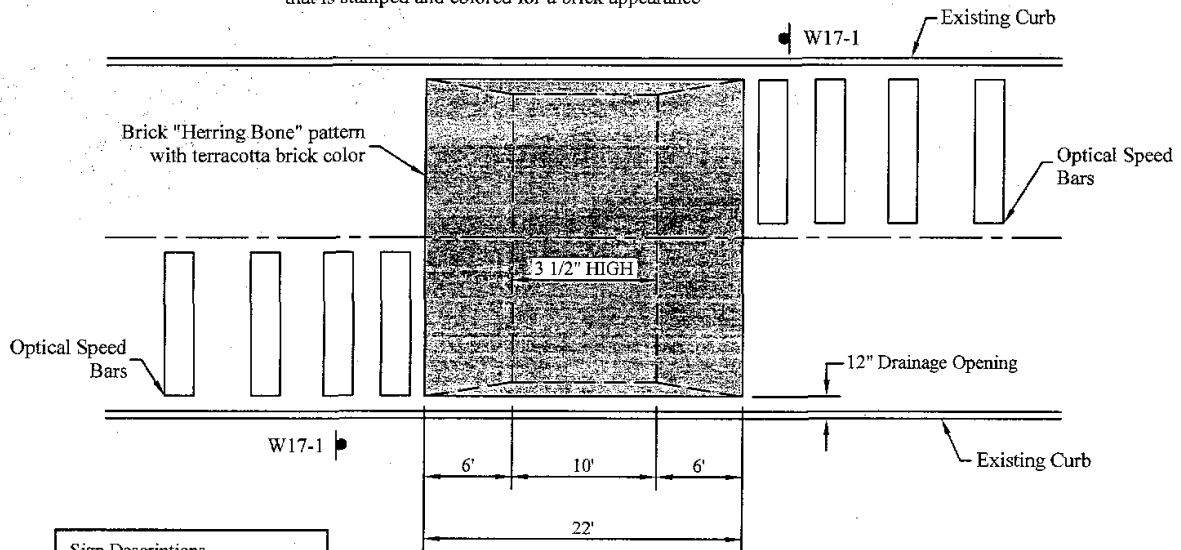


Driving Profile



Typical Section

The speed table is made with "Street Print", asphalt that is stamped and colored for a brick appearance



Plan View

Sign Descriptions	
W17-1	Speed Hump



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

SPEED TABLE
10-13

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC / J. R.



Street Design Manual



Legislation Text

File #: 22-410, 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, Joaquin Rodriguez, (915) 328-8731

AGENDA LANGUAGE:

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

An Ordinance amending the 2025 proposed thoroughfare system, as incorporated into "Plan El Paso" to add context area classifications to all included thoroughfares and to make minor changes to the thoroughfare system based on existing conditions and development patterns.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: April 12, 2022

PUBLIC HEARING DATE: April 26, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Joaquin Rodriguez, 915-328-8731

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 3 – Promote the Visual Image of El Paso

SUBGOAL: 3.2 - Set one standard for infrastructure across the city

SUBJECT:

APPROVE an ordinance amending the 2025 proposed thoroughfare system, as incorporated into "Plan El Paso" to add context area classifications to all included thoroughfares and to make minor changes to the thoroughfare system based on existing conditions and development patterns.

BACKGROUND / DISCUSSION:

The proposed amended thoroughfare plan establishes Rural, Drivable Suburban, and Compact Urban context areas. These context areas are a necessary component of the proposed Street Design Manual which relies on context area classifications to build cross sections based on contextual guidance. Minor modifications are also proposed to the existing thoroughfare network to align certain thoroughfares with existing roadways; realign certain proposed thoroughfares to reflect existing conditions, topographical constraints and current development patterns; and to delete proposed thoroughfares from the area commonly known as "Lost Dog" recently rezoned as Natural Open Space.

PRIOR COUNCIL ACTION:

City Plan Commission Recommendation – Dec 2, 2021: Approval (7-0)

AMOUNT AND SOURCE OF FUNDING:

N/A

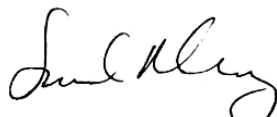
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? XXX YES ___ NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT: Planning & Inspections

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



(Sam Rodriguez, P.E.)

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2025 PROPOSED THOROUGHFARE SYSTEM, AS INCORPORATED INTO PLAN EL PASO, TO ADD CONTEXT AREA CLASSIFICATIONS TO ALL INCLUDED THOROUGHFARES AND TO MAKE MINOR CHANGES TO THE THOROUGHFARE SYSTEM BASED ON EXISTING CONDITIONS AND DEVELOPMENT PATTERNS.

WHEREAS, *Plan El Paso* was formally adopted by the City Council on March 6, 2012, pursuant to the provisions of Section 213.002 of the Texas Local Government Code as the Comprehensive Plan for the City; and

WHEREAS, the Comprehensive Plan serves as a general guide for the future growth and development of the City to promote public health, safety and welfare; and

WHEREAS, the 2025 Proposed Thoroughfare System map is contained within the City's Comprehensive Plan and contemplates all proposed arterials; and

WHEREAS, a well-planned transportation system, including any and all proposed arterials, is a key element for improving the quality of life, by balancing neighborhood concerns with provision of access for commerce and mobility for personal travel; and

WHEREAS, the adoption of the Comprehensive Plan was based on the recommendations of the Comprehensive Plan Advisory Committee following numerous public meetings and working sessions; and

WHEREAS, the City Plan Commission has recommended the adoption of the change to the 2025 Proposed Thoroughfare System map as herein enumerated; and

WHEREAS, the City Council finds that the adoption of *Plan El Paso* and its changes to the thoroughfare alignments as herein enumerated will have no negative impact upon the public health, safety, and general welfare of the City.

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

That the 2025 Proposed Thoroughfare System, as incorporated in *Plan El Paso*, is herein amended as described below and as more particularly shown in the attached and incorporated Exhibit "A":

- Add one of the following context area designations to each and every thoroughfare:
 - Rural;
 - Drivable Suburban; and
 - Compact Urban;
- Align certain proposed thoroughfares with existing roadways;

- Realign certain proposed thoroughfares to reflect existing conditions, topographical constraints and current development patterns; and
- Delete proposed thoroughfares from the area rezoned as Natural Open Space by Ordinance # 019247, commonly known as “Lost Dog”.

PASSED AND APPROVED this _____ day of _____, 20__.

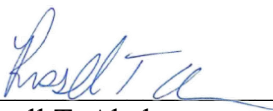
THE CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



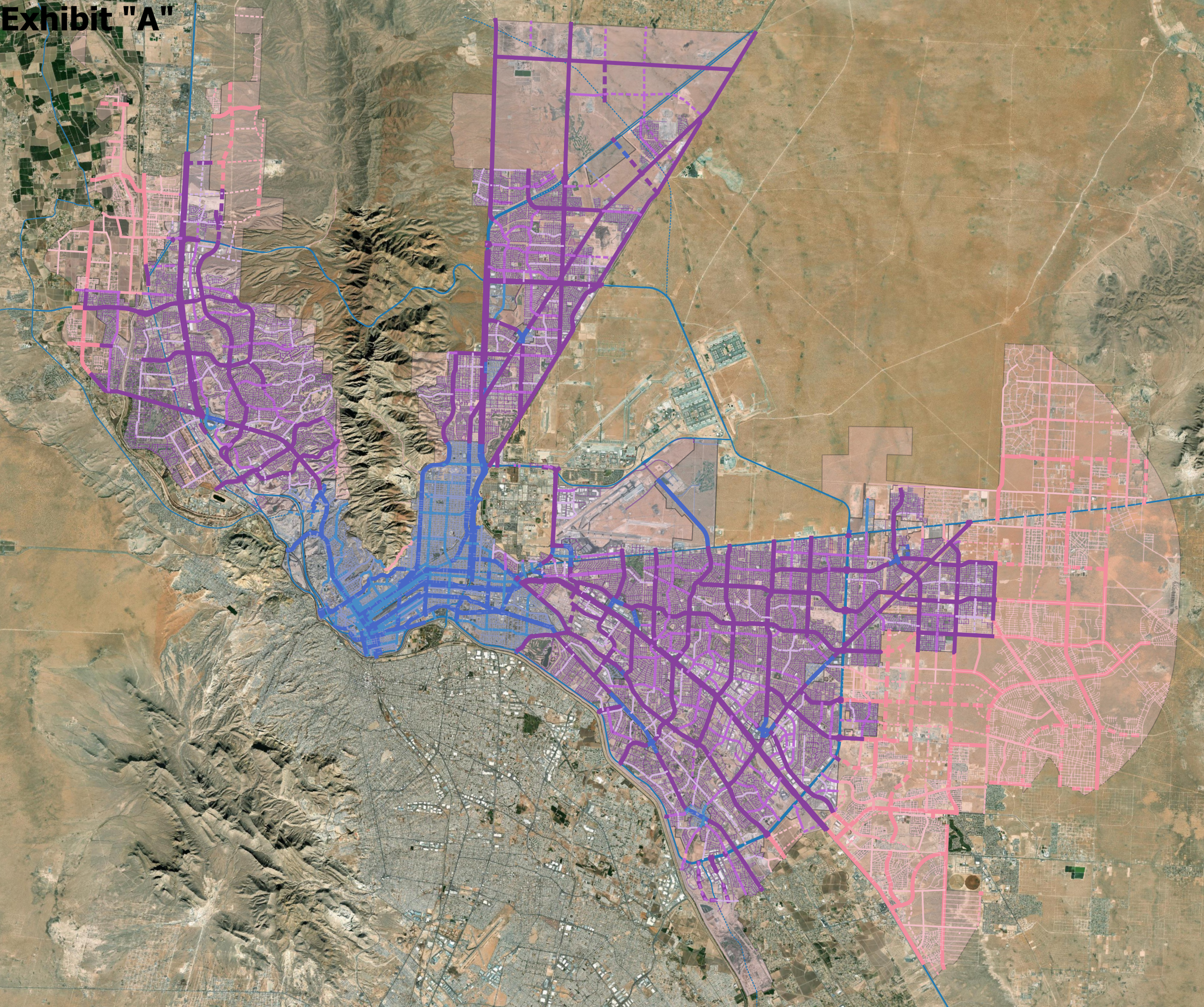
Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E.
City Engineer

ORDINANCE NO. _____



2025 Major Thoroughfare Plan

Drivable Suburban Thoroughfares

- MAJOR ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL

Drivable Suburban Thoroughfares (Proposed)

- MAJOR ARTERIAL (PROPOSED)
- MINOR ARTERIAL (PROPOSED)
- COLLECTOR (PROPOSED)

Compact Urban Thoroughfares

- MAJOR ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL

Compact Urban Thoroughfares (Proposed)

- MAJOR ARTERIAL (PROPOSED)
- MINOR ARTERIAL (PROPOSED)
- COLLECTOR (PROPOSED)

Rural Thoroughfares

- MAJOR ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL

Rural Thoroughfares (Proposed)

- MAJOR ARTERIAL (PROPOSED)
- MINOR ARTERIAL (PROPOSED)
- COLLECTOR (PROPOSED)

Freeways/Interstates/Super Arterials

- Freeways/Interstates/Super Arterials
- Freeways/Interstates/Super Arterials (Proposed)

Context Areas

- DRIVABLE SUBURBAN
- COMPACT URBAN
- RURAL



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-412, 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.

An Ordinance amending Ordinance 011469 merging the membership of the Foster Grandparent Program Advisory Council and the Retired and Senior Volunteer Program Advisory Council into the AmeriCorps Seniors Advisory Council.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: Community + Human Development

AGENDA DATE: 4/12/22

PUBLIC HEARING DATE: 4/26/22

CONTACT PERSON/PHONE: Nicole Ferrini, Director 915-212-1659

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL 8: Nurture and Promote a Healthy, Sustainable Community

SUBJECT:

Discussion and action on an Ordinance Amending Ordinance 0011469 Merging the Membership of the Foster Grandparent Program Advisory Council and the Retired and Senior Volunteer Program Advisory Council into the AmeriCorps Seniors Advisory Council

BACKGROUND / DISCUSSION:

On February 11, 2020 a majority vote of quorum was taken and majority ruled to merge both RSVP and FGP councils. The two boards wishes to codify the merger via ordinance.

PRIOR COUNCIL ACTION:

Foster Grandparent's Program (FGP) Advisory Council and the Retired and Senior Volunteer Program (RSVP) Advisory Council were both codified by Ordinance 011469 on July 20, 1993

AMOUNT AND SOURCE OF FUNDING:

N/A


BOARD / COMMISSION ACTION:

N/A

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD:



APPROVED FOR AGENDA:

CITY MANAGER: _____

DATE: _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE 011469 MERGING THE MEMBERSHIP OF THE FOSTER GRANDPARENT'S PROGRAM ADVISORY COUNCIL AND THE RETIRED AND SENIOR VOLUNTEER PROGRAM ADVISORY COUNCIL INTO THE AMERICORPS SENIORS ADVISORY COUNCIL OF THE CITY OF EL PASO.

WHEREAS, membership to the Foster Grandparent's Program (FGP) Advisory Council and the Retired and Senior Volunteer Program (RSVP) Advisory Council were both codified by Ordinance 011469 on July 20, 1993; and

WHEREAS, during the February 11, 2020 regular meeting of the RSVP and FGP, the merger of the two advisory councils into the AmeriCorps Seniors Advisory Council was finalized by the approval of amended bylaws by the members of the two entities; and

WHEREAS, the boards wish to codify this merger, via Ordinance, reflecting how the AmeriCorps Seniors Advisory Council will operate moving forward.

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

1. The Foster Grandparent's Program (FGP) Advisory Council and the Retired and Senior Volunteer Program (RSVP) Advisory Council will now be known as the AmeriCorps Seniors Advisory Council as authorized by the City of El Paso and CFR 2553.24.
2. The AmeriCorps Seniors Advisory Council will be regulated by the bylaws approved in February 2020, as may be amended in accordance with Article VII of the bylaws, attached to this Ordinance as Exhibit A.
3. The AmeriCorps Seniors Advisory Council will have 19 members consisting of 9 members (1 per District, 1 from the Mayor) with the remaining 10 members to be selected by the advisory council as at larger members.
4. This Ordinance shall take effect and be in full force from and after its passage and approval.
5. Except as herein amended, Ordinance 011469 shall remain in full force and effect.

PASSED AND ADOPTED this _____ day of _____, 20__.

THE CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:


Laura Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Nicole Ferrini, Director
Community & Human Development

EXHIBIT A

AmeriCorps Seniors Advisory Council

COUNCIL BYLAWS

(Amended – February 2020)

SENIOR CORPS

ADVISORY COUNCIL BYLAWS

ARTICLE I - AUTHORITY

The Advisory Council of the Retired and Senior Volunteer Program (RSVP)/Foster Grandparents Program (FGP) also known as Senior Corps of the City of El Paso is authorized by the City of El Paso and CFR 2553.24.

ARTICLE II - PURPOSE

The purpose of the Advisory Council shall be to advise and assist the Project Sponsor (i.e., the City of El Paso) and Senior Corps staff. The offices of Senior Corps are located at 801 Texas Ave. 3rd Fl.; El Paso, TX 79901-1503

ARTICLE III - ROLE AND FUNCTION

The Advisory Council is tasked with the following:

- a. Provides advice and support to the project supervisor in the formulation of local policy, planning and the development of operational procedures and practice, consistent with program policies;
- b. Assists the sponsor by promoting community support for the project; advises on actions affecting volunteers; and assists in developing local financial and in-kind resources;
- c. Assist in engaging seniors and knowledgeable about human and social needs of the community; and knowledge of, the range of abilities of older adults and of a diverse composition that reflect the El Paso service area. Assists in additional programming to provide feedback to the City of El Paso when necessary.
- d. Conducts an annual appraisal of project operation and submits a report to the sponsor, which shall be attached to the continuation grant application. The appraisal should be completed so that results of the appraisal may be utilized in preparing the continuation grant application. Advisory Council will include project goals and objectives being met on schedule;
- e. Provides information and advice to Sponsor and project staff on strategies to utilize Senior Corps volunteers most effectively;
- f. Furnishes advice and support on coordination with volunteer stations;
- g. Promotes constructive relationships with key individuals and agencies in the community;

- h. Helps plan, implement, and participate in Senior Corps recognition events;
- i. Assists in the final review of continuation grant applications and assists in the development of the section relating to Advisory Council's goals;
- j. Provides ideas or contacts for development of volunteer stations;
- k. Advises on recruitment of hard-to-reach prospective volunteers.
- l. Assist with fund raising efforts to assist the program to continue recognition events.
- m. Review by-laws on an annual basis.

ARTICLE IV - MEMBERSHIP

Section 1 - Number and Qualifications:

The Senior Corps Advisory Council shall consist of nineteen (19) members. Composition of the membership shall be as follows:

The Mayor or his designee shall appoint a member to the advisory council.	(1)
Each City Representative shall appoint a member to the advisory council.	(8)
Ten members shall be selected by the advisory council as at large members.	(10)
Total:	(19)

At least five of the members shall be persons aged 55 or over. Members should be representative of a cross-section of the community: community and business leaders, representatives of non-profit corporations and public agencies. Project staff may not be members or officers of the Advisory Council.

Section 2 - Tenure:

Each member of the Senior Corps Advisory Council shall serve a lifetime term. Each member appointed to the Advisory Council shall serve a lifetime term. When members feel the need to end their service as Advisory Council members, they will notify the office of Senior Corps. A replacement appointee shall be made according to the same process by which the member was appointed. All current advisory council members are grandfathered in with this change to the by-laws. For advisory council members

appointed by the Mayor or City Representatives, their term will conclude if the Mayor or City Representative elects to appoint a new individual. If there are openings in the at-large section, member may choose to remain, with the approval of a major vote of the advisory council.

Section 3 - Absence from Meetings:

If a member is absent from three consecutive meetings without notification to Senior Corps staff and advisory council, the Advisory Council members shall decide if there is cause for removal. If the member is dismissed, such member shall not be eligible for reappointment.

The Advisory Council may waive this attendance requirement where it determines extenuating circumstances provide a reasonable excuse for such member's absence.

Section 4 - Quorum:

In order to constitute a quorum, half of the total number of advisory council members plus one (1) shall constitute a quorum for the purpose of holding meetings

The act of the majority of those present shall determine any matter brought before the advisory council

Section 5 - Meeting:

The advisory council shall meet at least 6 times a year and as needed to meet the needs of the program.

ARTICLE V - OFFICERS

Section 1 - Officers:

The Advisory Council officers shall be a Chairman and Vice-Chairman elected at the annual election that will be held in June or July of each year.

Section 2 - Term:

Elected officers (Chair and Vice-Chair) shall serve for a term of one year. In the event the office of Chairman or Vice-Chairman becomes vacant during the term, such vacancy shall be filled by having the advisory council select a new Chair or Vice-Chair except as stipulated under Article V, Section 3b.

Section 3 - Duties

a. Chairman - Shall preside at all meetings of the Advisory Council; appoint committee chairs as needed; call special meetings; be an ex-officio member of all committees; and

assume other duties usually pertaining to the office.

b. Vice-Chairman - Shall supervise and coordinate the activities of the committee chair and shall be responsible for securing from each an annual report. In the absence of the Chairman, the Vice-Chairman shall assume the duties of the Chairman; when a vacancy occurs in the office of the Chairman, the Vice-Chairman shall become the Chairman.

ARTICLE VI - COMMITTEES

The Chairman shall appoint such committees as shall be deemed necessary. Membership of the committees and designation of chairpersons shall be as determined by the Chairman. Committees may include, but shall not be limited to, Public Relations, Recognition, Evaluation, Nominating, Fund-Raising, and Bylaws. Committees shall meet as frequently as needed.

ARTICLE VII - AMENDMENT

These by-laws may be amended by majority vote of a quorum present at an advisory council meeting. Proposed changes shall be submitted in writing to each member at least fourteen (14) days prior to the meeting at which it is to be presented for consideration.



Legislation Text

File #: 22-403, 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

Municipal Courts, Lilia Worrell, (915) 212-5822

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218

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 2022-0007R Collection Services for Delinquent Fines and Fees - Municipal Court 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:

No contract variance

Department:	Municipal Court
Award to:	Delgado Acosta Spencer Linebarger & Perez, LLP El Paso, TX
Item(s):	All
Annual Estimated Award:	\$949,008.95
Initial Term:	\$3,796,035.80 (4 years)
Option to Extend:	\$2,847,026.85 (3 years)
Total Estimated Award:	\$6,643,062.65 (7 years)
Account No.:	111-1000-11030-203400
Funding Source:	Collection Agency Payable
Districts(s):	All

This is a Request for Proposal (RFP), service contract.

The Purchasing & Strategic Sourcing and Municipal Court Departments recommend award as indicated to

Delgado Acosta Spencer Linebarger & Perez, LLP, the sole 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.

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: April 12, 2022
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Lilia Worrell, Director of El Paso Municipal Court, (915) 212-5822
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212-1218

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 2022-0007R Collection Services for Delinquent Fines and Fees – Municipal Court 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.

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:

Solicitation was advertised on November 30, 2021 and December 7, 2021. The solicitation was posted on City website on November 30, 2021. The email (Purmail) notification was sent out on December 2, 2021. There were a total twenty (20) viewers online; one (1) proposal was received; one (1) from a local vendor. An Inadequate Competition Survey was conducted.

CONTRACT VARIANCE:

N/A

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

2022-0007R Collection Services for Delinquent Fines and Fees

Revised 2/23/2022-V2 – Previous Versions Obsolete

AMOUNT AND SOURCE OF FUNDING:

Amount: \$6,643,062.65

Funding Source: Collection Agency Payable

Account: 111-1000-11030-203400


HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: The Municipal Court

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



Lilia Worrell – Director of El Paso Municipal Court

**COUNCIL PROJECT FORM
(REQUEST FOR PROPOSAL)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **REGULAR** agenda for the Council Meeting of **APRIL 12, 2022**.

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 experience.

Award Summary:

Discussion and action on the award of solicitation 2022-0007R Collection Services for Delinquent Fines and Fees – Municipal Court 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:

No contract variance

Department:	Municipal Court
Award to:	Delgado Acosta Spencer Linebarger & Perez, LLP El Paso, TX
Item(s):	All
Annual Estimated Award:	\$949,008.95
Initial Term:	\$3,796,035.80 (4 years)
Option to Extend:	\$2,847,026.85 (3 years)
Total Estimated Award:	\$6,643,062.65 (7 years)
Account No.:	111-1000-11030-203400
Funding Source:	Collection Agency Payable
Districts(s):	All

This is a Request for Proposal (RFP), service contract.

The Purchasing & Strategic Sourcing and Municipal Court Departments recommend award as indicated to Delgado Acosta Spencer Linebarger & Perez, LLP, the sole 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.

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.

*******ADDITIONAL INFO BELOW*******

CITY OF EL PASO RFP SCORESHEET

PROJECT: 2022-0007R Collection Services for delinquent fines and fees

Delgado Acosta Spencer
Linebarger & Perez, LLP
El Paso, TX

MAX POINTS

Factor A - Proposed Minimum Recovery Rate

35

31.50

Factor B - Experience – Comparable Contracts

10

10.00

Factor C - References

10

2.99

Factor D – Employee Medical Benefit and Incentives

10

2.00

Factor E - Penalty Fee Proposal

35

33.00

TOTAL SCORE

100

79.49

Rank

1




Solicitation #: 2022-0007R

Project Name: Collection Services for Delinquent Fines and Fees

Department: Municipal Court

BIDDER'S NAME:	LOCATION:	AMENDMENT(S) ACKNOWLEDGED:
Delgado Acosta Spencer Linebarger & Perez, LLP	El Paso, TX	Yes
RFPs SOLICITED: 7 LOCAL RFPs SOLICITED: 1 RFPs RECEIVED: 1 LOCAL RFPs RECEIVED: 1 NO BIDS: 0		

NOTE: The information contained in this RFP tabulation is for information only and does not constitute actual award/execution of contract.

Approved: 
Date: 2/8/2022

2022-0007R Collection Services for Delinquent Fines and Fees

Bidders list
2022-0007R Collection Services for Delinquent Fines and Fees

1465742128600 / 512134
Agility Net LLC
12005 Ford Rd Ste 400 Farmers Branch, Tx
75234-7230
CESAR HERENANDEZ

1752435999300 / 56115
Credit Systems International, Inc.
1277 Country Club Ln
Fort Worth, Tx 76112-2304
Darlene Mead

1742013959800 / 84379
Data Search Collection, Inc.
Po Box 461289
San Antonio, Tx 78246-1289
Vice President/Bill San Marco

1822743868800 / 527697
Basocom, LLC
3206 Coronado St
Irving, Tx 75062-4604
Michael Basoco

1752279921600 / 517701
Collectech Diversified Inc
1721 45th St
Lubbock, Tx 79412-1731
Judy Jordan

Delgado, Acosta, Spencer, Linebarger &
Perez, LLP
Attn: Carmen Perez
221 North Kansas St. Suite 1400
El Paso, TX 79901

Advanced Data Processing, Inc.
a Subsidiary of Intermedix Corporation
Attn: Mark SchiowE
480 Bedford Rd, Building 600 2nd Floor
Chappaqua, NY 10514



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-397, 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

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.

Discussion and action on a Resolution for City Council to approve the revisions to the Neighborhood Traffic Management Program as shown in Exhibit "A" of the Resolution.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: April 12, 2022
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Richard J. Bristol, (915) 212-7000

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 7 – Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: 7.5 – Set one standard for infrastructure across the city

SUBJECT:

A resolution for City Council to approve the revisions to the Neighborhood Traffic Management Program as shown in the Exhibit "A".

BACKGROUND / DISCUSSION:

During a November 23, 2021 Regular City Council meeting, staff was directed to review current qualifications and process for speed cushions under the Neighborhood Traffic Management Program (NTMP).

PRIOR COUNCIL ACTION:

March 25, 2008 – Adopted NTMP
August 17, 2010 – Approved addition of placement guidelines and removal process
July 10, 2018 – Accepted staff recommendations to revise NTMP
September 17, 2018 – Approved revised NTMP Guidebook
November 23, 2021 – City Council directs staff to review NTMP requirements

AMOUNT AND SOURCE OF FUNDING:

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Streets and Maintenance

SECONDARY DEPARTMENT: N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

WHEREAS, on March 25, 2008, the City Council adopted the Neighborhood Traffic Management Program (NTMP) as the policy concerning the management of traffic within neighborhoods; and

WHEREAS, on September 17, 2018, City Council approved a revised Neighborhood Traffic Management Program; and

WHEREAS, the Streets and Maintenance Department, after presentation to City Council, wishes to make further revisions to the Neighborhood Traffic Management Program and seeks Council's approval of the proposed revisions.

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

That the City Council hereby approves the revisions to the Neighborhood Traffic Management Program as shown in the Exhibit "A" attached to this Resolution and directs staff to make the revisions as shown in Exhibit "A" to the existing Neighborhood Traffic Management Program.

APPROVED THIS _____ DAY OF _____, 2022.

THE CITY OF EL PASO:

Oscar Leaser, Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Roberta Brito
Assistant City Attorney



Richard Bristol, Director
Streets & Maintenance Department

Reference #1: Criteria History – Neighborhood Traffic Management Program (NTMP)

CRITERIA	NTMP Adopted - 2008	NTMP Revised - 2018	NTMP Proposed - 2022
Classification	Residential Local or Collector streets (no arterials)	No Change	No Change
Street Use	Primarily low-density residential dwellings	No Change	Clarify primarily low density residential is single-family housing or duplexes
Travel Lanes	One moving lane of traffic in each direction	No Change	No Change
Speed Limit	30-35 MPH	20-35 MPH	No Change
Petition	66% residential households support from subject street	No Change	51% residential household support from subject street
Volume	1,000 and 7,500 vehicles per day	500 and 7,500 vehicles per day	No Change
Speed	85 th percentile speed meets or exceed 35 MPH	15% of traffic meets or exceeds 5 MPH over speed limit	10% of traffic meets or exceed 5 MPH over speed limit (90 th percentile speed)
Accidents	Number of reported accidents in last 3 years (scorecard points)	Crash rate at least 25% above baseline rate (may substitute for traffic speed criteria)	Remove
Priority	Scorecard ranking system	In order of submittal as qualified for program	No Change
Device Options	Level 1 “Express Non-Physical”; Level 2 “Express Physical”; Level 3 “Neighborhood Management Plan”	Tier 1 (speed cushions, signage, striping); Tier 2 (Capital Projects)	Remove Tier 2 option
Funding Partnership	Cost share between City and residents for “Express” measures (5 MPH over = 100% cost share; 10 MPH over = 0% cost share)	City funding not available – cost for installation (design, materials construction/labor) may be paid 100% by residents	No Change
Removal Process	(Added in 2010)	No Change	No Change



Legislation Text

File #: 22-267, 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, 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 the Southwest ¼ of the Northwest ¼ of Section 16, Block 79, Township 3, Texas and Pacific Railway Company Surveys, 1500 Joe Battle Boulevard, City of El Paso, El Paso County, Texas from R-3 (Residential) to C-3 (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: 1500 Joe Battle Boulevard

Applicant: City of El Paso, PZRZ21-00009

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: March 15, 2022

PUBLIC HEARING DATE: April 12, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Andrew Salloum, (915) 212-1603

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 a portion of the Southwest ¼ of the Northwest ¼ of Section 16, Block 79, Township 3, Texas and Pacific Railway Company Surveys, 1500 Joe Battle Boulevard, City of El Paso, El Paso County, Texas from R-3 (Residential) to C-3 (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: 1500 Joe Battle Boulevard

Applicant: City of El Paso, PZRZ21-00009

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone from R-3 (Residential) to C-3 (Commercial) to allow for commercial development. City Plan Commission recommended 7-0 to approve the proposed rezoning on June 3, 2021. As of February 28, 2022, the Planning Division has received one email 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

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 16, BLOCK 79, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, 1500 JOE BATTLE BOULEVARD, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-3 (COMMERCIAL). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

NOW THEREFORE, BE IT ORDANED 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 a portion of the Southwest 1/4 of the Northwest 1/4 of Section 16, Block 79, Township 3, Texas and Pacific Railway Company Surveys, 1500 Joe Battle Boulevard, 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-3 (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 _____, 2022.

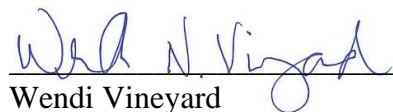
THE CITY OF EL PASO

Oscar Leaser, Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

Property description: A 15.039-acre parcel, being a portion of the Southwest 1/4 of the Northwest 1/4 of Section 16, Block 79, Township 3, Texas and Pacific Railway Company Surveys, El Paso, El Paso County, Texas

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a 15.309-acre parcel, being a portion of the Southwest 1/4 of the Northwest 1/4 of Section 16, Block 79, Township 3, Texas and Pacific Railway Company Surveys, El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

COMMENCING at a city monument at the centerline intersection of Paseo Lago Drive (Paseos Del Sol Unit Two Amending Subdivision, Book 80, Page 6, Plat Records, El Paso County, Texas) and Paseo Grande Street (Paseos Del Sol Unit Two Amending Subdivision) from which a city monument at the centerline P.I. of Paseo Lago Drive bears North 89°59'49" East, a distance of 419.06 feet; Thence, South 0°00'00" East, along the centerline of Paseo Grande Street, a distance of 130.99 feet to the south boundary of Paseos Del Sol Unit Two Amending Subdivision; Thence, South 89°59'39" West, along said boundary, a distance of 651.22 feet to the intersection of the east boundary of Paseos Del Sol Unit Two Amending Subdivision and the south boundary of that certain parcel of land described December 3, 2019, in Clerk's File No. 20190092697, Deed Records, El Paso County, Texas; Thence, South 89°59'39" West, along said south boundary of that certain parcel of land described December 3, 2019, in Clerk's File No. 20190092697, Deed Records, El Paso County, Texas, a distance of 673.15 feet to the common boundary between the easterly boundary of the City of El Paso Limits and the westerly boundary of the El Paso County Limits (City of El Paso Ordinance #16391, July 5, 2006, Clerk's File No. 20060065824, Deed Records, El Paso County, Texas), for the **POINT OF BEGINNING** of this description;

THENCE, South 89°59'39" West, continuing along said south boundary of that certain parcel of land described December 3, 2019, in Clerk's File No. 20190092697, Deed Records, El Paso County, Texas, a distance of 500.05 feet to the east right-of-way of Joe Battle Boulevard (right-of-way varies, January 26, 1973, Book 433, Page 1417, Deed Records, El Paso County, Texas);

THENCE, North 0°37'00" West, along said right-of-way, a distance of 1288.06 feet;

THENCE, North 1°17'00" East, continuing along said right-of-way, a distance of 21.54 feet to the south boundary of Paseos Del Sol Unit One (Book 78, Page 27, Plat Records, El Paso County, Texas);

THENCE, North 89°59'50" East, along said boundary, a distance of 499.78 feet to the common boundary between the easterly boundary of the City of El Paso Limits and the westerly boundary of the El Paso County Limits;

THENCE, South 0°35'49" East, along said boundary, a distance of 1309.56 feet to the **POINT OF BEGINNING** of this description.

Said parcel of land contains 15.039 acres (655,102 square feet) of land more or less.

NOTE: THIS DESCRIPTION IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY.

ROBERT SEIPEL ASSOCIATES, INC.
Professional Land Surveyors
Texas Reg. Surveying Firm 10060500

Mark U. Balansay, R.P.L.S.
Texas License No. 6489

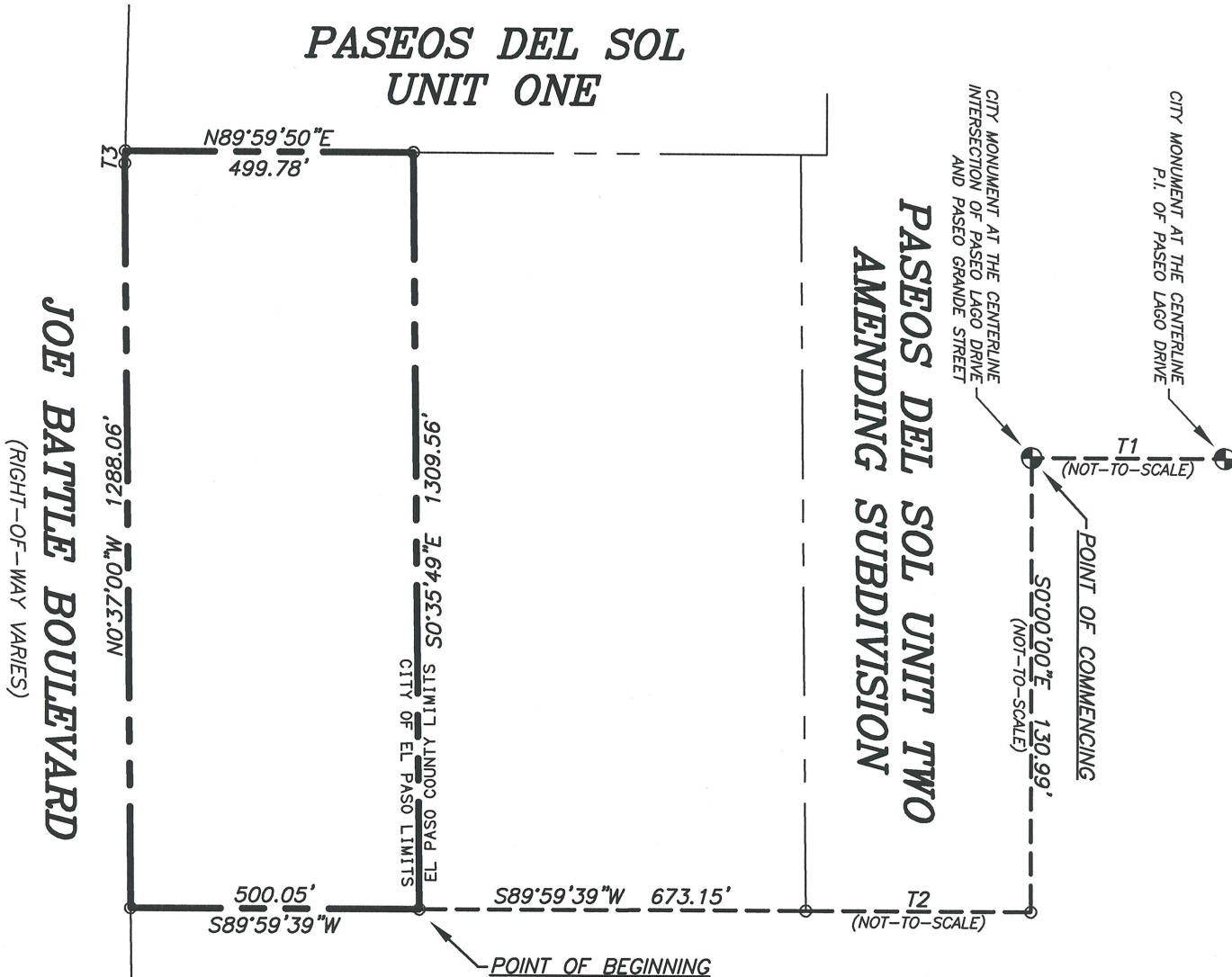
Job Number 19-0025B
December 10, 2021

NOTES:

1. THIS SURVEY IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY. A NARRATIVE METES AND BOUNDS DESCRIPTION OF EVEN DATE HERewith ACCOMPANIES THIS PLAT OF SURVEY.
2. BASIS OF BEARINGS IS THE MONUMENTED CENTERLINE OF PASEO LINDO DRIVE FROM THE PLAT OF PASEOS DEL SOL UNIT ONE RECORDED IN BOOK 78, PAGE 27, PLAT RECORDS, EL PASO COUNTY, TEXAS.
3. PASEO LAGO DRIVE AND PASEO GRANDE STREET ARE FROM THE PLAT OF PASEOS DEL SOL UNIT TWO AMENDING SUBDIVISION, RECORDED IN BOOK 80, PAGE 6, PLAT RECORDS, EL PASO COUNTY, TEXAS.
4. JOE BATTLE BOULEVARD (RIGHT-OF-WAY VARIES) IS DESCRIBED JANUARY 26, 1973, IN BOOK 433, PAGE 1417, DEED RECORDS, EL PASO COUNTY, TEXAS.
5. THE CITY OF EL PASO AND EL PASO COUNTY LIMITS BOUNDARY LINE SHOWN HEREON IS FROM CITY OF EL PASO ORDINANCE #16391, DATED JULY 5, 2006, IN CLERK'S FILE NO 20060065824, DEED RECORDS, EL PASO COUNTY, TEXAS.
6. THE SOUTHERLY BOUNDARY OF THE SUBJECT PROPERTY DESCRIBED DECEMBER 3, 2019, IN CLERK'S FILE NO. 20190092697, DEED RECORDS, EL PASO COUNTY, TEXAS.



SCALE: 1" = 300'



TRACT 1A SECTION 16 BLOCK 79 TOWNSHIP 3
TEXAS & PACIFIC RAILWAY COMPANY SURVEYS

LINE TABLE		
LINE #	BEARING	DISTANCE
T1	N89°59'49"E	419.06'
T2	S89°59'39"W	651.22'
T3	N1°17'00"E	21.54'

PARCEL AREA
15.039 ACRES
655,102 SQ. FT.



ROBERT SEIPEL ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

1845 NORTHWESTERN DR. SUITE C EL PASO, TX 79912 915-877-1928



A 15.039-ACRE PARCEL, BEING A PORTION OF THE
SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16,
BLOCK 79, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY
COMPANY SURVEYS, EL PASO, EL PASO COUNTY, TEXAS

TEXAS REG. SURVEYING FIRM 10060500

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ALL RIGHTS RESERVED

DATE: 12-10-21

SCALE: 1" = 300'

DRAWN BY: MUB

CHK'D BY:

FB: ~

FILE #: 19-0025B

REVISED:

1500 Joe Battle Boulevard

City Plan Commission — June 3, 2021 **REVISED**



CASE NUMBER:	PZRZ21-00009
CASE MANAGER:	John Scott, 915-212-1644, ScottJM1@elpasotexas.gov
PROPERTY OWNER:	375 Properties, LLC.
REPRESENTATIVE:	Alvidrez Architecture Inc.
LOCATION:	1500 Joe Battle Blvd. (District 6)
PROPERTY AREA:	15.03 acres
REQUEST:	Rezone from R-3 (Residential) to C-3 (Commercial)
RELATED APPLICATIONS:	None
PUBLIC INPUT:	As of May 31, 2021, Planning has received one email in opposition.

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from R-3 (Residential) to C-3 (Commercial) to allow the subject property to be zoned to allow the same use as the property to the immediate east. The property to the east is outside city limit's and not subject to the City of El Paso zoning regulations but proposed to be similar future commercial development.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **APPROVAL** of the request. The proposed commercial development is consistent with adjacent commercial properties within its vicinity and is in keeping with the policies of *Plan El Paso* for the G-4, Suburban (Walkable) Future Land Use Designation in the East Planning Area.

PZRZ21-00009

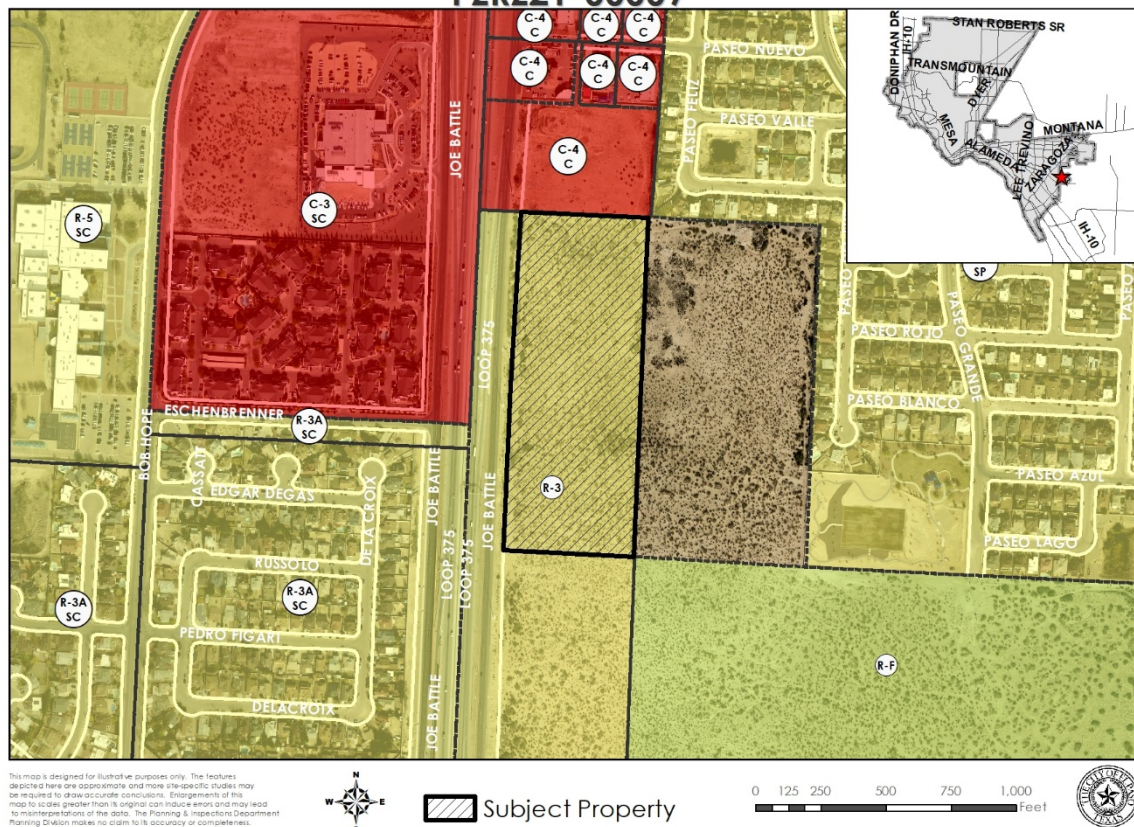


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from R-3 (Residential) to C-3 (Commercial) to allow the subject property to be zoned to allow similar uses as the majority of the surrounding property, which is primarily zoned for commercial use or part of the El Paso Extraterritorial jurisdiction. The rezoning would allow the subject property similar uses as the property to the immediate east, which is in El Paso's Extraterritorial jurisdiction and not restricted to the City of El Paso's zoning regulations. The property to the immediate east is planned to future development consisting of some commercial use. The rezoning would also allow the subject property similar uses as the property to the immediate north and northwest which are also commercially zoned. Main access to the property is proposed from Joe Battle Drive.

PREVIOUS CASE HISTORY: None

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed future development is consistent with surrounding properties and meets the established character of its surrounding neighborhood. The property abuts other commercial properties to the north zoned C-4 (Commercial/ condition) and partially to the west zoned C-3/sc (Commercial/ special contract). The commercial property to the North is vacant commercial land. The commercial property to the west, across Joe Battle Boulevard, consists of University Medical Center East and Las Mansiones apartments. Partially abutting the southwestern edge of the property, also across Joe Battle Boulevard, is residential development zoned R-3A/sc (Residential/Special Contract) consisting of single family residences. The property south of the proposed development is vacant land zoned R-3 (Residential). The property east of the proposed is the El Paso 5-mile ETJ and not subject to city zoning regulations.

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-4, Suburban: This sector applies to modern single-use residential sub-divisions 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.</p>	<p>Yes, the proposed future commercial development is consistent with other commercial districts in the neighborhood. Commercial uses are common and welcomed in this sector. Three side of the proposed development consist of vacant land. To the north, vacant land zoned commercial, to the east, vacant land in the El Paso Extraterritorial jurisdiction, and to the south, vacant land zoned residential. On the western side of the proposed development and across a designated freeway, there is existing residential development consisting mainly of single-family residences as well as existing commercial development consisting of an apartment complex and medical center.</p>

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>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.</p>	<p>Yes, the proposed future commercial development is compatible with existing commercially zoned properties.</p>
<p>Preferred Development Locations: Is the property in a "Drivable Suburban" area?</p>	<p>Yes, this property is located in a Drivable Suburban area, which areas are likely to maintain a predominately automobile dependent development pattern. Thoroughfares will have sidewalks and bike lanes will be provided where travel speeds are higher. The property is located in Joe Battle Boulevard, which is classified as a freeway on the City of El Paso's Major Thoroughfare Plan.</p>
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
<p>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.</p>	<p>None, there are no historic districts nor special designations for this property.</p>
<p>Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.</p>	<p>The proposed future commercial development is not anticipated to cause any adverse effects on the community. It has the potential to maximize the use of an existing parcel.</p>
<p>Natural Environment: Anticipated effects on the natural environment.</p>	<p>The subject property does not lie within an arroyo or other sensitive environment. No negative environmental impacts are anticipated.</p>
<p>Stability: Whether the area is stable or in transition.</p>	<p>The neighborhood is in transition with vacant property expected to be developed into mixed use development.</p>
<p>Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.</p>	<p>There are two (2) new proposed rights-of-way's which will provide street connection's off of the existing Joe Battle Boulevard.</p>

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Primary access is proposed from Joe Battle Boulevard, classified as a freeway. The freeway classification is appropriate to serve future commercial development. Existing services and infrastructure are appropriate to serve future development.

PUBLIC COMMENT: The subject property lies within the Eastside Civic Association. Surrounding property owners within 300 feet were notified by mail on May 19, 2021. The Planning Division has received one email in opposition to the rezoning request.

CITY PLAN COMMISSION OPTIONS:

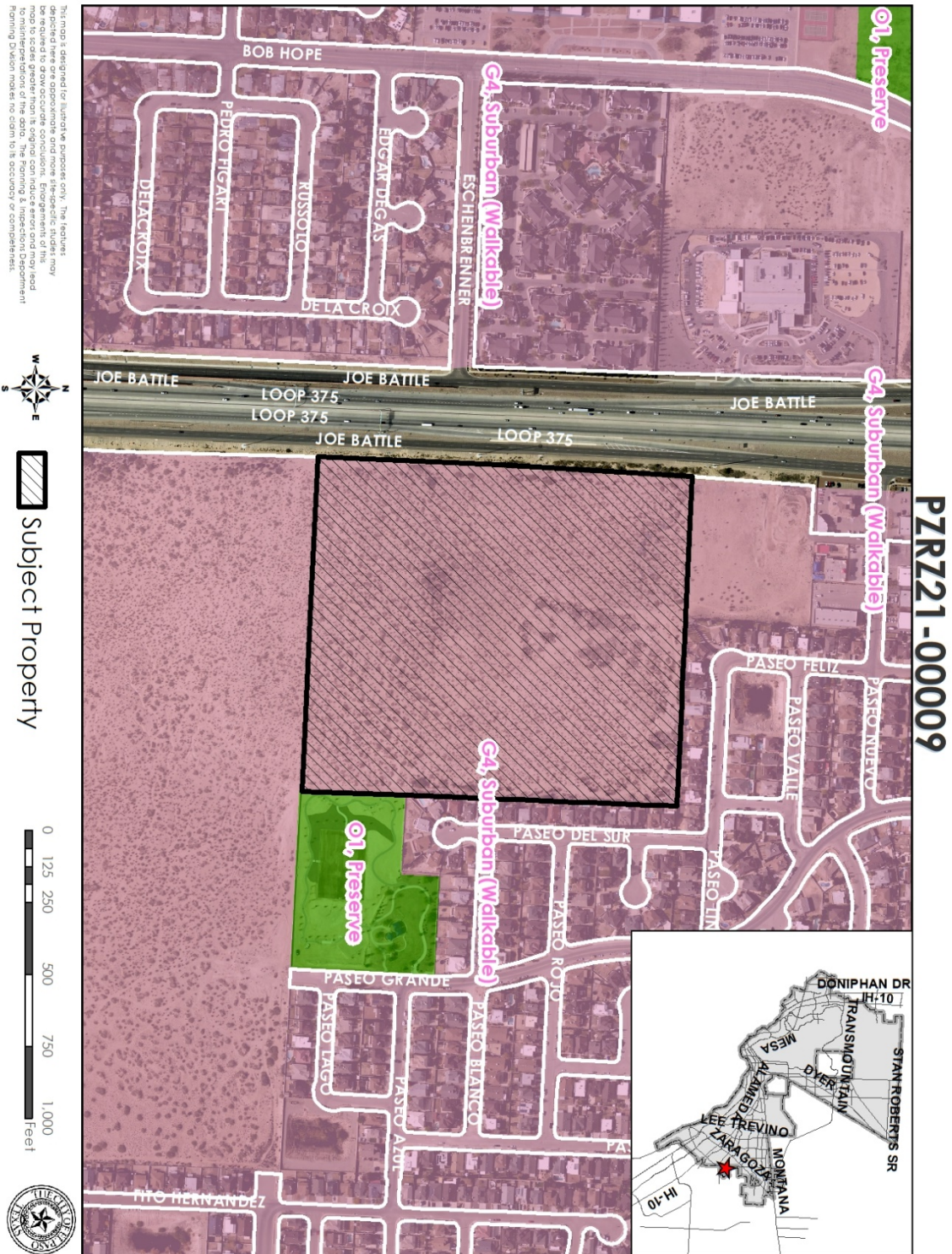
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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. Department Comments
3. Neighborhood Notification Boundary Map
4. Detailed Site Plan
5. Email in opposition

ATTACHMENT 1



ATTACHMENT 2

Planning and Inspections Department – Planning Division

1. The Planning Division recommends approval of the rezoning request.
2. Applicant provides documents of authorization to sign on behalf of 375 Properties LLC.
3. Applicant provides meets and bounds for portion located inside city limits only.

Texas Department of Transportation

No comments received

Planning and Inspections Department – Plan Review

1. Recommend approval.

Planning and Inspections Department – Landscaping Division

No comments received

Planning and Inspections Department – Land Development

1. TXDOT approval will be required at time of grading and building plans for drainage and access requirements.

Fire Department

Recommend approval.

Police Department

No comments received.

Sun Metro

Recommend approval.

Streets and Maintenance

As per Section 19.18.010 of the El Paso City Code, a Traffic Impact Analysis (TIA) shall be required unless the subdivision was vested under previous codes which exempt the requirement. A TIA scoping meeting or waiver request shall be coordinated with Adam McCreary at McCrearyAM@elpasotexas.gov.

El Paso Water

We have reviewed the request described above and provide the following comments:

Joe Battle Blvd. is a Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within Joe Battle Blvd. right-of-way requires written permission from TxDOT.

Water:

There is an existing 12-inch diameter water main extending along Joe Battle Blvd. fronting the subject

property. This main is located approximately 7-feet west of the eastern right-of-way line of Joe Battle Blvd.. This water main is available for service.

There is an existing 16-inch diameter water main extending along Paseo Grande St. approximately 24-feet west of the east side of the Paseo Grande St. There is an existing 8-inch diameter water main along the improved portion of Cevalia Avenue. These mains are available for main extensions. Water mains are to be extended by creating a looped system.

Previous water pressure readings from fire hydrant # 7782 located 1125-feet north of the intersection of Joe Battle Blvd. and Pellicano Dr., have yielded a static pressure of 50 pounds per square inch, a residual pressure of 48 pounds per square inch, and a discharge flow of 949 gallons per minute.

Sanitary Sewer:

There is an existing 8-inch diameter sanitary sewer main extending along Paseo Grande St. Also, there is an existing 12-inch diameter sewer main along the improved portion of Cevalia Avenue. There is an existing These main are available for main extensions. Owner is to grade the property to allowed sanitary sewer service by gravity to the above mentioned mains.

General:

Water and sanitary sewer main extensions will be required to provide service to the property. Easements will be required. The Owner will be responsible for all main extension and easement acquisition costs.

All easements dedicated for public water and/or sanitary sewer facilities are to 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 easement 24 hours a day, seven (7) days a week.

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 easement 24 hours a day, seven (7) days a week.

EPWU 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 EPWU – 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.

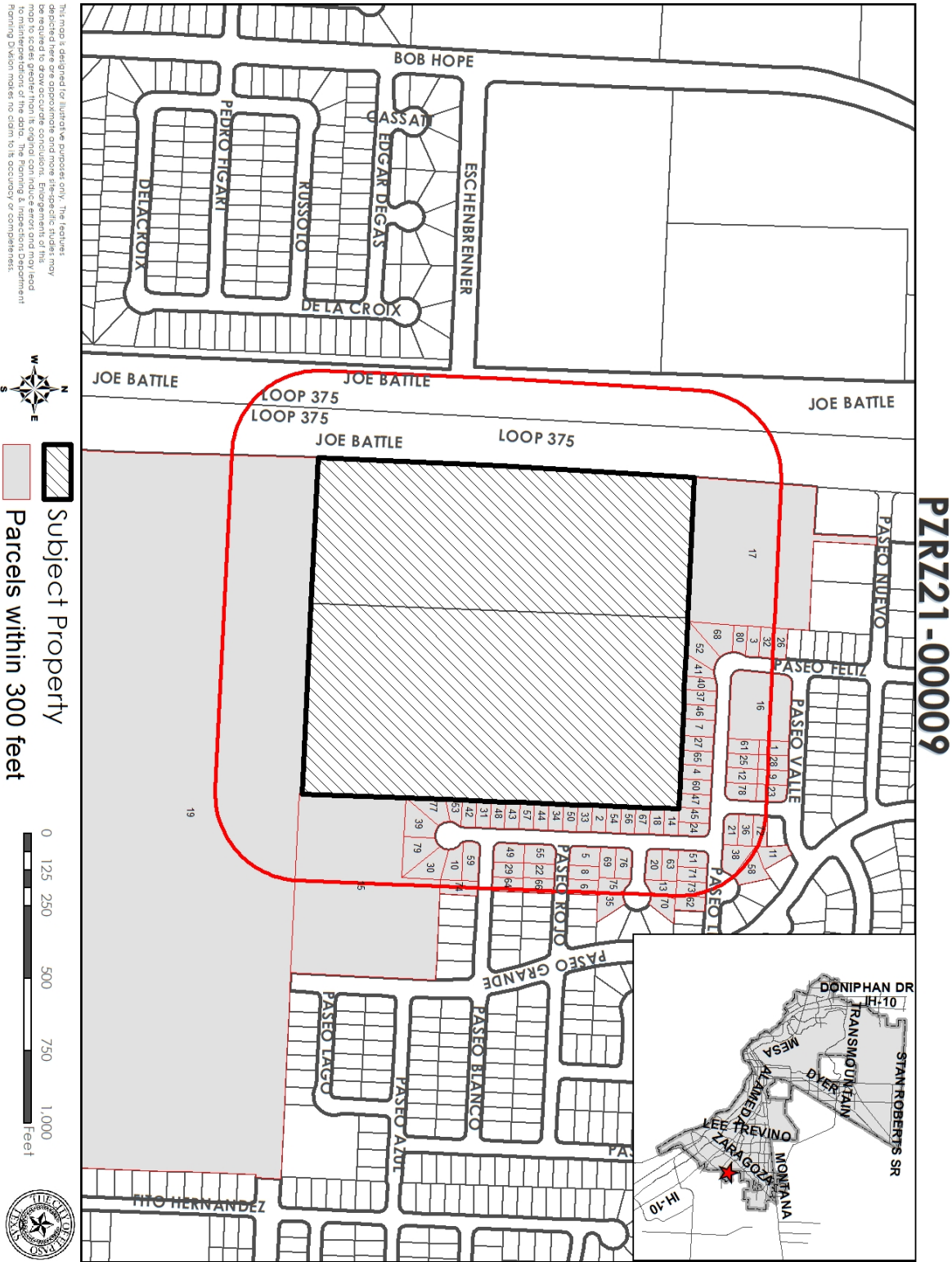
El Paso Water Utilities – Stormwater Engineering

EPWater - SW has reviewed the case distribution described above and has no objections to the request of rezoning.

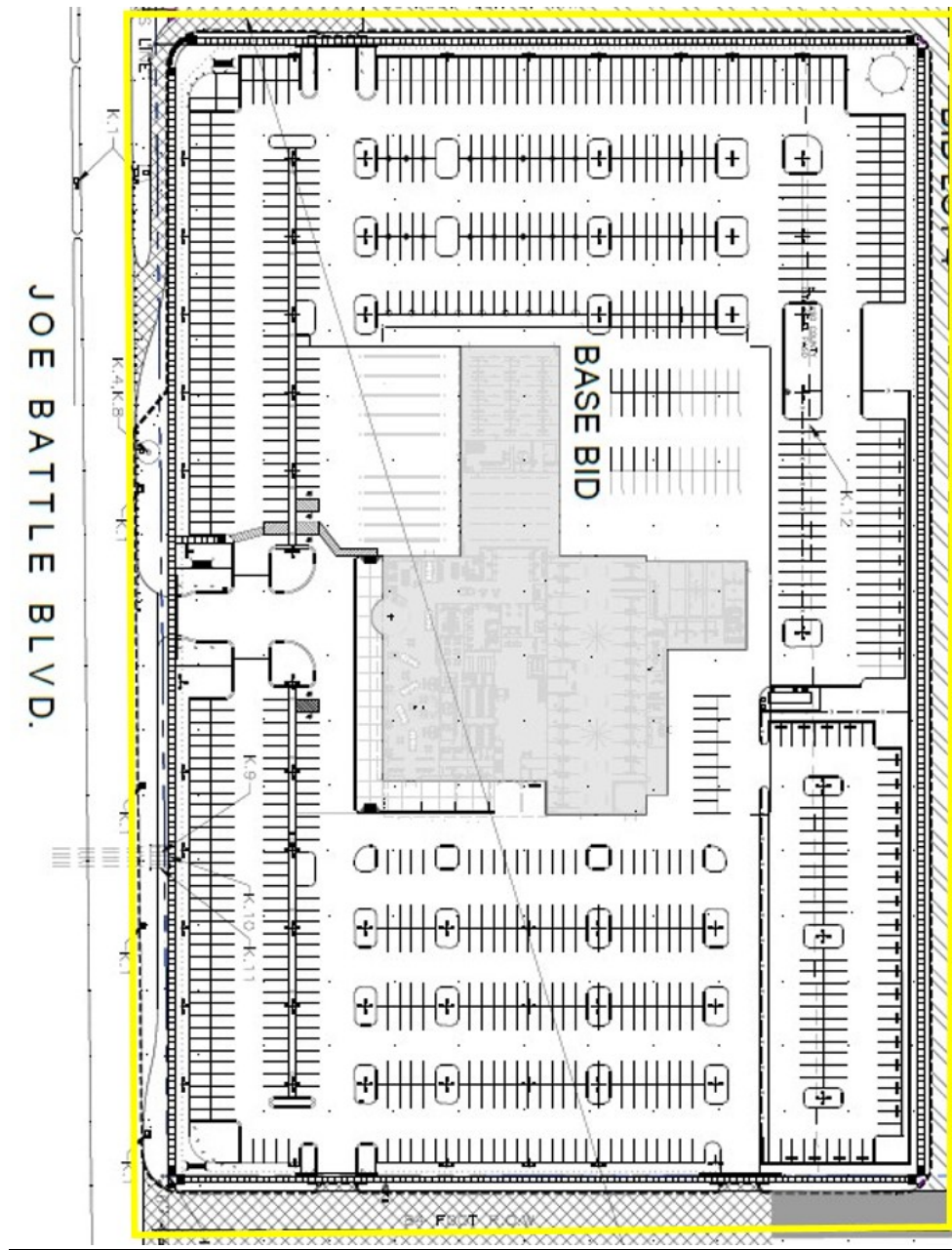
El Paso Central Water Improvement District #1

The above mentioned item is not within the boundaries of EPCWID1.

ATTACHMENT 3



ATTACHMENT 4



ATTACHMENT 5

Garcia, Raul

From: Gerardo J. Hernandez <kingoftint@hotmail.com>
Sent: Monday, May 31, 2021 1:19 PM
To: Scott, John M.
Subject: Case: PZRZ21-00009

Hello,

I am writing to you to express my concerns as per your letter, regarding the rezoning of property at 1500 Joe Battle. I am not aware of the limits of R-3 to C-3, I'm not sure of the limits C-3 has. My concern is that if C-3 allows building of big commercial buildings to be put up right behind my house, I'm 100% against this. Commercial properties always bring nuisance in the smell of garbage, added noise to the area and could potentially be a bother if businesses serve the night crowd are opened. I am all for economic growth, I'm not excited if someone's going to win at my loss, not to mention if the commercial buildings are too close to my property, it could potentially drop my property value. If C-3 is for small strip mall style of buildings, as long as they are done with a reasonable distance from housing to keep the peace within the neighborhood.

I would ask that before you make a final decision, you put yourself in the shoes of the homeowners of that subdivision. Thank you for your time and consideration.

Regards,

Gerardo Hernandez (Jerry)
915 598 8468



Legislation Text

File #: 22-276, 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, David Samaniego, (915) 212-1608

AGENDA LANGUAGE:

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

An Ordinance releasing all conditions placed on property by Ordinance No. 8786 which changed the zoning of a portion of Lots 2 and 3 and all of Lots 4, 5, 6, 7 and 8, and the east 10' of Lot 9, Block 7, Golden Hill Addition, 1519 and 1525 Golden Hill Terrace Street, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed condition release 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: 1519 and 1525 Golden Hill Terrace Street

Applicant: ML Real Property LLC, PZCR21-00001

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: March 15, 2022
PUBLIC HEARING DATE: April 12, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
David Samaniego, (915) 212-1608

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 releasing all conditions placed on property by Ordinance No. 8786 which changed the zoning of a portion of Lots 2 and 3 and all of Lots 4, 5, 6, 7 and 8, and the east 10' of Lot 9, Block 7, Golden Hill Addition, 1519 and 1525 Golden Hill Terrace Street, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed condition release 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: 1519 and 1525 Golden Hill Terrace Street
Applicant: ML Real Property LLC, PZCR21-00001

BACKGROUND / DISCUSSION:

The applicant is requesting to release all conditions imposed on the subject property by Ordinance No. 8786, dated September 23, 1986 to allow for a residential development. City Plan Commission recommended 7-0 to approve the proposed condition release on December 16, 2021. As of March 8, 2022, the Planning Division has received one (1) phone call of inquiry, but no communication in support or opposition to the condition release 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 F. Etiwe
Philip F. Etiwe – Planning and Inspections Director

ORDINANCE NO. _____

AN ORDINANCE RELEASING ALL CONDITIONS PLACED ON PROPERTY BY ORDINANCE NO. 8786 WHICH CHANGED THE ZONING OF A PORTION OF LOTS 2 AND 3 AND ALL OF LOTS 4, 5, 6, 7 AND 8, AND THE EAST 10' OF LOT 9, BLOCK 7, GOLDEN HILL ADDITION, 1519 AND 1525 GOLDEN HILL TERRACE STREET, 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 *A PORTION OF LOTS 2 AND 3 AND ALL OF LOTS 4, 5, 6, 7 AND 8, AND THE EAST 10' OF LOT 9, BLOCK 7, GOLDEN HILL ADDITION, 1519 AND 1525 GOLDEN HILL TERRACE STREET., City of El Paso, El Paso County, Texas*, was changed by Ordinance No. 8786 approved by City Council on SEPTEMBER 23, 1986; and,

WHEREAS, the rezoning was subject to certain zoning conditions, and

WHEREAS, placement of such conditions were 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 the removal all of the conditions because these conditions have been satisfied or are current requirement of the City Code; and,

WHEREAS, a public hearing regarding removal of the conditions was held before the City Plan Commission, and the Commission recommended approval of the release of all conditions; and,

WHEREAS, the City Council of the City of El Paso has determined that the release of certain 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 all of the zoning conditions imposed by Ordinance No. 8786 approved by City Council on *SEPTEMBER 23, 1986*, on the portion of land identified in Exhibit "A" be released because the conditions have been satisfied and are no longer necessary, or are current requirements of the City Code.

Conditions as follows:

- 1. THE PROPERTY SHALL ONLY BE USED FOR A RETIREMENT CENTER COMPLEX.*
- 2. FIRST PARTY MUST CONSTRUCT A PEDESTRIAN OVERPASS ACROSS ARIZONA STREET FROM GROUND LEVEL ON THE PROPOSED SITE TO GROUND LEVEL ON THE MEDICAL CENTER SIDE OF ARIZONA STREET. THE PEDESTRIAN OVERPASS IS TO BE CONSTRUCTED APPROXIMATELY SIXTY (60) FEET WEST OF GOLDEN HILL TERRACE ADDITION.*

ORDINANCE NO. _____

PZCR

3. A WALKWAY MUST BE CONSTRUCTED FROM THE NORTH END OF THE OVERPASS DOWN TO THE BUS STOP LOCATED AT THE NORTHWEST CORNER OF ARIZONA STREET AND GOLDEN HILL TERRACE ADDITION, AND A WALKWAY UP TO THE MEDICAL CENTER GROUND LEVEL.

4. FIRST PARTY MUST ARRANGE WITH THE PROPERTY OWNER(S) ON THE NORTH SIDE OF ARIZONA STREET FOR THE INSTALLATION OF THE PEDESTRIAN OVERPASS CONNECTING TO THE MEDICAL CENTER PROPERTY.

5. GOLDEN HILL TERRACE MUST BE PAVED TO CITY STANDARDS.

6. GUARDRAILS AND HANDRAILS ARE REQUIRED ALONG RIO GRANDE AVENUE.

7. THE CITY PLAN COMMISSION AND THE CITY COUNCIL SHALL HAVE THE RIGHT TO RESTRICT THE HEIGHT OF ANY BUILDING(S) CONSTRUCTED ON THE PROPERTY AT THE TIME THE DETAILED SITE DEVELOPMENT PLAN IS SUBMITTED TO THE CITY FOR APPROVAL.

8. CONDITIONS #2 THROUGH #6 MUST BE COMPLIED WITH PRIOR TO THE ISSUANCE OF ANY CERTIFICATES OF OCCUPANCY.

ADOPTED this _____ day of _____, 2022.

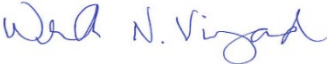
THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____

PZCR

Exhibit "A"

PROPERTY DESCRIPTION 1519-1525 GOLDEN HILL TERRACE

Description of a parcel of land being a portion of Lots 2 and 3 and all of Lots 4, 5, 6, 7 and 8, and the east 10' of Lot 9, Block 7, Golden Hill Addition, City of El Paso, El Paso County, Texas, map of said Golden Hill Addition, recorded in volume 3, page 35, El Paso County plat records, and being those parcels recorded in Clerk's file #20210076480 and Clerk's file #20210076481, El Paso County deed records, and described as follows;

Beginning at a chiseled "X" found at the southeasterly corner of said Block 7, also an angle point of the northwesterly ROW line of Golden Hill Terrace (variable width), said "X" also marking the southeasterly corner of said parcel recorded in Clerk's file #20210076480, and being the "Point Of Beginning";

Thence, with said ROW line of Golden Hill Terrace, South 53°01'02" West a distance of 115.31' to a 5/8" rebar with cap found at the southwesterly corner of said parcel recorded in Clerk's file #20210076481;

Thence, with the southwesterly boundary of said parcel recorded in Clerk's file #20210076481, North 36°58'58" West a distance of 188.30' to the northwesterly corner of said parcel recorded in Clerk's file #20210076481 and lying on the southeasterly ROW line of Arizona Avenue (72' wide);

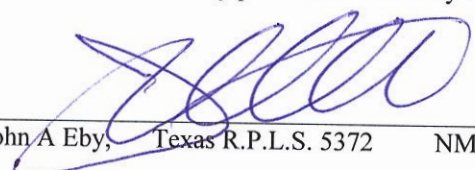
Thence, with said southeasterly ROW line of Arizona Avenue, North 53°01'02" East a distance of 135.00' to a nail found at the most northerly common lot corner of Lots 3 and 4 of said Block 7.

Thence, with the common lot line of said Lots 3 and 4, and with the easterly boundary line of said parcel recorded in Clerk's file #20210076480, South 36°58'58" East a distance of 90.67' to chiseled "V" found at an angle point of said easterly boundary line of said parcel recorded in Clerk's file #20210076480;

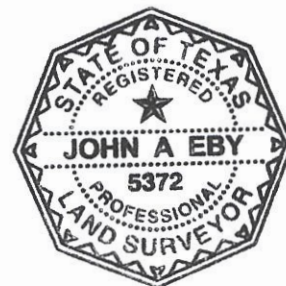
Thence, continuing with said easterly boundary line of said parcel recorded in Clerk's file #20210076480, North 53°01'02" East a distance of 40.37' to a chiseled "X" found on said ROW line of Golden Hill Terrace;

Thence, with said ROW line of Golden Hill Terrace, South 05°22'31" East a distance of 114.40' to the "Point Of Beginning" and containing 16,006 sq. ft. or 0.3674 acres.

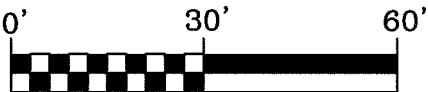
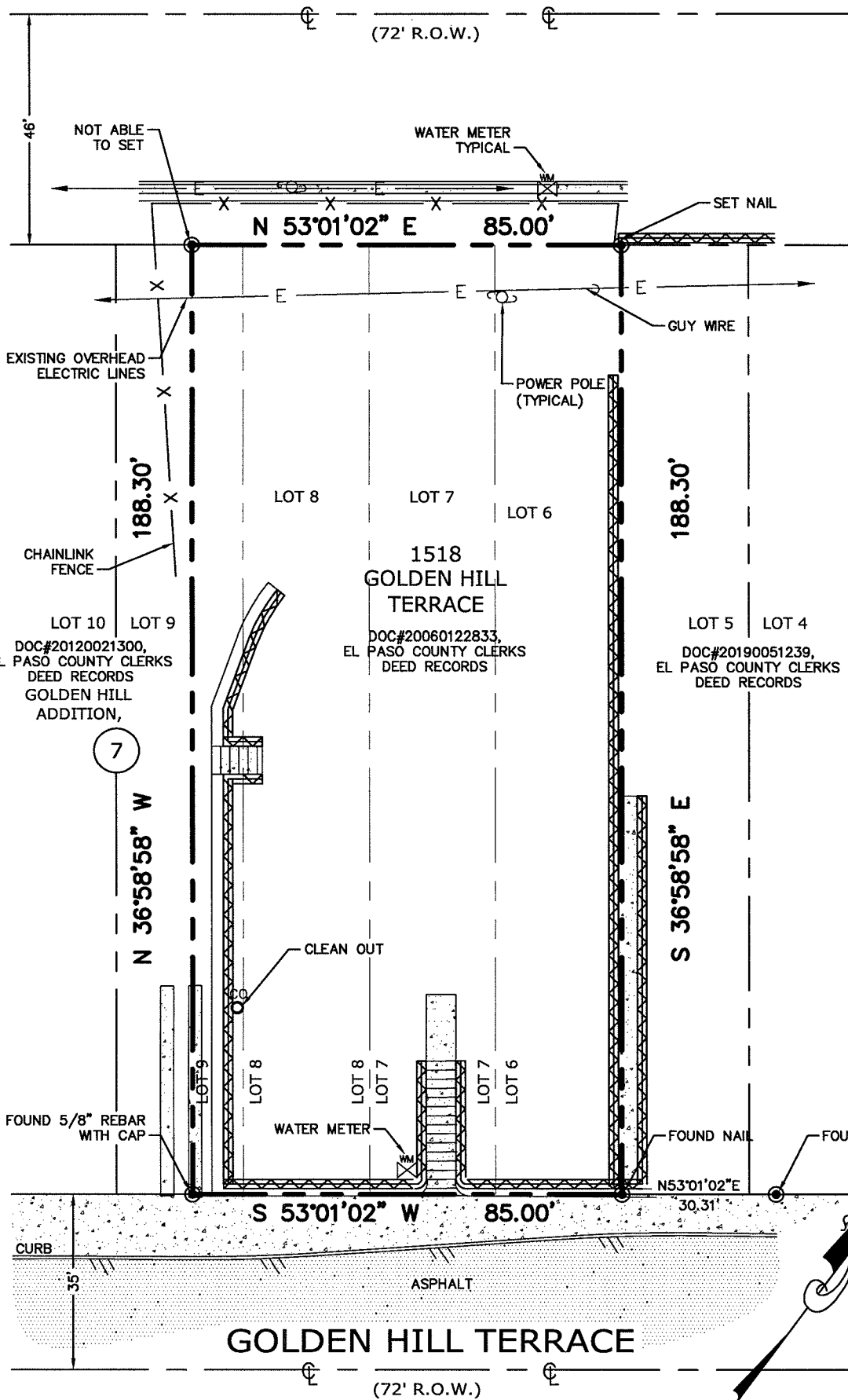
Based on a field survey performed under my supervision and dated 7/21/2021.


John A Eby, Texas R.P.L.S. 5372 NM PLS 17779

Paso Del Norte Surveying Inc.
13998 Bradley Road
El Paso, TX. 79938
915-241-1841
TBPEPS FIRM #10001200



ARIZONA AVENUE



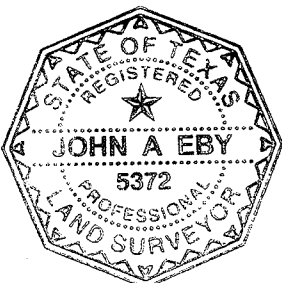
SCALE: 1"=30'

NOTE:
THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS, OR OTHER MATTERS, NOT SHOWN.

CERTIFICATION

I HEREBY CERTIFY THAT THIS BOUNDARY AND IMPROVEMENT SURVEY IS BASED ON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION AND COMPLIES WITH THE CURRENT TEXAS BOARD OF PROFESSIONAL LAND SURVEYING PROFESSIONAL AND TECHNICAL STANDARDS

JOHN A EBY TX-5372 NM-17779



TBPELS FIRM #10001200

LOT 6, 7, 8, & THE EAST 10' OF LOT 9,
BLOCK 7, GOLDEN HILL ADDITION,
CITY OF EL PASO, EL PASO COUNTY, TEXAS

PLAT RECORD:
VOLUME: 3
PAGE: 35

TITLE CO: WEST STAR TITLE FILE#: 210889 DATED: 05/28/2021

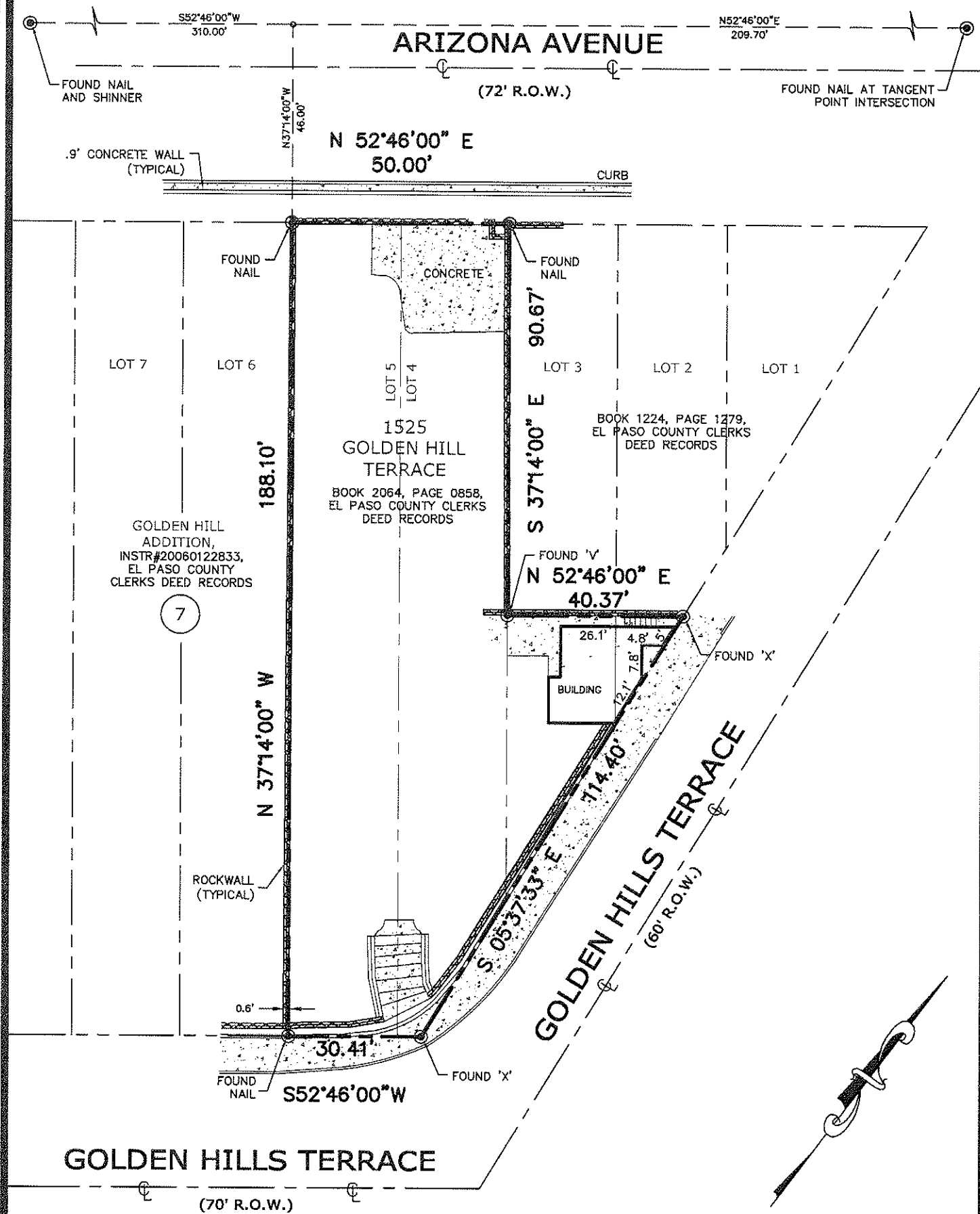
FIRM ZONE: C PANEL#: 480214-0039-B DATED: 10/15/1982

DATE OF SURVEY: 7/21/2021 OFFICE: EA FIELD: JAE, AG

PASO DEL NORTE SURVEYING INC.

13998 BRADLEY ROAD, EL PASO, TEXAS 79938

PH. 915-241-1841
FAX 915-855-6925
© COPYRIGHT

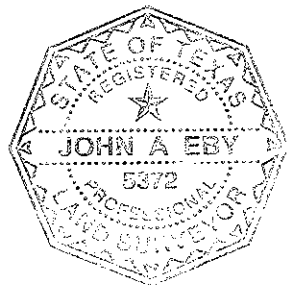


CERTIFICATION

I HEREBY CERTIFY THAT THIS BOUNDARY AND IMPROVEMENT SURVEY IS BASED ON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION AND COMPLIES WITH THE CURRENT TEXAS BOARD OF PROFESSIONAL LAND SURVEYING PROFESSIONAL AND TECHNICAL STANDARDS

JOHN A EBY TX-5372 NM-17779

NOTE:
THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS, OR OTHER MATTERS, NOT SHOWN.



TBPLS FIRM #10001200

LOTS 4 & 5, & A PORTION OF LOTS 2 & 3,
BLOCK 7, GOLDEN HILL ADDITION,
CITY OF EL PASO, EL PASO COUNTY, TEXAS

PLAT RECORD:
VOLUME: 3
PAGE: 35

TITLE CO: WEST STAR TITLE FILE#:190979-COM DATED: 6/24/2019

FIRM ZONE: C PANEL#: 480214-0033-B DATED: 10/15/1982

DATE OF SURVEY: 6/26/2019 OFFICE: EA FIELD: JAE, AG, JC

PASO DEL NORTE SURVEYING INC.

13998 BRADLEY ROAD, EL PASO, TEXAS 79938

PH. 915-241-1841
FAX 915-855-6925
© COPYRIGHT

1519 and 1525 Golden Hill Terrace

City Plan Commission — December 16, 2021



CASE NUMBER: PZCR21-00001
CASE MANAGER: David Samaniego, (915) 212-1608, SamaniegoDC@elpasotexas.gov
PROPERTY OWNER: ML Real Property LLC
REPRESENTATIVE: ML Real Property LLC c/o Matt Lopez
LOCATION: 1519 and 1525 Golden Hill Terrace Street (District 8)
PROPERTY AREA: 0.60 acres
REQUEST: To release conditions on the subject properties imposed by Ordinance No. 8786, dated September 23, 1986
RELATED APPLICATIONS: None
PUBLIC INPUT: One (1) phone call of inquiry received as of December 9, 2021

SUMMARY OF REQUEST: The applicant is requesting to release all conditions imposed on the subject property by Ordinance No. 8786, dated September 23, 1986. These conditions, among others, limit the use of the property to a "retirement center complex" and require certain public improvements that have since been constructed.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the request. Staff finds the conditions are no longer necessary or have been satisfied. The proposed residential uses are consistent with other apartment districts in the immediate area, and meet the established character of its surrounding neighborhood. Furthermore, the proposed development meets the intent of the G-2, Suburban Traditional Neighborhood (Walkable) land use designation of *Plan El Paso* in the Central Planning Area.

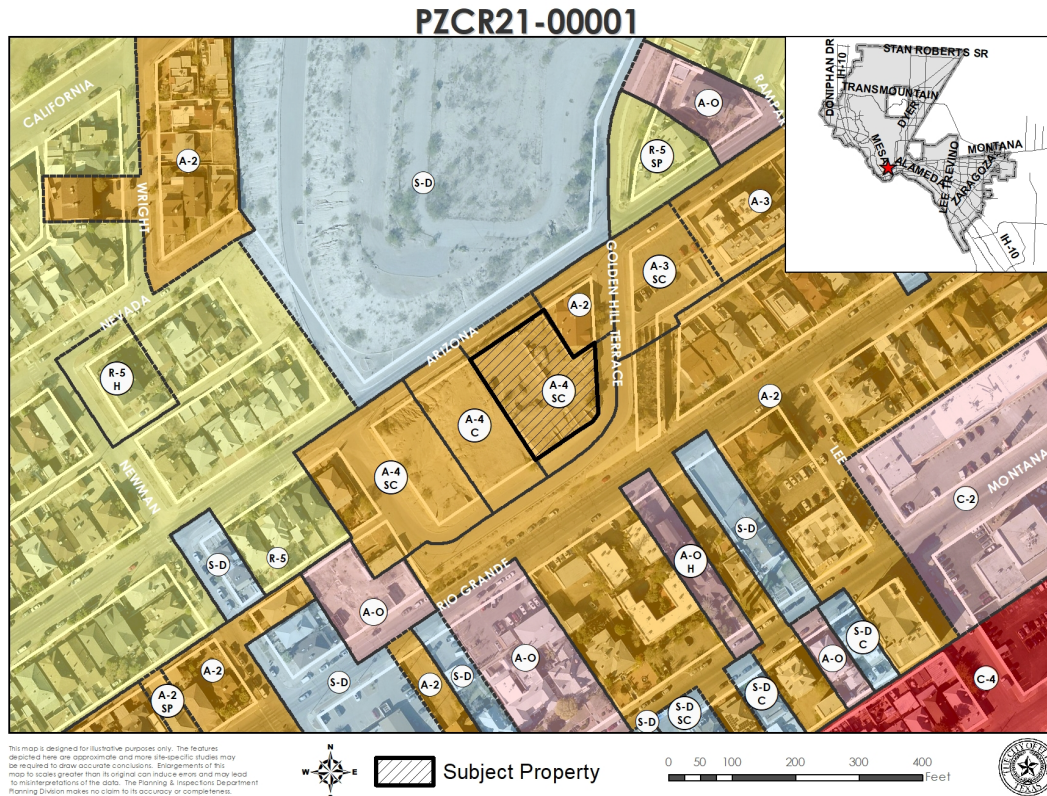


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant has submitted a Condition Release application requesting to release the conditions imposed on the subject property by Ordinance No. 8786, dated September 23, 1986. The subject property is located at 1519 and 1525 Golden Hill Terrace Street. The subject property is required to comply with the special contract provisions imposed by such Ordinance, which states in part:

1. The property shall only be used for a retirement center complex
2. First Party must construct a pedestrian overpass across Arizona Street from ground level on the proposed site to ground level on the Medical Center side of Arizona Street. The pedestrian overpass is to be constructed approximately sixty (60) feet west of Golden Hill Terrace Addition.
3. A walkway must be constructed from the north end of the overpass down to the bus stop located at the northwest corner of Arizona Street and Golden Hill Terrace Addition, and a walkway up to the Medical Center ground level.
4. First Party must arrange with the property owner(s) on the north side of Arizona Street for the installation of the pedestrian overpass connecting to the Medical Center property.
5. Golden Hill Terrace must be paved to City standards.
6. Guardrails and handrails are required along Rio Grande Avenue.
7. The City Plan Commission and the City Council shall have the right to restrict the height of any building(s) constructed on the property at the time the detailed site development plan is submitted to the City for approval.
8. Conditions #2 through #6 must be complied with prior to the issuance of any certificates of occupancy.

The conditions imposed by the rezoning special contract are no longer applicable, have been satisfied, or limit the use and future development of the subject property beyond what is needed to be compatible with its surrounding established neighborhood. The proposed residential uses shall demonstrate compliance with all El Paso City Code requirements prior to the issuance of a certificate of occupancy.

The applicant is proposing residential uses for the subject properties.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed residential use is consistent with the adjacent residential and apartment zone districts within its vicinity and meets the established character of its surrounding neighborhood. Further, the proposed use meets the intent of G-2, Suburban Traditional Neighborhood (Walkable) use designation of *Plan El Paso* in the Central Planning area. The nearest park is Houston Park (0.50 miles) and the nearest school is Wiggs Middle School (0.25 miles).

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p><u>G-2, Suburban Traditional Neighborhood (Walkable):</u> This sector includes the remainder of central El Paso as it existed through World War II. Blocks are small and usually have rear alleys; buildings directly faced streets; schools, parks, and small shops are integrated with residential areas. This sector is well-suited for use of</p>	<p>Yes. The subject property, and the proposed residential use, meet the intent of the G-2, Suburban Traditional Neighborhood (Walkable) Future Land Use designation of <i>Plan El Paso</i>. The surrounded properties are zoned S-D (Special Development), A-2 (Apartment), and A-O/H (Apartment/Office/Historic). The surrounding area uses vary from vacant land, single-family residential, and apartment uses.</p>

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
the SmartCode as a replacement for current zoning when planned in conjunction with specific neighborhood plans or identified in this Comprehensive Plan.	
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: A-4 (Apartment) District: The purpose of the district is to promote and preserve a diversity of residential dwelling types at the highest densities within the city and to provide for the integration of compatible business and professional office uses to complement the areas. It is intended that the district regulations allow for concentrations of population through the use of multi-story facilities. The regulations of the districts will permit site diversification for high-density residential development in which adequate public facilities are available for present and future needs.	Yes, the site is suitable for uses permitted in the A-4 (Apartment) district, and the proposed residential use is adjacent to other apartment and single-family residential uses. The surrounding uses consist of vacant land, single-family residential, and apartment 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 development is located in proximity to various public transit facilities. In addition, the subject property is located along Arizona Avenue, which is classified as a minor arterial and is surrounded by existing development.
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.	No, the proposed development is not located within any historic districts or other special designation areas.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	There are no adverse effects anticipated from the proposed condition release. The subject property is vacant and the existing infrastructure was originally designed for the proposed residential uses which are permitted in the A-4 (Apartment) zone district.
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.	While the subject property is vacant, the area is stable and is within an established neighborhood.

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:

<p>Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.</p>	<p>The subject property is located within a stable, established neighborhood that has featured apartment and single-family residential uses for decades. The existing A-4 (Apartment) zoning is consistent with the existing conditions and uses.</p>
--	---

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Access to the subject property is from Arizona Avenue, which is classified as a minor arterial, and from Golden Hill Terrace St. which is classified as a local street as per the City of El Paso Major Thoroughfare Plan (MTP). Both streets are adequate to serve the proposed residential uses.

PUBLIC COMMENT: The subject property lies within the Golden Hills Neighborhood Association and the Sunrise Civic Group. Notices were sent to property owners within 300 feet on November 30, 2021. As of December 9, 2021, Planning has not received any calls in support or opposition to the condition release request.

RELATED APPLICATIONS: N/A

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:

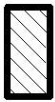
1. **Recommend Approval** of the condition release request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
2. **Recommend Approval of the condition release 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 condition release 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:

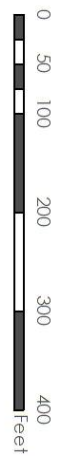
1. Future Land Use Map
2. Neighborhood Notification Boundary Map
3. Department Comments
4. Ordinance No. 8786

ATTACHMENT 1

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. Engagements of this kind are not intended to be a substitute for professional engineering or planning advice. The Planning & Design Department Planning Division makes no claim to its accuracy or completeness.

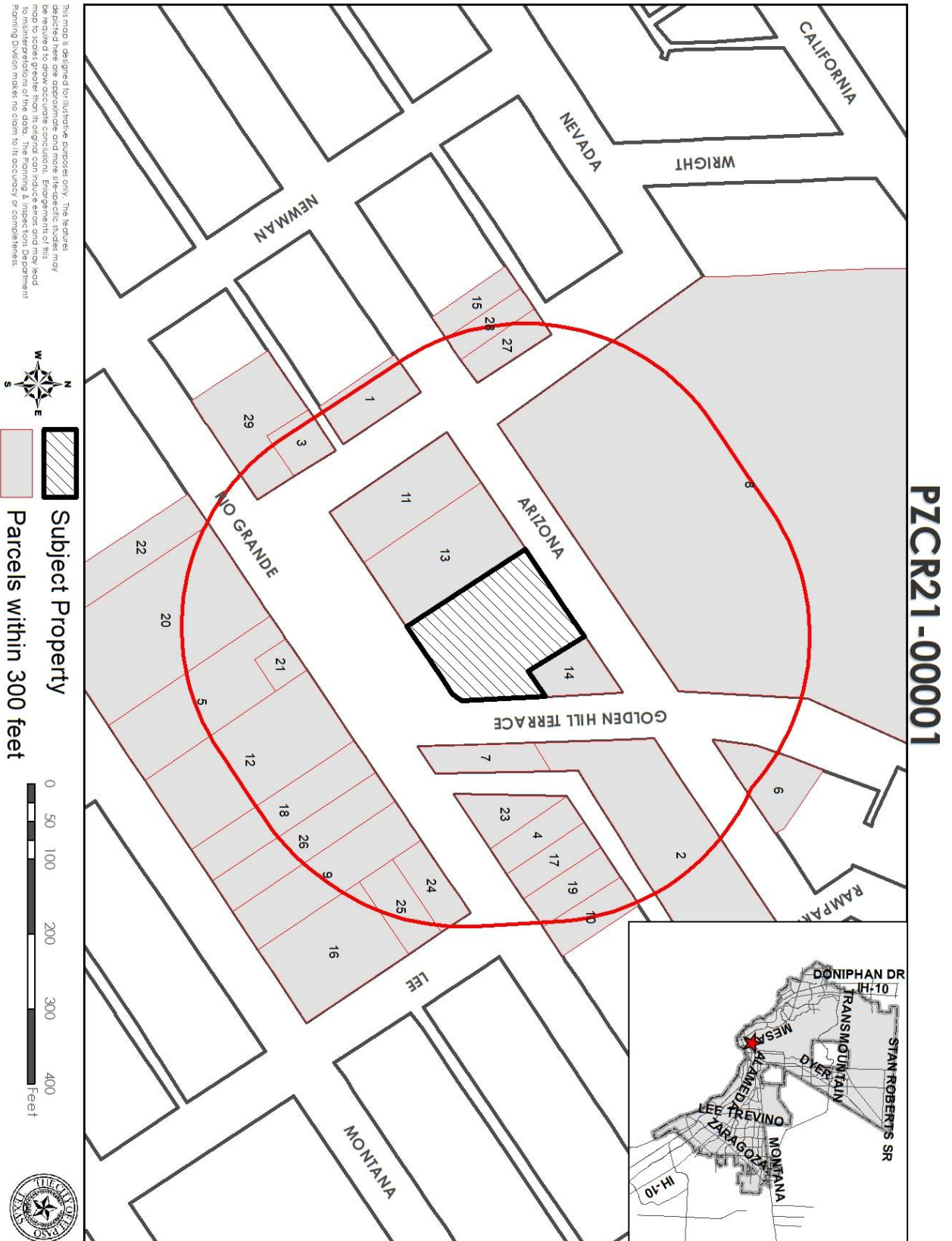


Subject Property



PZCR21-00001

ATTACHMENT 2



ATTACHMENT 3

Planning and Inspections Department – Planning

Planning staff recommend approval. Please note we will require a stamped metes and bounds for both lots, as they both contain portions of a lot, prior to placing on the City Council agenda (after City Plan Commission).

Planning and Inspections Department – Plan Review and Landscaping Division

No objections to the proposed condition release. At the time of submittal for building permits, the project will need to comply with all applicable municipal and building code requirements.

Planning and Inspections Department – Land Development

No objections to proposed condition release.

Fire Department

Recommend approval – no adverse comments.

El Paso Water

We have reviewed the rezoning referenced above and provide the following comments:

El Paso Water (EPWater) does not object to this request.

Water:

There is an existing 6-inch diameter water main that extends along the south side of Golden Hill Terrace approximately 16-feet north of and parallel to the southern right-of-way line of Golden Hill Terrace. This water main is available for service.

There is an existing 6-inch diameter water main that extends along the north side of Arizona Ave., approximately 18-feet south of and parallel to the northern right-of-way line of Golden Hill Terrace. This water main is available for service.

EPWater records indicate there is two 1-inch meters serving the subject properties, 1519 and 1525 Golden Hill Terrace, respectively.

Previous water pressure from fire hydrant #7418 located 390-feet south of the intersection of Golden Hill Terrace and Arizona Ave., has yielded a static pressure of 58 psi, a residual pressure of 56 psi, and a discharge of 1,061 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 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 along the north side of Golden Hill Terrace approximately 20-feet south of parallel to the northern right-of-way line of Golden Hill Terrace. This sanitary sewer main is available for service.

There is an existing 8-inch diameter sanitary sewer main that extends along the north side of Arizona Ave., approximately 36-feet south of and parallel to the northern right-of-way line

of Arizona Ave. This sanitary sewer main is available for service.

General:

An application for water and sanitary sewer services should be made 6 to 8 weeks prior to construction to ensure water for construction work. New service applications are available at 1154 Hawkins, 3rd floor. 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.

Streets and Maintenance Department

No TIA comments for this application.

Texas Department of Transportation

No comments - TxDOT

Sun Metro

No comments received

El Paso County Water Improvement District #1

Not within the boundaries of EPCWID1

911

The 911 District has no comments/concerns regarding this case

ATTACHMENT 4

8756
008783

AN ORDINANCE CHANGING THE ZONING
OF THE SOUTHERN PORTIONS OF LOTS 2 AND 3,
AND ALL OF LOTS 4 THROUGH 16, BLOCK 7, AND
LOTS 9 AND 10, BLOCK 8, GOLDEN HILLS TERRACE ADDITION; AND
THE NORTHERN PORTION OF LOTS 18, 19 AND 20,
BLOCK 81, FRANKLIN HEIGHTS ADDITION,
THE PENALTY BEING AS PROVIDED IN
SECTION 20.68.010 OF THE EL PASO CITY CODE

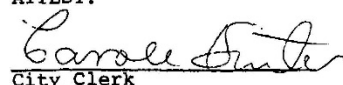
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the zoning of the southern portions of Lots 2 and 3, Block 7, Golden Hills Terrace Addition, as more particularly described by metes and bounds attached hereto as Exhibit "A", and all of Lots 4 through 16, Block 7, and Lots 9 and 10, Block 8, Golden Hills Terrace Addition; and the northern portion of Lots 18, 19, and 20, Block 81, Franklin Addition, as more particularly described by metes and bounds attached hereto as Exhibit "B," be changed from A-2 (Apartment) and R-5 (Residential) to A-4 (Apartment) 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 25 day of September, 1986.


Mayor

ATTEST:


City Clerk

APPROVED AS TO FORM:


Assistant City Attorney

APPROVED AS TO CONTENT:



Planning Department

Certify that the zoning map has been revised to
the amendment of ordinance #8783
Date 2-26-87

8756
008783

I CERTIFY THAT THE FOLLOWING ZONING MAPS

HAVE BEEN REVISED: L.D.

2-26-87 COUNTER
2-26-87 ORIGIN
2-26-87 Bldg. Inspection
2-26-87 CONTROL


CONTRACT (7-23-86)

Code No 86-5182

293
CHARTER-OPPOSE
SAT 143

THE STATE OF TEXAS)
COUNTY OF EL PASO)

CONTRACT

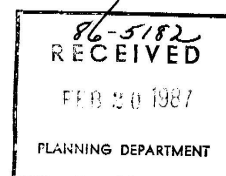
THIS CONTRACT, made this 23rd day of September, 1986, by and between LEONARD A. HALL, First Party, CORONADO BANK, ANN BRAND, MR. and MRS. ROBERT TAPIA, KELLE^{VEN}M K. MCINTYRE, and EL PASO FEDERAL SAVINGS & LOAN, Second Parties, and the CITY OF EL PASO, Third Party, witnesseth:

Application has been made to the City of El Paso for rezoning of the southern portion of Lots 2 and 3, Block 7, Golden Hills Terrace Addition, which is more particularly described by metes and bounds attached hereto as Exhibit "A," all of Lots 4 through 16, Block 7, Lots 9 and 10, Block 8, Golden Hills Terrace Addition, and the northern portion of Lots 18, 19, and 20, Block 81, Franklin Heights Addition, City and County of El Paso, Texas, which is more particularly described by metes and bounds in the attached Exhibit "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 A-2 (Apartment) and R-5 (Residential) to A-4 (Apartment) 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. The property shall only be used for a retirement center complex.
2. First Party must construct a pedestrian overpass across Arizona Street from ground level on the proposed site to ground level on the Medical Center side of Arizona Street. The pedestrian overpass is to be constructed approximately sixty (60) feet west of Golden Hill Terrace Addition.
3. A walkway must be constructed from the north end of the overpass down to the bus stop located at the northwest corner of Arizona Street and Golden Hill Terrace Addition, and a walkway up to the Medical Center ground level.
4. First Party must arrange with the property owner(s) on the north side of Arizona Street for the installation of the pedestrian overpass connecting to the Medical Center property.
5. Golden Hill Terrace must be paved to City standards.
6. Guardrails and handrails are required along Rio Grande Avenue.

Ord. # 8786 (9/23/86)



7. The City Plan Commission and the City Council shall have the right to restrict the height of any building(s) constructed on the property at the time the detailed site development plan is submitted to the City for approval.
8. Conditions #2 through #6 must be complied with prior to the issuance of any certificates of occupancy.

This agreement is a restriction, condition and covenant running with the land and a charge and servitude thereon, and shall bind First Party and his 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 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.

FIRST PARTY

Leonard A. Hall
LEONARD A. HALL

SECOND PARTIES
CORONADO BANK

By *Larry Sutton*
Title PRESIDENT

ATTEST:

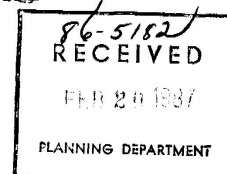
[Signature]
Secretary & Vice President

Ann Brand
ANN BRAND

Robert Tapia
MR. ROBERT TAPIA

Mrs. Robert Tapia
MRS. ROBERT TAPIA

Kellen K. McIntyre
KELLEN K. MCINTYRE
KCM



RESOLUTION

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

That the Mayor be authorized to sign a contract with LEONARD A. HALL, First Party, and CORONADO BANK, ANN BRAND, MR. and MRS. ROBERT TAPIA, KELLER K. MCINTYRE, EL PASO FEDERAL SAVINGS & LOAN, Second Parties, placing certain restrictions, conditions, and covenants on the property being rezoned by Ordinance No. 00878, more particularly described as the south portions of Lots 2 and 3, and all of Lots 4 through 16, Block 7; Lots 9 and 10, Block 8, Golden Hills, and the northern portion of Lots 18, 19 and 20, Block 81, Franklin Heights Addition (1500 Block of Arizona Avenue).

ADOPTED this 23rd day of September, 1986.

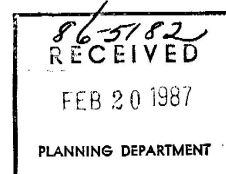
ATTEST:

Carole Hunter
City Clerk

Jonathan W. Rogers
Mayor

APPROVED AS TO FORM:

John M. [Signature]
Assistant City Attorney



EL PASO FEDERAL SAVINGS & LOAN

By [Signature]
Title PRESIDENT

ATTEST:
[Signature]
Secretary

THE CITY OF EL PASO

By [Signature]
Mayor

ATTEST:
[Signature]
City Clerk

APPROVED AS TO CONTENT:

[Signature]
Planning Department

APPROVED AS TO FORM:

[Signature]
Assistant City Attorney

THE STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 7th day
of OCTOBER, 1986, by LEONARD A HALL.

My Commission Expires:
8-26-89

[Signature]
Notary Public, State of Texas

THE STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 9 day
of January, 1989, by LARRY L. PATTON,
(Name)
President for CORONADO BANK.
(Title)

My Commission Expires:
9-18-89

[Signature]
Notary Public, State of Texas



PAULA A. GIBSON, Notary Public
In and for the State of Texas
My Commission Expires 9-18-89

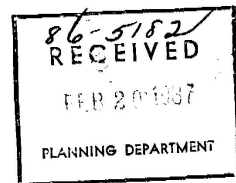
THE STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 6th day
of January, 1987 by ANN BRAND.

My Commission Expires:

[Signature]
Notary Public, State of Texas

PHILLIP DE WITT, Notary Public
In and for the State of Texas
My Commission Expires Aug. 6, 1989



THE STATE OF ~~TEXAS~~ ^{HAWAII} *HL*
COUNTY OF ~~EL PASO~~ ^{HONOLULU} *HL*

This instrument was acknowledged before me on this 2nd day
of February, 1986, by MR. ROBERT TAPIA, *HL* 87

My Commission Expires:

9-29-87

Laura Day
Notary Public, State of ~~Texas~~ ^{Hawaii} *HL*

THE STATE OF ~~TEXAS~~ ^{HAWAII} *HL*
COUNTY OF ~~EL PASO~~ ^{HONOLULU} *HL*

This instrument was acknowledged before me on this 2nd day
of February, 1986, by MRS. ROBERT TAPIA, *HL* 87

My Commission Expires:

9-29-87

Laura Day
Notary Public, State of ~~Texas~~ ^{Hawaii} *HL*

THE STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 12th day
of January, 1987, by Robert M. Payne,
(Name)
President for EL PASO FEDERAL SAVINGS & LOAN. ✓
(Title)

My Commission Expires:
BETTY D. DOYLE, Notary Public
in and for the State of Texas
My Commission Expires: June 26, 1989

Betty Doyle
Notary Public, State of Texas

THE STATE OF NEW MEXICO
COUNTY OF BERNALILLO

This instrument was acknowledged before me on this 19th day
of January, 1987, by KELLEN K. MCINTYRE,
HL

My Commission Expires:

August 1, 1987

Laurie Garza
Notary Public, State of NEW MEXICO

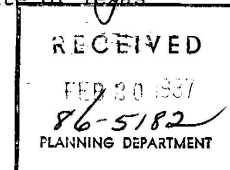
THE STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 23rd day
of September, 1986, by JONATHAN W. ROGERS, as Mayor
of the City of El Paso.

My Commission Expires:

4-30-88

Sharon Rodgers
Notary Public, State of Texas



Description of portions of Lots 2 and 3, Block 7, Golden Hill Terrace Addition, City of El Paso, El Paso County, Texas.

Metes and bounds description more particularly described as follows:

A line from a monument on the centerline intersection of Arizona Street and Pill Hill Road bears Southwesterly 6.00 feet and Southeasterly 224.30 feet along the Easterly line of Golden Hill Terrace (passing at 36.00 feet of the Northwestern corner of Lot 16, Block 7) and Northeasterly 305.25 feet along the Northerly line of Golden Hill Terrace and Northwesternly 37.40 feet along the Westerly line of Golden Hill Terrace to THE POINT OF BEGINNING;

THENCE, Northwesternly, 64.85 feet along the common line of Lots 3 and 4, Block 7;

THENCE, Northeasterly, 40.51 feet to a point on the Westerly line of Golden Hill Terrace;

THENCE, Southeasterly, 77.31 feet along the Westerly line of Golden Hill Terrace to THE POINT OF BEGINNING;

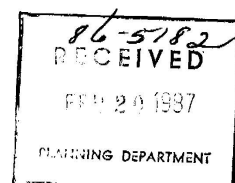
And said portions containing 1565.91 square feet of land, more or less.

Prepared by:

Perez & Associates
Consulting Engineers
El Paso, Texas
August 8, 1986
NP:rp

EXHIBIT "A"

86-5782



Description of portions of Lots 2 and 3, Block 7, Golden Hill Terrace Addition, City of El Paso, El Paso County, Texas.

Metes and bounds description more particularly described as follows:

A line from a monument on the centerline intersection of Arizona Street and Pill Hill Road bears Southwesterly 6.00 feet and Southeasterly 224.30 feet along the Easterly line of Golden Hill Terrace (passing at 36.00 feet of the Northwestern corner of Lot 16, Block 7) and Northeasterly 305.25 feet along the Northerly line of Golden Hill Terrace and Northwesterly 37.40 feet along the Westerly line of Golden Hill Terrace to THE POINT OF BEGINNING;

THENCE, Northwesterly, 64.85 feet along the common line of Lots 3 and 4, Block 7;

THENCE, Northeasterly, 40.51 feet to a point on the Westerly line of Golden Hill Terrace;

THENCE, Southeasterly, 77.31 feet along the Westerly line of Golden Hill Terrace to THE POINT OF BEGINNING;

And said portions containing 1565.91 square feet of land, more or less.

Prepared by:

Perez & Associates
Consulting Engineers
El Paso, Texas
August 8, 1986
NP:rp

EXHIBIT "A"

86-5782

008783

CONTRACT (9-26-86)

SLT 2 of 3
Case No. 86-5782

Description of portions of Lots 18, 19 and 20, Block 81, Franklin Heights Addition, City of El Paso, El Paso County, Texas.

Metes and bounds description more particularly described as follows:

A line from a monument on the centerline intersection of Arizona Street and Pill Hill Road bears Southwesterly 76.00 feet and Southeasterly 174.00 feet along the Westerly line of Golden Hill Terrace to a point on the Southerly line of an 18.00 foot alley and said point being the Northeasterly corner of Lot 20, Block 81 and THE POINT OF BEGINNING;

THENCE, Southeasterly, 64.00 feet along the Westerly line of Golden Hill Terrace;

THENCE, Southwesterly, 64.00 feet;

THENCE, Northwesterly, 64.00 feet to a point on the Southerly line of an 18.00 foot alley;

THENCE, Northeasterly, 64.00 feet along the Southerly line of an 18.00 foot alley to THE POINT OF BEGINNING;

And said portions containing 4096.00 square feet of land, more or less.

Prepared by:

Perez & Associates
Consulting Engineers
El Paso, Texas
August 8, 1986
NP:rp

EXHIBIT "B"

86-5182

005783

CONTRACT (9-23-86)

Sh 3 of 3
Case No. 86-5182

Description of portions of Lots 18, 19 and 20, Block 81, Franklin Heights Addition, City of El Paso, El Paso County, Texas.

Metes and bounds description more particularly described as follows:

A line from a monument on the centerline intersection of Arizona Street and Pill Hill Road bears Southwesterly 76.00 feet and Southeasterly 174.00 feet along the Westerly line of Golden Hill Terrace to a point on the Southerly line of an 18.00 foot alley and said point being the Northeasterly corner of Lot 20, Block 81 and THE POINT OF BEGINNING;

THENCE, Southeasterly, 64.00 feet along the Westerly line of Golden Hill Terrace;

THENCE, Southwesterly, 64.00 feet;

THENCE, Northwesterly, 64.00 feet to a point on the Southerly line of an 18.00 foot alley;

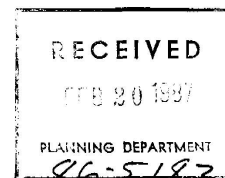
THENCE, Northeasterly, 64.00 feet along the Southerly line of an 18.00 foot alley to THE POINT OF BEGINNING;

And said portions containing 4096.00 square feet of land, more or less.

Prepared by:

Perez & Associates
Consulting Engineers
El Paso, Texas
August 8, 1986
NP:rp

EXHIBIT "B"





1519 & 1525 Golden Hill Terrace St. Condition Release

PZCR21-00001

Strategic Goal 3.

Promote the Visual Image of
El Paso



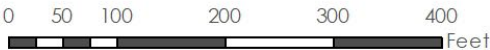
Aerial



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.



Subject Property



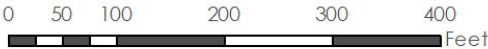
Future Land Use

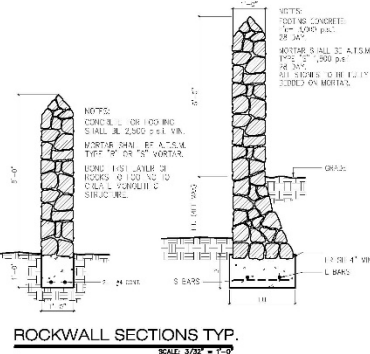
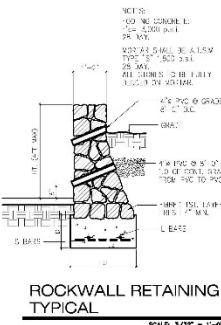
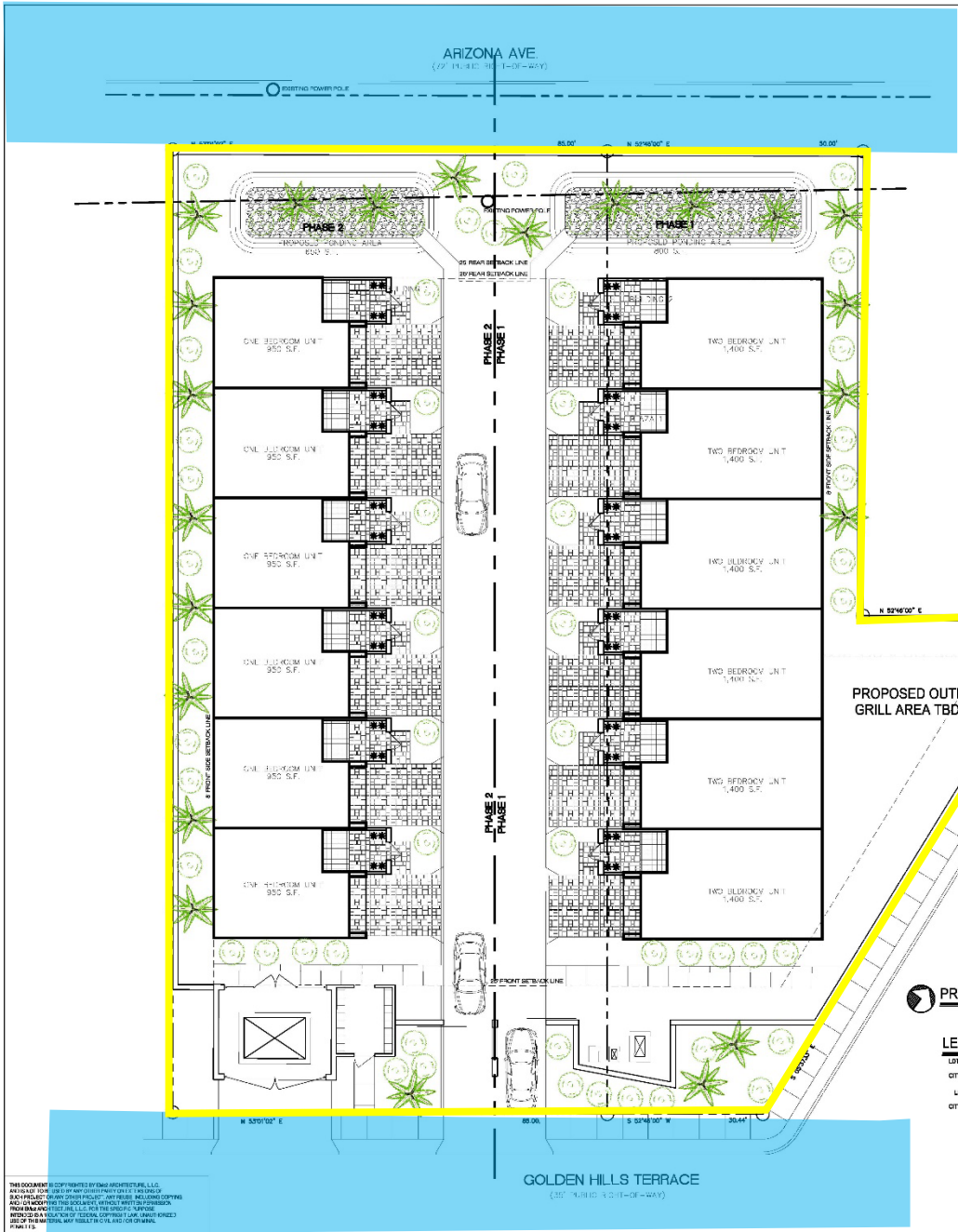


This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



Subject Property





HT.	LU	P1	P2	SF O.T.	SF SL	D	L BARS	S BARS
1'-0"	1'-0"	882	882	-	-	1'-0"	2 #4	#4 #624\"/>

PROPOSED SITE PLAN
SCALE: 1\"/>

LEGAL DESCRIPTION
LOT 4, 5, 6 & A PORTION OF LOTS 2 & 3,
BLOCK 7, GOLDEN HILLS ADDITION,
CITY OF EL PASO, EL PASO COUNTY, TEXAS

LOT 5, 6, 7 & THE EAST 1/2 OF LOT 8,
BLOCK 7, GOLDEN HILLS ADDITION,
CITY OF EL PASO, EL PASO COUNTY, TEXAS

REVISIONS	PROJECT'S NAME	ARCHITECT'S SEAL	SHEET NUMBER
<div> <div>REVISION</div> <div>DATE</div> <div>BY</div> <div>APP'D BY</div> </div>	<div> <div>PROPOSED NEW TOWNHOME UNITS FOR:</div> <div>GOLDEN HILLS TERRACE</div> <div>EL PASO, TEXAS 79902</div> </div>	<div> <div>ARCHITECT'S SEAL</div> <div>EMC2</div> </div>	<div> <div>SHEET NUMBER</div> <div>PROPOSED SITE PLAN</div> <div>A-1</div> </div>
SHT. 1 OF 3			

Conceptual Site Plan





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	ARCHITECT'S SEAL	PROJECT'S NAME	PROPOSED NEW TOWNHOME UNITS FOR: GOLDEN HILLS TERRACE 1519 & 1525 GOLDEN HILLS TERRACE EL PASO, TEXAS 79902	PROJECT NO. _____ PROJECT SHEET: _____ DRAWING BY: _____ DATE: _____	REVISIONS _____ _____ _____ _____
	SHEET NUMBER		PROPOSED ELEVATION		
	A-3				
	SHT. 3 OF 3				



Conceptual Elevations



Current conditions per Ordinance No. 8786, dated September 23, 1986:

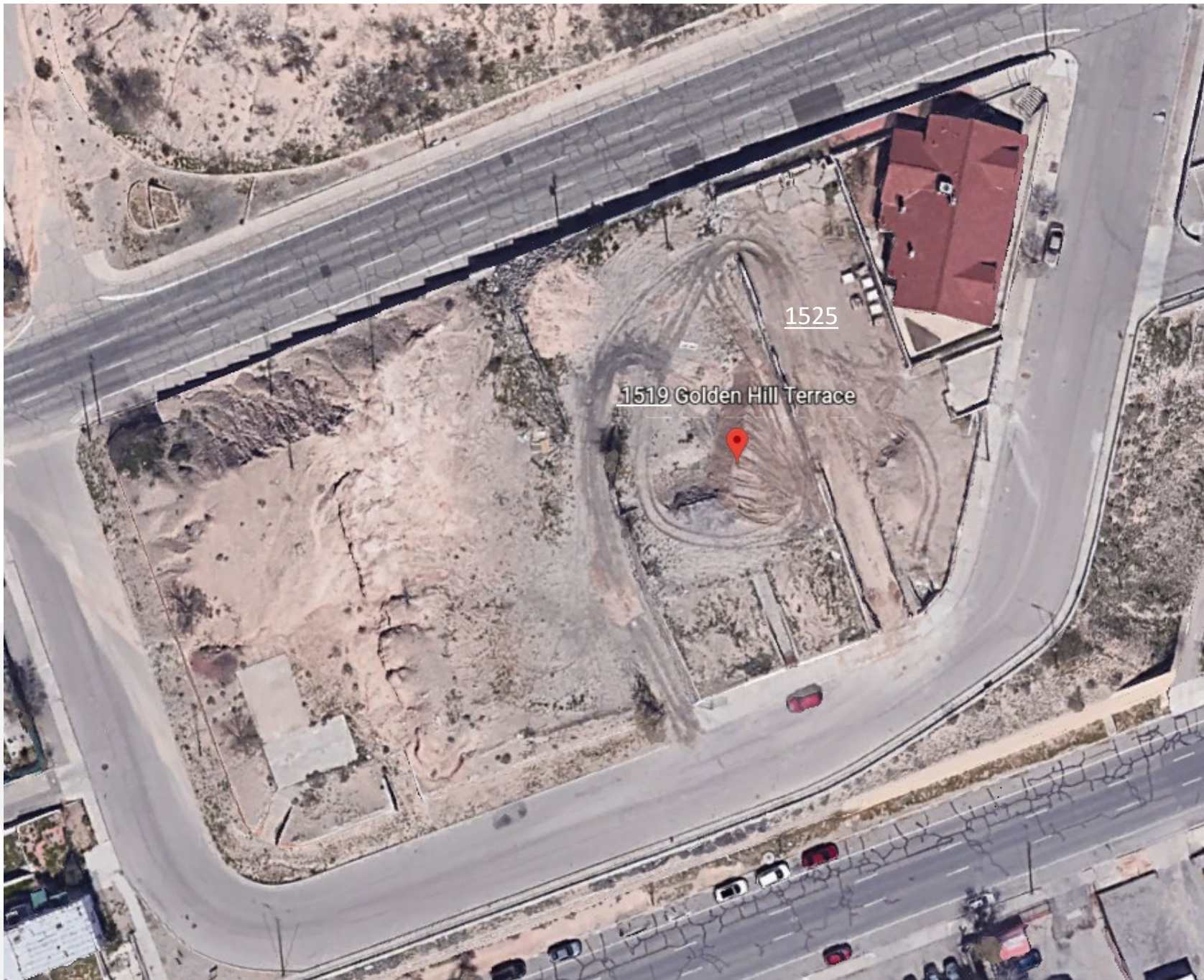


1. *The property shall only be used for a retirement center complex.*
2. *First Party must construct a pedestrian overpass across Arizona Street from ground level on the proposed site to ground level on the Medical Center side of Arizona Street. The pedestrian overpass is to be constructed approximately sixty (60) feet west of Golden Hill Terrace Addition.*
3. *A walkway must be constructed from the north end of the overpass down to the bus stop located at the northwest corner of Arizona Street and Golden Hill Terrace Addition, and a walkway up to the Medical Center ground level.*
4. *First Party must arrange with the property owner(s) on the north side of Arizona Street for the installation of the pedestrian overpass connecting to the Medical Center property.*
5. *Golden Hill Terrace must be paved to City standards.*
6. *Guardrails and handrails are required along Rio Grande Avenue.*
7. *The City Plan Commission and the City Council shall have the right to restrict the height of any building(s) constructed on the property at the time the detailed site development plan is submitted to the City for approval.*
8. *Conditions #2 through #6 must be complied with prior to the issuance of any certificates of occupancy.*

Condition Release

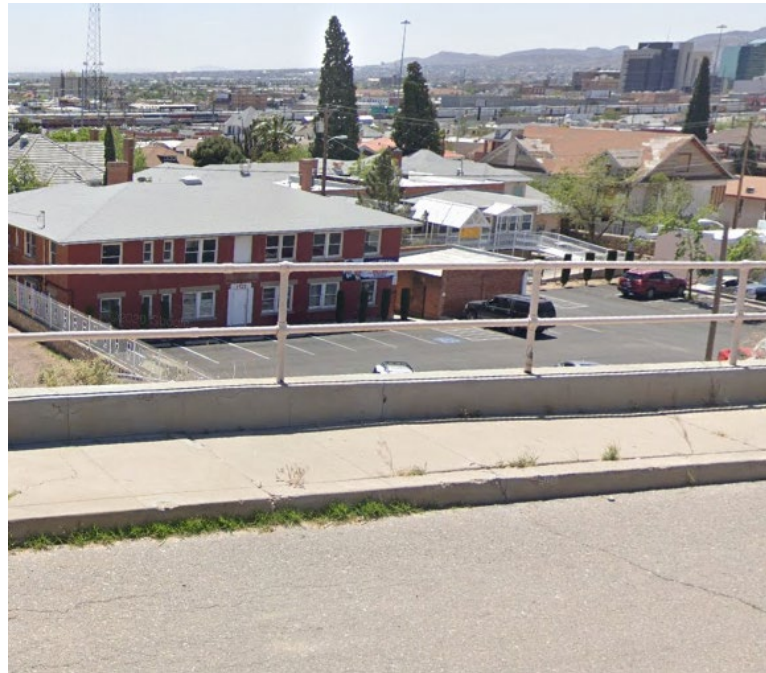
Evaluation of Condition Release Request

- The applicant is proposing to develop the subject property to be used as apartments, which is a permitted use in the A-4 (Apartment) zone district
- The subject property is surrounded by similar uses, apartment zone districts, most of the conditions have been met or are no longer applicable, or are no longer necessary to protect the health, safety, and welfare of the established neighborhood.
- The proposed residential uses shall demonstrate compliance with all El Paso City Code requirements prior to the issuance of a certificate of occupancy.



Subject Properties

Surrounding Development



N



W

S



Public Input

- Notices were mailed to property owners within 300 feet on November 30, 2021.
- The Planning Division has received one (1) phone call of inquiry, but no communications in support nor opposition to the request.



Recommendation

- Staff recommends approval of the condition release 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



Legislation Text

File #: 22-345, 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 4

Streets and Maintenance, Hannah Allen, (915) 212-0118

AGENDA LANGUAGE:

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

An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.030 (Schedule III - Parking Prohibited at all times on certain streets) of the City Code, to add paragraph 387 to prohibit parking on certain portions of Schwarzkopf Drive; the penalty being provided in Chapter 12.84 of the El Paso City Code.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: March 29, 2022
PUBLIC HEARING DATE: April 12, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Hannah Adele Allen (Williams), (915) 212-0118

DISTRICT(S) AFFECTED: 4

STRATEGIC GOAL: 7 – Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: 7.3 – Enhance a regional comprehensive transportation system

SUBJECT:

Amend Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.030 (Schedule III – Parking Prohibited at all times on certain streets) of the City Code, to add paragraph 387 to prohibit parking on certain portions of Schwarzkopf Drive; the penalty being provided in Chapter 12.84 of the El Paso City Code.

BACKGROUND / DISCUSSION:

The Streets and Maintenance Department received a request from a constituent to repaint the faded red curb (fire lane) along Schwarzkopf Drive. Upon investigation, the Streets and Maintenance and Fire Departments did not find any supporting files of the existing fire lane (signs and red curb) on record.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Streets and Maintenance

SECONDARY DEPARTMENT: N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



Richard Bristol, Streets and Maintenance Director

3-21-22

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.030 (SCHEDULE III – PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS) OF THE CITY CODE, TO ADD PARAGRAPH 387 TO PROHIBIT PARKING ON CERTAIN PORTIONS OF SCHWARZKOPF DRIVE; THE PENALTY BEING PROVIDED IN CHAPTER 12.84 OF THE EL PASO CITY CODE.

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

SECTION 1. That Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.030 (Schedule III – Parking prohibited at all times on certain streets), is hereby amended to add Paragraph 387 as follows:

387. Schwarzkopf Drive, at the western intersection with Collin Powell Avenue along the east curb line, north for 198 feet; thence east for 1,150 feet along the curb line; thence south for 198 feet along the curb line to the eastern intersection with Colin Powell Avenue.

SECTION 2. Except as herein amended, Title 12 of the El Paso City Code shall remain in full force and effect.

ADOPTED this ____ day of _____, 2022.

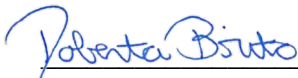
CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:

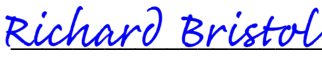
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Richard Bristol, Director
Streets & Maintenance Department



Ordinance Amending Title 12.88.030

Parking Prohibited at All Times on Certain Streets

Schwarzkopf Drive

City Council

Introduction: March 29, 2022

Public Hearing: April 12, 2022

District: 4



Strategic Plan Goal

- 7 – Enhance and Sustain El Paso’s Infrastructure Network
 - 7.3 – Enhance a regional comprehensive transportation system

No prior council history.

NO
PARKING
ANY
TIME



Purpose of Amendment

The Streets and Maintenance Department received a request from a constituent to repaint the faded red curb along Schwarzkopf Drive.

Investigation Results:

- Streets and Maintenance:
 - No supporting files on record
- El Paso Fire Department:
 - Cannot find any type of enforcement case, records, or supporting documents on the fire lane
 - Do not enforce residential streets



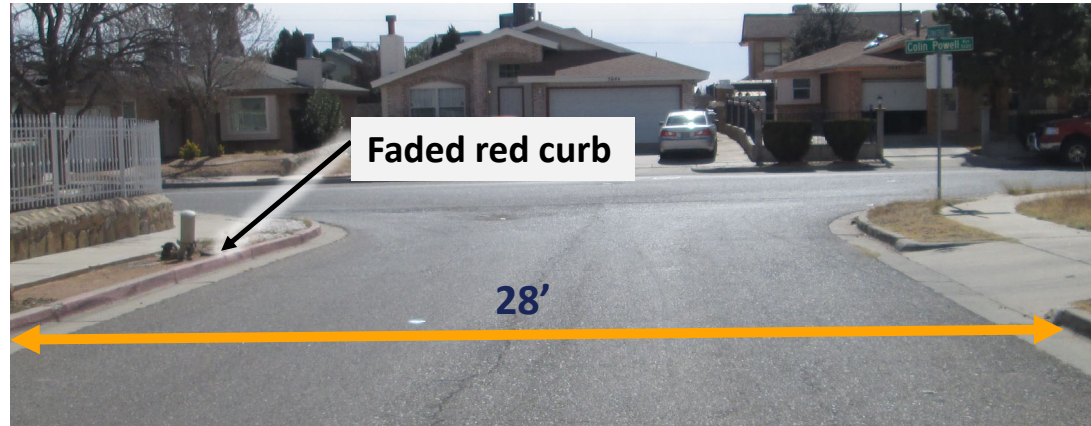
NO PARKING
AT ANY TIME
FIRE
LANE



TOW-AWAY ZONE

Existing Conditions

- No Parking At Any Time Fire Lane signage
- Curb painted red (faded)
- 28' width



12.88.030 Amendment

Proposed Conditions

REPLACE
red curb and



WITH
yellow curb and



Benefits:

- Clear path of travel for emergency vehicles
 - Increase visibility for all road users

Staff recommends approval.

Requested Council Action



Amend Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.030 (Schedule III – Parking Prohibited at all times on certain streets) of the City Code, to add paragraph 387 to prohibit parking on certain portions of Schwarzkopf Drive; the penalty being provided in Chapter 12.84 of the El Paso City Code.

Add:

387. Schwarzkopf Drive, at the western intersection with Collin Powell Avenue along the east curb line, north for 198 feet; thence east for 1,150 feet along the curb line; thence south for 198 feet along the curb line to the eastern intersection with Colin Powell Avenue.



12.88.030 Amendment



Mission

Deliver exceptional services to support a high quality of life and place for our community



Values

Integrity, **R**espect, **E**xcellence,
Accountability, **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,
Responsabilidad, **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





Legislation Text

File #: 22-426, 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

Communication and Public Affairs, Laura Cruz-Acosta, (915) 212-1071

AGENDA LANGUAGE:

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

Discussion and action on an amendment to the resolution establishing the City of El Paso Ad Hoc Charter Advisory Committee in response to Council action on March 29, 2022, directing the City Manager to admit one representative of the American Federation of State County and Municipal Employees Local 59 as an ex-officio member.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: Office of Strategic Communications

AGENDA DATE: April 12, 2022

CONTACT PERSON NAME AND PHONE NUMBER:

Laura Cruz-Acosta, Strategic Communications Director – 915-212-1071

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: #5 – Promote transparent and consistent communication amongst all members of the community. #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 an amendment to the resolution establishing the City of El Paso Ad Hoc Charter Advisory Committee in response to Council action on March 29, 2022, directing the City Manager to admit one representative of the American Federation of State County and Municipal Employees Local 59 as an ex-officio member.

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?

On January 18, 2022, the City Council established the City of El Paso Ad Hoc Charter Advisory Committee to review and advise on potential amendments to the City Charter for the November 8, 2022 election, which began its work on February 24, 2022;

On March 29, 2022, City Council directed the City Manager to admit one representative of the American Federation of State County and Municipal Employees ("AFSCME") Local 59 as an additional member of the Ad Hoc Charter Advisory Committee to be a technical advisor and to have that modification come back to council in two weeks.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? Yes

The original Resolution activating the Ad Hoc Charter Advisory Committee was approved on January 18, 2022.

AMOUNT AND SOURCE OF FUNDING:

What is the source of funding? What is the amount? Is there a current appropriation? Does it require a budget transfer? Are there continuing costs? How long and for what amount?

N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

WHEREAS, on January 18, 2022, the City Council established the City of El Paso Ad Hoc Charter Advisory Committee to review and advise on potential amendments to the City Charter for the November 8, 2022 election, which began its work on February 24, 2022;

WHEREAS, on March 29, 2022, City Council directed the City Manager to admit one representative or the American Federation of State County and Municipal Employees (“AFSCME”) Local 59 as an additional member of the Ad Hoc Charter Advisory Committee to be a technical advisor and to have that modification come back to council in two weeks.

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

THAT paragraph 1 of the January 18, 2022 Resolution establishing the City of El Paso Ad Hoc Charter Advisory Committee be revised to read as follows:

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). That a non-voting, ex-officio member will be appointed to the Committee who is a current City employee and member of American Federation of State County and Municipal Employees (“AFSCME”) Local 59.

DATED this _____ day of _____, 2022.

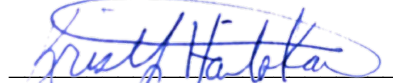
CITY OF EL PASO

Oscar Leaser, Mayor

ATTEST:

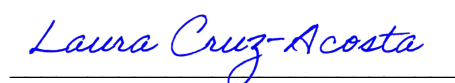
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Kristen L. Hamilton-Karam
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Laura Cruz Acosta
Strategic Communications Director



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-401, 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, Lindsey Adams, (915) 212-1622

Economic and International Development, Elizabeth Triggs, (915) 212-1679

AGENDA LANGUAGE:

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

Discussion and action on the FY 23 Community Project Funding requests to be submitted for consideration through the House Appropriations Committee process.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: April 12, 2022
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Lindsey Adams, 915-212-1622
Elizabeth Triggs, 915-212-1679

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 6: Set the Standard for Sound Governance and Fiscal Management

SUBGOAL: N/A

SUBJECT:

Discussion and Action on the FY 23 Community Project Funding requests to be submitted for consideration through the House Appropriations Committee process.

BACKGROUND / DISCUSSION:

The House Committee on Appropriations will be accepting applications for appropriations requests for FY 2023 from Members of Congress. This funding allows for eligible projects in the El Paso region to be considered for funding allocations.

The City of El Paso has previously been awarded projects via this process in FY 2022. These projects include:

- \$1 million to the City of El Paso for the Paso Del Norte Trail
- \$525,000 to the City of El Paso for the El Paso Police Department BodyWorn Camera Program

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Economic & International Development

SECONDARY DEPARTMENT: N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



Elizabeth Triggs,
Director, Economic & International Development



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-430, 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, K. Nicole Cote, (915) 212-1092

AGENDA LANGUAGE:

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

Presentation, discussion and action related to a Resolution authorizing the City Manager or his designee to approve a one-time payment to non-uniform new hires as part of the recruitment incentive pilot, and a compensation increase for non-uniformed full-time, part-time, temporary employees that increases the City's minimum wage to \$11.11 per hour.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: April 12, 2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER: K. Nicole Cote, City Manager's Office (915) 212-1092

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: 6. Set the Standard for Sound Governance and Fiscal Management

SUBGOAL: N/A

SUBJECT: Presentation, discussion and action related to a resolution authorizing the City Manager or his designee to approve for a one-time payment to non-uniform new hires as part of the recruitment incentive pilot, and a compensation increase for non-uniformed full-time, part-time, temporary employees that increases the City's minimum wage to \$11.11 per hour.

BACKGROUND / DISCUSSION:

Presentation, discussion and action related to:

1. A resolution authorizing the City Manager or his designee to approve a one-time payment to non-uniform new hires as part of the recruitment incentive pilot as follows:
 - a. A \$1,000 sign-on incentive for all non-uniform full-time, part-time and temporary employees who are hired on or between April 10, 2022, and August 31, 2022, to be distributed as follows:
 - i. a one-time payment of \$500 at the start of employment; and
 - ii. an additional one-time payment of \$500 to be disbursed at the end of the employee's successful completion of their 6-month probationary period with no documented attendance or disciplinary issues;
 - b. This policy does not apply to the following:
 - i. Subcontractors and/or independent consultants;
 - ii. Elected Officials
 - iii. Current City of El Paso employees;
 - iv. Previous City of El Paso employees who terminated within three months of the current hire date.,
 - c. The incentive recruitment pilot shall be effective from April 10, 2022 through August 31, 2022.
 - d. The sign-on incentive recruitment payment shall be paid in a pay period following the employee's having met the criteria designated in this Resolution and in accordance with the process established by the City's Human Resources Department.
 - e. Employee must be an active employee on the date of payment.

- f. Individuals hired between April 10, 2022, and August 31, 2022, will receive \$500 after their first 30 days of employment provided there are no documented attendance or disciplinary issues.
 - g. This sign-on incentive recruitment payment will not be considered earned wages or compensation for purposes of pensionability.
 - h. This sign-on incentive recruitment payment shall be subject to the availability of funds and other management factors as determined by the City Manager.
2. A resolution authorizing the City Manager or his designee to approve a compensation increase for non-uniformed full-time, part-time and temporary employees to be disbursed to the following positions and job pay grades as defined in Ordinance 8064 and associated job specifications:
- a. This hereby establishes the City's minimum wage to be \$11.11 per hour. All pay ranges and job classifications will be increased accordingly.
 - b. An increase of \$0.75 per hour, or a minimum of 1.5 %, whichever is greater, for all non-uniform employees.
 - c. This increase in compensation shall be paid starting on the May 22, 2022, pay period, and in accordance with the processes established by the City's Human Resources Department.
 - d. This increase in compensation will be based on the hourly rate as of May 22, 2022, of the positions identified herein. Employees must be of active status as of May 22, 2022, to receive this pay increase; provided however, that the City Manager may approve this increase in compensation based on the availability of funds and other management factors as determined by the City Manager.

PRIOR COUNCIL ACTION: N/A


AMOUNT AND SOURCE OF FUNDING: All Funds

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: City Manager's Office - Office of Management and Budget

SECONDARY DEPARTMENT: All City

*******REQUIRED AUTHORIZATION*******

DEPARTMENT HEAD: 

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

WHEREAS, on August 24, 2021, pursuant to Section 7.3 of the City of El Paso municipal code, the City Council approved the FY2022 City budget by resolution (“Budget Resolution”); and

WHEREAS, the Budget Resolution authorizes the City Manager or his designee to approve a one-time payment to non-uniformed new hires, subject to availability of funds as determined and authorized by the City Manager or his designee.

WHEREAS, the Budget Resolution authorizes the City Manager or his designee to approve employee pay increases for non-uniformed employees on the date or dates established by the City Manager subject to the availability of funding for such purposes in FY 2022.

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

1. **THAT**, the City Manager or his designee is authorized to approve a one-time payment to non-uniform new hires as part of the recruitment incentive pilot, as follows:
 - a. A \$1,000 sign-on incentive for all non-uniform, full-time, part-time, and temporary employees who are hired on or between April 10, 2022, and August 31, 2022, to be distributed as follows:
 - i. a one-time payment of \$500 at the start of employment; and
 - ii. an additional one-time payment of \$500 to be disbursed at the end of the employee’s successful completion of their 6-month probationary period with no documented attendance or disciplinary issues;
 - b. This policy does not apply to the following:
 - i. Subcontractors and/or independent consultants;
 - ii. Elected Officials
 - iii. Current City of El Paso employees;
 - iv. Previous City of El Paso employees who terminated within three months of the current hire date.,
 - c. The incentive recruitment pilot shall be effective from April 10, 2022, through August 31, 2022.
 - d. The sign-on incentive recruitment payment shall be paid in a pay period following the employee’s having met the criteria designated in this Resolution and in accordance with the process established by the City’s Human Resources Department.
 - e. Employee must be an active employee on the date of payment.
 - f. Individuals hired between April 10, 2022 and August 31, 2022 will receive \$500 after their first 30 days of employment provided there are no documented attendance or disciplinary issues.

- g. This sign-on incentive recruitment payment will not be considered earned wages or compensation for purposes of pensionability.
 - h. This sign-on incentive recruitment payment shall be subject to the availability of funds and other management factors as determined by the City Manager.
2. **THAT**, the City Manager or his designee authorizes and approves a compensation increase for non-uniformed full-time, part-time and temporary employees as follows:
- a. This resolution hereby establishes the City's minimum wage at \$11.11 per hour. All pay ranges and job classifications will be increased accordingly.
 - b. An increase of \$0.75 per hour, or a minimum of 1.5 %, whichever is greater, for all non-uniform employees.
 - c. This increase in compensation shall be paid starting on the May 22, 2022 pay period, and in accordance with the processes established by the City's Human Resources Department.
 - d. This increase in compensation will be based on the hourly rate as of May 22, 2022 of the positions identified herein. Employees must be of active status as of May 22, 2022 to receive this pay increase; provided however, that the City Manager may approve this increase in compensation based on the availability of funds and other management factors as determined by the City Manager.
3. **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 such purpose.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

APPROVED this _____ day of _____, 2022.

CITY OF EL PASO

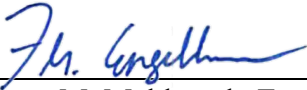
Oscar Leeser
Mayor

ATTEST:

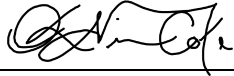
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Frances M. Maldonado Engelbaum
Assistant City Attorney



K. Nicole Cote, Director
Office of Management & Budget



Legislation Text

File #: 22-398, 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, Sam Rodriguez, (915) 212-1845

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 the City Manager be authorized to sign a two year On-Call Agreement for Professional Services for Project Management Services on a task by task basis by and between the City of El Paso and each of the following four (4) consultants:

1. Abacus PM, Inc.
2. Broaddus & Associates, Inc.
3. DE Corp.
4. ECM International, Inc.

Each On Call Agreement will be for an amount not to exceed One Million and No/00 Dollars (\$1,000,000.00). In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: April 12, 2022
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director
and City Engineer, (915) 212-1845

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:

A resolution that the City Manager be authorized to sign a two year On-Call Agreement for Professional Services for Project Management Services on a task by task basis by and between the City of El Paso and each of the following four (4) consultants:

1. Abacus PM, Inc.
2. Broaddus & Associates, Inc.
3. DE Corp.
4. ECM International, Inc.

Each On Call Agreement will be for an amount not to exceed One Million and No/00 Dollars (\$1,000,000.00). In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

BACKGROUND / DISCUSSION:

The on call agreement for professional services to provide Project Management Services assists the Capital Improvement, Streets and Maintenance Department, and user departments to expedite and complete tasks for projects. City Council approved the previous two year on call agreements for Project Management Services on March 03, 2020, these agreements expired on March 02, 2022. The new agreements will be for a two year term for an amount not to exceed \$1,000,000.

SELECTION SUMMARY:

See attached

CONTRACT VARIANCE:

N/A

PROTEST

N/A

PRIOR COUNCIL ACTION:

March 03, 2020 - City Council approved a two year on call agreement for professional services to perform project management services on a task-by-task basis

AMOUNT AND SOURCE OF FUNDING:

Capital Plans, bond programs

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT: N/A

*******REQUIRED AUTHORIZATION*******

DEPARTMENT HEAD:

Jerry DeMuro/for

Sam Rodriguez, Chief Operations and Transportation Officer,
Aviation Director and City Engineer

RESOLUTION

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

That the City Manager, or designee, be authorized to sign a two year On-Call Agreement for Professional Services to perform Project Management services on a task order basis between the City of El Paso and each of the following four (4) consultants:

1. Abacus Project Management, Inc.
2. Broaddus & Associates, Inc.
3. DE Corp.
4. ECM International Inc.

Each On-Call Agreement will be for an amount not to exceed One Million and No/00 Dollars (\$1,000,000.00). In addition, the City Manager, or designee, is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

APPROVED this _____ day of _____ 2022.


CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

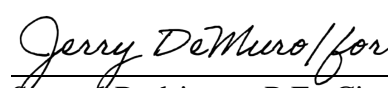
Laura Prine
City Clerk

APPROVED AS TO FORM:



Josette Flores
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E., City Engineer
Capital Improvement Department

CITY OF EL PASO A/E SELECTION SCORESHEET

Rater	SOLICITATION #2022-0415R ON CALL PROFESSIONAL SERVICES - PROJECT MANAGEMENT							
	ABACUS	BROADDUS & ASSOCIATES	COUNTRYMA N & CO.	DE CORP.	ECM INTERNATI ONAL	HUITT ZOLLARS	NURAAMI	PARAGON
Rater 1	60	55	72	71	68	58	54	54
Rater 2	68	75	73	77	81	71	63	63
Rater 3	59	69	65	67	63	64	59	54
Rater 4	74	73	63	71	73	72	62	70
Rater 5	63	66	36	65	65	43	43	58
References	8	10	3	8	8	9	10	8
TOTAL SCORE	332	348	312	359	358	317	291	307

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

ON-CALL
AGREEMENT FOR
PROFESSIONAL SERVICES

This Agreement (“**Agreement**”) is made this ____ day of _____, 2022 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and Abacus Project Management, Inc., an Arizona Corporation, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional Project Management services on a task order basis through the use of “**Task Orders**” referencing this Agreement, the scope of which is further described in **Attachment “A”**; and

WHEREAS, the Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances;

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I
ATTACHMENTS**

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Intentionally Deleted
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

**ARTICLE II
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project (“**Project**”) and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment “A”**.

2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

- 2.3** The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.
- 2.4** The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each task order. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.
- 2.5** The Owner hereby designates the City Engineer of the City of El Paso ("**City Engineer**") as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **ONE MILLION AND NO/00 DOLLARS (\$1,000,000.00)** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for each Project shall be pursuant to the Consultant's fee proposal at the rates which is attached hereto as **Attachment "B"**.

Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 INTENTIONALLY DELETED.

3.3 CONSULTANT'S INVOICES. For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety (90) days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date ("**Consulting Summary**"). In addition to the Consulting

Summary, each invoice shall provide a “**Progress Report**”. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

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

3.4 PROJECT BUDGET. The Consultant acknowledges that the budget and time for each Project will be identified in each Task Order.

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

ARTICLE IV PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) for a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant’s services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable

expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

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

4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

“The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured.”

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the

Consultant'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 operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

a) **COMMERCIAL GENERAL LIABILITY**

\$1,000,000.00 Per Occurrence

\$2,000,000.00 General Aggregate

\$2,000,000.00 Products/Completed Operations Aggregate

\$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate

\$1,000,000.00

\$1,000,000.00 per occurrence

c) **AUTOMOBILE LIABILITY**

Combined Single Limit

\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Contract.

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

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

Further, all policies 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 City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty, express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

ARTICLE VI FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable 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 Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any federal and state agency, the laws

of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner the “**Progress Report**” and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “Consultant”) agrees as follows:

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant’s noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment “D”**. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment “D”**.

7.2 INTENTIONALLY DELETED.

7.3 CONSULTANT’S QUALITY OF WORK. The Owner’s review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant’s services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment “D”** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the “Instruments of Service”) are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the

Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

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

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

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

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

7.7 VENUE. For the 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.

7.8 GOVERNING LAW. The Consultant shall comply with applicable federal, state and local laws and ordinances applicable to the work contemplated herein.

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

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

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

To the Owner: 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: City Engineer
P.O. Box 1890
El Paso, Texas 79950-1890

To the Consultant: Abacus Project Management, Inc.
Attn: Adam Brill, Principal
740 Castile Ave.
El Paso, TX 79912

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

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

7.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

7.14 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

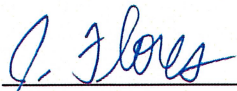
WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

(Signatures on the following pages)

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., City Engineer
Capital Improvement Department

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2022,
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures continue on following page)

CONSULTANT:
ABACUS PROJECT MANAGEMENT INC.

Adam A. Brill

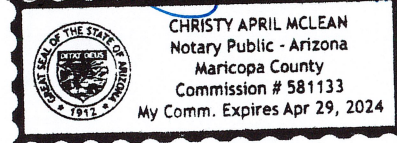
By: Adam Brill
Title: Principal

(Acknowledgment)

Arizona
THE STATE OF ~~TEXAS~~ §
Maricopa §
COUNTY OF ~~EL PASO~~ §

This instrument was acknowledged before me on this 23rd day of March, 2022,
by Adam Brill, as Principal of Abacus Project Management, Inc.

Christy April McLean
Notary Public, State of ~~Texas~~ Arizona



My commission expires:

Apr 29, 2024

**ATTACHMENT “A”
SCOPE OF SERVICES**

ATTACHMENT A SCOPE OF SERVICES

Projects will be issued on a task order basis; services will include but are not limited to the following:

Planning and Design Services

- Develop requests for qualifications for architect, engineering, design, and construction management services.
- Coordinate and participate in pre-proposal meetings.
- Evaluate Statements of Qualifications (SOQs) and negotiate fee proposals for architect, engineering, design, and construction management services.
- Develop and monitor project schedules and budgets.
- Meet with A/E consultants and user department(s) and other stakeholders to define project requirements and develop project charters.
- Ensure A/E consultants develop and monitor a project risk management plan that identifies risks to successful completion of the project scope on time and within budget.
- Ensure A/E consultants develop and implement a project Quality Assurance/Quality Control Plan.
- Coordinate and participate in project progress and review meetings.
- Coordinate public outreach with Public Information Office, attend community meetings, and respond to citizen/media inquiries.
- Coordinate review of project planning documents, reports, studies, surveys, and design plans and specifications and resolution of user group and utility provider comments.
- Review and validate construction cost estimates prepared by A/E Consultants.
- Review and evaluate value engineering recommendations with user group to ensure all project requirements and schedules can be met.
- Review constructability of design alternatives, and recommend appropriate alternative; coordinate reviews as appropriate with design consultant(s) and user groups.
- Identify, evaluate, and recommend construction delivery and contractor selection methods
- Ensure bidding documents are complete; coordinate procurement with Purchasing and Strategic Sourcing.
- Coordinate consultant responses to contractor inquiries during bidding and develop contract amendments as appropriate.
- Review and recommend approval of construction bids
- Negotiate and recommend approval of construction guaranteed maximum price proposals.
- Perform project and contract administration and progress reporting.
- Review and recommend actions for A/E invoices and change order requests.
- Establish and maintain project records; develop responses for public records requests and requests from City Council Representatives.
- Control access to Security Sensitive Information

Construction

- Serve as the Owner's representative for construction; identify and make recommendations for approaches deviating from design documents, specifications and standards.
- Administer all phases of construction contracts from on-site mobilization, submittal reviews, change administration, project control, and closeout; ensure contractor compliance with construction contract requirements.
- Ensure compliance with plans and specifications and the City of El Paso's Capital Improvement Department Construction Document Guidelines.
- Provide on-site construction oversight.
- Stakeholder coordination during construction, including project design teams where substantive design changes are requested during construction and/or to respond to requests for information/clarification/deviation.
- Ensure timely responses to contractor inquiries as required from project stakeholders.
- Perform pre-construction/readiness reviews; schedule and lead regular construction progress meetings.
- Perform construction inspections and provide quality oversight; coordinate materials testing and verify acceptability of test results.
- Validate contractor schedules and cost estimates; monitor/report project progress and scope, schedule, and budget performance.
- Coordinate access, security, and construction with user groups.
- Review and disposition construction submittals, including shop drawings, technical data, samples, etc., requests for information/change/deviation.
- Review/approve progress payment applications.
- Develop and recommend schedule and budget recovery measures as necessary.
- Negotiate change orders, estimate cost of work.
- Provide status reports.
- Develop and maintain change order, correspondence, submittals, and Requests for Proposal/Information (RFP/RFI) logs.
- Develop and maintain construction documentation, including meeting minutes, daily reports and other documentation, including photo-documentation, as required.
- Provide value engineering recommendations.
- Coordinate all issues arising from projects to ensure the contractor has all the necessary information to complete projects.
- Monitor construction safety and implementation of the contractor(s) safety program and maintain alertness for any security threats that could impact the user groups.

**ATTACHMENT “B”
CONSULTANT’S FEE PROPOSAL AND HOURLY RATES**

ATTACHMENT "B"

Hourly Billing Schedule (2022 – 4% increase from 2021) Abacus Project Management, Inc. (Arizona)

Project/Construction Management Services

Principal	\$203.67
Project Director	\$181.40
Sr. Project Manager.....	\$170.79
Project Manager.....	\$160.18
Asst. Project Manager	\$146.39
Project Coordinator.....	\$118.81
Sr. Cost Estimator	\$165.48
Cost Estimator (Includes MEP).....	\$149.57
Planner/Scheduler	\$160.18
Administrative Asst I.....	\$71.07
Administrative Asst II.....	\$76.38
Special Consultants	Cost + 15%

Litigation Support / Expert Witness

Deposition.....	\$275.81
Claims Analysis / Preparation.....	\$194.13

- The above hourly rates are the standard rates utilized by Abacus Project Management, Inc. and include all overhead and profit.
- Deposition time will be billed at a 4 hour minimum
- For litigation support, reimbursable expenses may include, but are not limited to mileage, copies, plots, and procurement of special hardware/software.
- Reimbursable Expenses will be billed at direct cost; +15%
- Rates effective through 12/31/22

**ATTACHMENT “C”
INTENTIONALLY DELETED**

ATTACHMENT “D” PAYMENT AND DELIVERABLE SCHEDULES

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Fixed fee Payment to Consultant

Report Phase	To be determined by Task Order
Preliminary Design Phase	To be determined by Task Order
Pre-Final Design Phase	To be determined by Task Order
Final Design Phase	To be determined by Task Order
Bidding Phase	To be determined by Task Order
Construction Phase	To be determined by Task Order

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and a Consulting Summary and Progress Report and the Owner’s written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/Consultant location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. meals 2. hotel (lodging) costs. 3. airfare travel costs. 4. parking costs. 5. automobile or equipment rental costs. 6. taxi, limousine, bus, subway, or other travel costs. 7. reproduction. 8. shipping and handling. 9. local postage/deliveries (courier services). 10. communication Costs. *Tips and alcohol are not reimbursable.*

No single invoice may include items for both August and September of any given year. The Owner’s fiscal year begins on September 1st of each year and ends on August 31st of each year. Consultant’s invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with Owner’s fiscal year.

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the City. A log is preferred showing the date, person’s name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, to/from destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. movie costs for “Pay for View” or cable service. 2. alcohol costs. 3. monetary tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

To be determined by Task Order.

ATTACHMENT “E”
Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/4/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER L/P Insurance Services LLC 8345 West Sunset Road #210 Las Vegas NV 89113	CONTACT NAME: Dena K Van De Vanter PHONE (A/C No. Ext): 7024073128 FAX (A/C No.): 7024073129 E-MAIL ADDRESS: dena.vandevanter@lpins.net
INSURED Abacus Abacus Project Management Inc DBA: 3030 N. Central Ave #803 Phoenix AZ 85012	INSURER(S) AFFORDING COVERAGE INSURER A: American Casualty Co of Reading 20427 INSURER B: Continental Casualty Co 20443 INSURER C: National Fire Insurance Co of Hartford 20478 INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 21/22 PROJ

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	Y	7015426867	8/1/2021	8/1/2022	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
							MED EXP (Any one person) \$ 10,000	
							PERSONAL & ADV INJURY \$ 2,000,000	
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:								
B	AUTOMOBILE LIABILITY	X	Y	7015426853	8/1/2021	8/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO							BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X	Y	7015426884	8/1/2021	8/1/2022	EACH OCCURRENCE \$ 2,000,000	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000	
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	Y	8/1/2021	8/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: #2022-0415R On-Call Project Management Services

Additional Interest Name(s): City of El Paso ADDITIONAL COMMENTS/REMARKS PAGE MAY BE ATTACHED FOR INFORMATION REGARDING ADDITIONAL COVERAGE TERMS AND ADDITIONAL INSURED / PRIMARY/NON-CONTRIBUTORY / WAIVER OF SUBROGATION STATUS

CERTIFICATE HOLDER

CANCELLATION

christy.mclean@abacuspms.com

City of El Paso
218 N Campbell 2nd Fl
El Paso, TX 79901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jane Rivera/DENA

ATTACHMENT “F”

ATTACHMENT “F”

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment “F”, the term “Contractor” shall refer to the “Consultant”, and the term “Airport Sponsor” shall refer to the “City”.

If there are any conflicts between the terms and conditions of Attachment “F” and Article VI of the Agreement, the terms and conditions of Attachment “F” will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the contract,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS** (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES** (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

- a. Only installing steel and manufactured products produced in the United States; or
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic products
3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

3/24/2022

Date

Adam F. Bell

Signature

Abacus Project Mgmt.

Company Name

Principal

Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a. Only installing steel and manufactured products produced in the United States, or;
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing US domestic product
 3. To furnish US domestic product for any waiver request that the FAA rejects
 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

03/24/2022

Date

Adam A. Hill

Signature

Abacus Project Mgmt.

Company Name

Principal

Title

4. **GENERAL CIVIL RIGHTS PROVISIONS (all contracts)**

The contractor agrees that it will 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 handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. **CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
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, or national origin 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 Acts and the Regulations, 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 Subcontracts, 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 Acts and the Regulations relative to Non-discrimination 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 the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, 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 the sponsor 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, the sponsor 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 subcontractor or procurement as the sponsor 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 the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

6. **CLEAN AIR AND WATER POLLUTION CONTROL (all contracts that exceed \$100,000)**

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

7. **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS** (all contracts that exceed \$100,000)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)** (all contracts that exceed \$25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. **DISADVANTAGED BUSINESS ENTERPRISES** (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed \$10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. TRADE RESTRICTION CLAUSE (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. TEXTING WHEN DRIVING (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

ON-CALL
AGREEMENT FOR
PROFESSIONAL SERVICES

This Agreement (“**Agreement**”) is made this ____ day of _____, 2022 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and **Broadbuss & Associates, Inc.**, a Texas Corporation, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional On-Call Project Management Services on a task order basis through the use of “**Task Orders**” referencing this Agreement, the scope of which is further described in **Attachment “A”**; and

WHEREAS, the Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances;

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I
ATTACHMENTS**

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Intentionally Deleted
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

**ARTICLE II
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project (“**Project**”) and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment “A”**.

2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

- 2.3** The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.
- 2.4** The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each task order. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.
- 2.5** The Owner hereby designates the City Engineer of the City of El Paso ("City Engineer") as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **ONE MILLION AND NO/00 DOLLARS (\$1,000,000.00)** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for each Project shall be pursuant to the Consultant's fee proposal at the rates which is attached hereto as **Attachment "B"**.

Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 INTENTIONALLY DELETED.

3.3 CONSULTANT'S INVOICES. For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety (90) days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date ("**Consulting Summary**"). In addition to the Consulting

Summary, each invoice shall provide a “**Progress Report**”. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

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

3.4 PROJECT BUDGET. The Consultant acknowledges that the budget and time for each Project will be identified in each Task Order.

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

ARTICLE IV PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) for a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant’s services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the

Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

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

4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall

maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant'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 operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **COMMERCIAL GENERAL LIABILITY**
\$1,000,000.00 Per Occurrence
\$2,000,000.00 General Aggregate
\$2,000,000.00 Products/Completed Operations Aggregate
\$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate

\$1,000,000.00

\$1,000,000.00 per occurrence

- c) **AUTOMOBILE LIABILITY**
Combined Single Limit
\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Contract.

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

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

Further, all policies 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 City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty, express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

ARTICLE VI FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable 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 Owner or Consultant

with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any federal and state agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE

subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner the Progress Report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is

in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or

b. Cancellation, termination or suspension of the contract in whole or in part.

(6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

7.2 INTENTIONALLY DELETED.

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the “Instruments of Service”) are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant’s seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

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

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

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant’s records related to this Project, and shall be allowed to interview any of the Consultant’s employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

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

7.7 VENUE. For the 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.

7.8 GOVERNING LAW. The Consultant shall comply with applicable federal, state and local laws and ordinances applicable to the work contemplated herein.

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

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

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

To the Owner: 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: City Engineer
P.O. Box 1890
El Paso, Texas 79950-1890

To the Consultant: Broaddus & Associates
Attn: James A. Broaddus
4707 Montana Ave., Suite 202
El Paso, TX 79903

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

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

7.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.


7.14 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

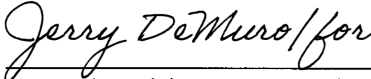
Tomás González
City Manager

APPROVED AS TO FORM:



Josette Flores
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E., City Engineer
Capital Improvement Department

(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

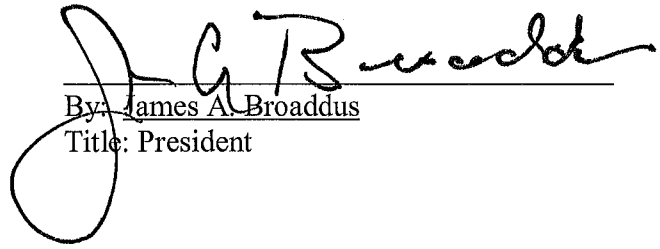
This instrument was acknowledged before me on this ____ day of _____, 2022,
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

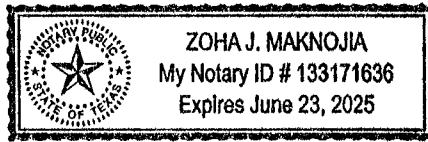
(Signatures continue on following page)

CONSULTANT:
BROADDUS & ASSOCIATES, INC.


By: James A. Broaddus
Title: President

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §



This instrument was acknowledged before me on this 23rd day of March, 2022,
by James A. Broaddus, as President of Broaddus & Associates Inc..


Notary Public, State of Texas

My commission expires:

June 23rd, 2025

**ATTACHMENT “A”
SCOPE OF SERVICES**

ATTACHMENT A SCOPE OF SERVICES

Projects will be issued on a task order basis; services will include but are not limited to the following:

Planning and Design Services

- Develop requests for qualifications for architect, engineering, design, and construction management services.
- Coordinate and participate in pre-proposal meetings.
- Evaluate Statements of Qualifications (SOQs) and negotiate fee proposals for architect, engineering, design, and construction management services.
- Develop and monitor project schedules and budgets.
- Meet with A/E consultants and user department(s) and other stakeholders to define project requirements and develop project charters.
- Ensure A/E consultants develop and monitor a project risk management plan that identifies risks to successful completion of the project scope on time and within budget.
- Ensure A/E consultants develop and implement a project Quality Assurance/Quality Control Plan.
- Coordinate and participate in project progress and review meetings.
- Coordinate public outreach with Public Information Office, attend community meetings, and respond to citizen/media inquiries.
- Coordinate review of project planning documents, reports, studies, surveys, and design plans and specifications and resolution of user group and utility provider comments.
- Review and validate construction cost estimates prepared by A/E Consultants.
- Review and evaluate value engineering recommendations with user group to ensure all project requirements and schedules can be met.
- Review constructability of design alternatives, and recommend appropriate alternative; coordinate reviews as appropriate with design consultant(s) and user groups.
- Identify, evaluate, and recommend construction delivery and contractor selection methods
- Ensure bidding documents are complete; coordinate procurement with Purchasing and Strategic Sourcing.
- Coordinate consultant responses to contractor inquiries during bidding and develop contract amendments as appropriate.
- Review and recommend approval of construction bids
- Negotiate and recommend approval of construction guaranteed maximum price proposals.
- Perform project and contract administration and progress reporting.
- Review and recommend actions for A/E invoices and change order requests.
- Establish and maintain project records; develop responses for public records requests and requests from City Council Representatives.
- Control access to Security Sensitive Information

Construction

- Serve as the Owner's representative for construction; identify and make recommendations for approaches deviating from design documents, specifications and standards.
- Administer all phases of construction contracts from on-site mobilization, submittal reviews, change administration, project control, and closeout; ensure contractor compliance with construction contract requirements.
- Ensure compliance with plans and specifications and the City of El Paso's Capital Improvement Department Construction Document Guidelines.
- Provide on-sight construction oversight.
- Stakeholder coordination during construction, including project design teams where substantive design changes are requested during construction and/or to respond to requests for information/clarification/deviation.
- Ensure timely responses to contractor inquiries as required from project stakeholders.
- Perform pre-construction/readiness reviews; schedule and lead regular construction progress meetings.
- Perform construction inspections and provide quality oversight; coordinate materials testing and verify acceptability of test results.
- Validate contractor schedules and cost estimates; monitor/report project progress and scope, schedule, and budget performance.
- Coordinate access, security, and construction with user groups.
- Review and disposition construction submittals, including shop drawings, technical data, samples, etc., requests for information/change/deviation.
- Review/approve progress payment applications.
- Develop and recommend schedule and budget recovery measures as necessary.
- Negotiate change orders, estimate cost of work.
- Provide status reports.
- Develop and maintain change order, correspondence, submittals, and Requests for Proposal/Information (RFP/RFI) logs.
- Develop and maintain construction documentation, including meeting minutes, daily reports and other documentation, including photo-documentation, as required.
- Provide value engineering recommendations.
- Coordinate all issues arising from projects to ensure the contractor has all the necessary information to complete projects.
- Monitor construction safety and implementation of the contractor(s) safety program and maintain alertness for any security threats that could impact the user groups.

ATTACHMENT "B"
CONSULTANT'S FEE PROPOSAL AND HOURLY RATES

ATTACHMENT "B"

<i>Broaddus & Associates</i>	
<i>"On-Call" Construction Management Services</i>	
<i>Labor Billing Rates</i>	
Labor Category	Hourly Rate
Project Executive/Director/Area Manager	\$ 205
Senior Project Manager	\$ 179
Project Manager	\$ 159
Assistant Project Manager	\$ 148
Senior Construction Representative	\$ 142
Construction Representative	\$ 119
Planning Director/Master Planner	\$ 178
Senior Planner/Programmer	\$ 169
Project Planner	\$ 125
Senior Cost Estimator	\$ 170
Cost Estimator / Scheduler	\$ 165
Senior BIM Manager	\$ 155
BIM Manager	\$ 125
BIM Data Technician	\$ 105
Office Support/Administrative	\$ 65

**ATTACHMENT “C”
INTENTIONALLY DELETED**

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Fixed fee Payment to Consultant

Report Phase	To be determined by Task Order
Preliminary Design Phase	To be determined by Task Order
Pre-Final Design Phase	To be determined by Task Order
Final Design Phase	To be determined by Task Order
Bidding Phase	To be determined by Task Order
Construction Phase	To be determined by Task Order

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and a Consulting Summary and Progress Report and the Owner’s written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/Consultant location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. meals 2. hotel (lodging) costs. 3. airfare travel costs. 4. parking costs. 5. automobile or equipment rental costs. 6. taxi, limousine, bus, subway, or other travel costs. 7. reproduction. 8. shipping and handling. 9. local postage/deliveries (courier services). 10. communication costs. *Tips and alcohol are not reimbursable.*

No single invoice may include items for both August and September of any given year. The Owner’s fiscal year begins on September 1st of each year and ends on August 31st of each year. Consultant’s invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with Owner’s fiscal year.

Communications Costs: Long distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the City. A log is preferred showing the date, person’s name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, to/from destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. movie costs for “Pay for View” or cable service. 2. alcohol costs. 3. monetary tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

To be determined by Task Order.

ATTACHMENT “E”
Insurance

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Wortham 221 West 6th Street, Suite1400 Austin, TX 78701 512 453-0031	CONTACT NAME: Shirley Garza	
	PHONE (A/C, No, Ext): 512 453-0031	FAX (A/C, No): 512 453-0041
	E-MAIL ADDRESS: shirley.garza@marsh.com	
INSURED Broaddus & Associates, Inc. 1301 S. Capital of Texas Highway Suite A-302 Austin, TX 78746	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Travelers Indemnity Company	NAIC # 25658
	INSURER B : Travelers Indemnity Co of America	25666
	INSURER C : Beazley Insurance Company, Inc.	37540
	INSURER D :	
	INSURER E :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		6802N539513	03/14/2021	03/14/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 TOTAL AGGREGATE \$12,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>		BA6R8048302147	03/14/2021	03/14/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		CUP2N547887	03/14/2021	03/14/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	UB2N265731	03/14/2021	03/14/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability Coverage		C1535E210801	03/14/2021	03/14/2022	\$3,000,000 Each Claim \$3,000,000 Aggregate \$100,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

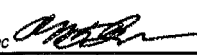
#2022-0415R On-Call Project Management Services

Certificate Holder is completed to read: City of El Paso and its officers, Directors, employees, agents and affiliates

NAMED INSURED IS COMPLETED TO READ: Broaddus & Associates, Inc.; Broaddus Planning, LLC
(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of El Paso 218 N. Campbell Street El Paso, TX 79901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Marsh Wortham, a division of Marsh USA Inc 

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ATTACHMENT “F”

ATTACHMENT “F”

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment “F”, the term “Contractor” shall refer to the “Consultant”, and the term “Airport Sponsor” shall refer to the “City”.

If there are any conflicts between the terms and conditions of Attachment “F” and Article VI of the Agreement, the terms and conditions of Attachment “F” will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the contract,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS** (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES** (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
- a. Only installing steel and manufactured products produced in the United States; or
 - b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing US domestic products
 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

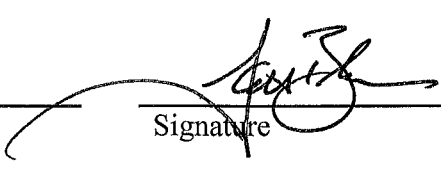
- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

3/23/22
Date


Signature

BROADUS & ASSOCIATES
Company Name

VICE PRESIDENT
Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a. Only installing steel and manufactured products produced in the United States, or;
 - b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - 2. To faithfully comply with providing US domestic product
 - 3. To furnish US domestic product for any waiver request that the FAA rejects
 - 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 - 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

3/23/22
Date


Signature

BROADUS & ASSOCIATES
Company Name

VICE PRESIDENT
Title

4. **GENERAL CIVIL RIGHTS PROVISIONS (all contracts)**

The contractor agrees that it will 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 handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. **CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
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, or national origin 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 Acts and the Regulations, 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 Subcontracts, 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 Acts and the Regulations relative to Non-discrimination 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 the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, 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 the sponsor 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, the sponsor 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 subcontractor or procurement as the sponsor 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 the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
6. **CLEAN AIR AND WATER POLLUTION CONTROL** (all contracts that exceed \$100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

7. **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS** (all contracts that exceed \$100,000)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)** (all contracts that exceed \$25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. **DISADVANTAGED BUSINESS ENTERPRISES** (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed \$10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. TRADE RESTRICTION CLAUSE (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. TEXTING WHEN DRIVING (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

ON-CALL
AGREEMENT FOR
PROFESSIONAL SERVICES

This Agreement (“**Agreement**”) is made this ____ **day of** _____, **2022** by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and **DE Corp.**, a Texas Corporation, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional On-Call Project Management Services on a task order basis through the use of “**Task Orders**” referencing this Agreement, the scope of which is further described in **Attachment “A”**; and

WHEREAS, the Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances;

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

ARTICLE I
ATTACHMENTS

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Intentionally Deleted
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

ARTICLE II
PROJECT

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project (“**Project**”) and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment “A”**.

2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

- 2.3** The Consultant shall serve as the Owner’s professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.
- 2.4** The Owner shall provide all available information to the Consultant, as to the Owner’s requirements for each task order. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as “as-built” drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.
- 2.5** The Owner hereby designates the City Engineer of the City of El Paso (“**City Engineer**”) as the Owner’s representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner’s policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **ONE MILLION AND NO/00 DOLLARS (\$1,000,000.00)** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for each Project shall be pursuant to the Consultant’s fee proposal at the rates which is attached hereto as **Attachment “B”**.

Payments to the Consultant shall be made pursuant to **Attachment “D”**.

3.2 INTENTIONALLY DELETED.

3.3 CONSULTANT’S INVOICES. For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **Attachment “D”**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety (90) days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date (“**Consulting Summary**”). In addition to the Consulting

Summary, each invoice shall provide a “**Progress Report**”. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

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

3.4 PROJECT BUDGET. The Consultant acknowledges that the budget and time for each Project will be identified in each Task Order.

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

ARTICLE IV PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) for a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant’s services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the

Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

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

4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall

maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant'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 operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

a) **COMMERCIAL GENERAL LIABILITY**

\$1,000,000.00 Per Occurrence
\$2,000,000.00 General Aggregate
\$2,000,000.00 Products/Completed Operations Aggregate
\$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate

\$1,000,000.00
\$1,000,000.00 per occurrence

c) **AUTOMOBILE LIABILITY**

Combined Single Limit

\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Contract.

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

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

Further, all policies 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 City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty, express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

ARTICLE VI FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable 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 Owner or Consultant

with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any federal and state agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE

subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner the Progress Report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “Consultant”) agrees as follows:

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is

- in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
- a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

7.2 INTENTIONALLY DELETED.

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the “Instruments of Service”) are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant’s seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

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

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

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant’s records related to this Project, and shall be allowed to interview any of the Consultant’s employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

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

7.7 VENUE. For the 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.

7.8 GOVERNING LAW. The Consultant shall comply with applicable federal, state and local laws and ordinances applicable to the work contemplated herein.

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

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

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

To the Owner: 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: City Engineer
 P.O. Box 1890
 El Paso, Texas 79950-1890

To the Consultant: DE Corp.
 Attn: Nick Bokaie
 10737 Gateway Blvd. W. Suite 112
 El Paso, TX 79935

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

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

7.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.


7.14 TEXAS GOVERNMENT CODE. In accordance with Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

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., City Engineer
Capital Improvement Department

(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2022,
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures continue on following page)

CONSULTANT:
DE CORP.

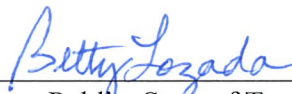


By: Nick Bokaie
Title: Principal

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

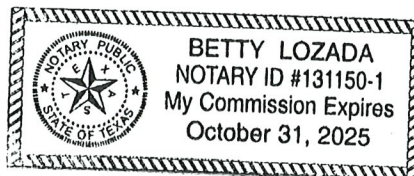
This instrument was acknowledged before me on this 30th day of March, 2022,
by Nick Bokaie, as Principal of DE Corp.



Notary Public, State of Texas

My commission expires:

10-31-2025



**ATTACHMENT “A”
SCOPE OF SERVICES**

ATTACHMENT A SCOPE OF SERVICES

Projects will be issued on a task order basis; services will include but are not limited to the following:

Planning and Design Services

- Develop requests for qualifications for architect, engineering, design, and construction management services.
- Coordinate and participate in pre-proposal meetings.
- Evaluate Statements of Qualifications (SOQs) and negotiate fee proposals for architect, engineering, design, and construction management services.
- Develop and monitor project schedules and budgets.
- Meet with A/E consultants and user department(s) and other stakeholders to define project requirements and develop project charters.
- Ensure A/E consultants develop and monitor a project risk management plan that identifies risks to successful completion of the project scope on time and within budget.
- Ensure A/E consultants develop and implement a project Quality Assurance/Quality Control Plan.
- Coordinate and participate in project progress and review meetings.
- Coordinate public outreach with Public Information Office, attend community meetings, and respond to citizen/media inquiries.
- Coordinate review of project planning documents, reports, studies, surveys, and design plans and specifications and resolution of user group and utility provider comments.
- Review and validate construction cost estimates prepared by A/E Consultants.
- Review and evaluate value engineering recommendations with user group to ensure all project requirements and schedules can be met.
- Review constructability of design alternatives, and recommend appropriate alternative; coordinate reviews as appropriate with design consultant(s) and user groups.
- Identify, evaluate, and recommend construction delivery and contractor selection methods
- Ensure bidding documents are complete; coordinate procurement with Purchasing and Strategic Sourcing.
- Coordinate consultant responses to contractor inquiries during bidding and develop contract amendments as appropriate.
- Review and recommend approval of construction bids
- Negotiate and recommend approval of construction guaranteed maximum price proposals.
- Perform project and contract administration and progress reporting.
- Review and recommend actions for A/E invoices and change order requests.
- Establish and maintain project records; develop responses for public records requests and requests from City Council Representatives.
- Control access to Security Sensitive Information

Construction

- Serve as the Owner's representative for construction; identify and make recommendations for approaches deviating from design documents, specifications and standards.
- Administer all phases of construction contracts from on-site mobilization, submittal reviews, change administration, project control, and closeout; ensure contractor compliance with construction contract requirements.
- Ensure compliance with plans and specifications and the City of El Paso's Capital Improvement Department Construction Document Guidelines.
- Provide on-sight construction oversight.
- Stakeholder coordination during construction, including project design teams where substantive design changes are requested during construction and/or to respond to requests for information/clarification/deviation.
- Ensure timely responses to contractor inquiries as required from project stakeholders.
- Perform pre-construction/readiness reviews; schedule and lead regular construction progress meetings.
- Perform construction inspections and provide quality oversight; coordinate materials testing and verify acceptability of test results.
- Validate contractor schedules and cost estimates; monitor/report project progress and scope, schedule, and budget performance.
- Coordinate access, security, and construction with user groups.
- Review and disposition construction submittals, including shop drawings, technical data, samples, etc., requests for information/change/deviation.
- Review/approve progress payment applications.
- Develop and recommend schedule and budget recovery measures as necessary.
- Negotiate change orders, estimate cost of work.
- Provide status reports.
- Develop and maintain change order, correspondence, submittals, and Requests for Proposal/Information (RFP/RFI) logs.
- Develop and maintain construction documentation, including meeting minutes, daily reports and other documentation, including photo-documentation, as required.
- Provide value engineering recommendations.
- Coordinate all issues arising from projects to ensure the contractor has all the necessary information to complete projects.
- Monitor construction safety and implementation of the contractor(s) safety program and maintain alertness for any security threats that could impact the user groups.

ATTACHMENT “B”
CONSULTANT’S FEE PROPOSAL AND HOURLY RATES

ATTACHMENT "B"

City of El Paso - Capital Improvement Department

Solicitation No.: #2022-0415R

Project Name: On Call Professional Services - Project Management

Prime: DE Corp.

3-Mar-22

Direct Labor		DEC Proposed	
Labor/Job Classification	Years of Experience	Base Rates	Loaded Rates
Principal	20+	\$ 103.45	\$ 330.00
Project Manager	20+	\$ 90.91	\$ 290.00
Deputy Project Manager	15+	\$ 86.21	\$ 275.00
QA/QC Manager	10+	\$ 72.10	\$ 230.00
Engineer (Senior)	15+	\$ 78.37	\$ 250.00
Construction Inspection	10+	\$ 39.18	\$ 125.00
Material Testing	10+	\$ 39.18	\$ 125.00
Safety	10+	\$ 45.45	\$ 145.00
Engineer	5 to 15	\$ 62.70	\$ 200.00
Design Engineer	10 to 15	\$ 51.72	\$ 165.00
Estimator / Scheduler	15+	\$ 51.72	\$ 165.00
Engineer-In-Training	2 to 5	\$ 40.75	\$ 130.00
Engineer Technician	5 to 15	\$ 37.62	\$ 120.00
CADD Operator	5 to 15	\$ 31.35	\$ 100.00
Public Involvement Officer/Stakeholder Coordination	5 to 15	\$ 51.72	\$ 165.00
GIS Technician	5 to 15	\$ 39.18	\$ 125.00
Administrative/Clerical/Project Controls/Document Control	5 to 15	\$ 29.78	\$ 95.00

DL + Overhead	2.9
Profit	10.00%
Multiplier	3.190

**ATTACHMENT “C”
INTENTIONALLY DELETED**

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Fixed fee Payment to Consultant

Report Phase	To be determined by Task Order
Preliminary Design Phase	To be determined by Task Order
Pre-Final Design Phase	To be determined by Task Order
Final Design Phase	To be determined by Task Order
Bidding Phase	To be determined by Task Order
Construction Phase	To be determined by Task Order

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and a Consulting Summary and Progress Report and the Owner’s written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/Consultant location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. meals 2. hotel (lodging) costs. 3. airfare travel costs. 4. parking costs. 5. automobile or equipment rental costs. 6. taxi, limousine, bus, subway, or other travel costs. 7. reproduction. 8. shipping and handling. 9. local postage/deliveries (courier services). 10. communication costs. *Tips and alcohol are not reimbursable.*

No single invoice may include items for both August and September of any given year. The Owner’s fiscal year begins on September 1st of each year and ends on August 31st of each year. Consultant’s invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with Owner’s fiscal year.

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the City. A log is preferred showing the date, person’s name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, to/from destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. movie costs for “Pay for View” or cable service. 2. alcohol costs. 3. monetary tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

To be determined by Task Order.

ATTACHMENT “E”
Insurance



ATTACHMENT "E" CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/1/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2618 Broadway St Pearland TX 77581	CONTACT NAME: Tami Melton	
	PHONE (A/C, No, Ext): 281-670-2978	FAX (A/C, No): 713-209-2899
INSURED DE Corp. (formerly Dannenbaum Engineering Corporation) P O Box 22292 Houston TX 77227-2292	E-MAIL ADDRESS: tami_melton@ajg.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Continental Casualty Company	
	INSURER B: AMCO Insurance Company	
	INSURER C: Allied Insurance Company of America	
	INSURER D: Depositors Insurance Company	
	INSURER E:	
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 1366416285**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			30100114071	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			30100114071	6/1/2021	6/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			30100114071	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	30100114071	6/1/2021	6/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Claims Made			AEH254055021	4/1/2021	6/1/2022	Each Claim \$ 5,000,000 Aggregate \$ 5,000,000 Knowledge Date 2/1/2003

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: DEC Project Number 9146-85 - Solicitation #2022-0415R On-Call Project Management Services

CERTIFICATE HOLDER**CANCELLATION**City of El Paso
218 N. Campbell
El Paso TX 79901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ATTACHMENT “F”

ATTACHMENT “F”

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment “F”, the term “Contractor” shall refer to the “Consultant”, and the term “Airport Sponsor” shall refer to the “City”.

If there are any conflicts between the terms and conditions of Attachment “F” and Article VI of the Agreement, the terms and conditions of Attachment “F” will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the contract,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS** (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES** (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

- a. Only installing steel and manufactured products produced in the United States; or
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing US domestic products
 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

March 30, 2022	
_____ Date	_____ Signature
DE Corp.	Principal
_____ Company Name	_____ Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a. Only installing steel and manufactured products produced in the United States, or;
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

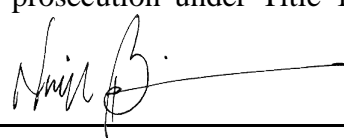
Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

March 30, 2022

Date



Signature

DE Corp.

Company Name

Principal

Title

4. **GENERAL CIVIL RIGHTS PROVISIONS (all contracts)**

The contractor agrees that it will 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 handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. **CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
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, or national origin 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 Acts and the Regulations, 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 Subcontracts, 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 Acts and the Regulations relative to Non-discrimination 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 the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, 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 the sponsor 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, the sponsor 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 subcontractor or procurement as the sponsor 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 the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
6. **CLEAN AIR AND WATER POLLUTION CONTROL** (all contracts that exceed \$100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

7. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (all contracts that exceed \$100,000)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)** (all contracts that exceed \$25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. **DISADVANTAGED BUSINESS ENTERPRISES** (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed \$10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. TRADE RESTRICTION CLAUSE (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. TEXTING WHEN DRIVING (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

ON-CALL
AGREEMENT FOR
PROFESSIONAL SERVICES

This Agreement (“**Agreement**”) is made this ____ day of _____, 2022 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and **ECM International, Inc.**, a Texas Corporation, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional On-Call Project Management Services services on a task order basis through the use of “**Task Orders**”)referencing this Agreement, the scope of which is further described in **Attachment “A”**; and

WHEREAS, the Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances;

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I
ATTACHMENTS**

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Intentionally Deleted
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

**ARTICLE II
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project (“**Project**”) and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment “A”**.

2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this

Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

- 2.3** The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.
- 2.4** The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each task order. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.
- 2.5** The Owner hereby designates the City Engineer of the City of El Paso ("**City Engineer**") as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **ONE MILLION AND NO/00 DOLLARS (\$1,000,000.00)** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for each Project shall be pursuant to the Consultant's fee proposal at the rates which is attached hereto as **Attachment "B"**.

Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 INTENTIONALLY DELETED.

3.3 CONSULTANT'S INVOICES. For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety (90) days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date (“**Consulting Summary**”). In addition to the Consulting Summary, each invoice shall provide a “**Progress Report**”. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

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

3.4 PROJECT BUDGET. The Consultant acknowledges that the budget and time for each Project will be identified in each Task Order.

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

ARTICLE IV PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) for a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant’s services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part

for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

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

4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

“The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured.”

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant'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 operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **COMMERCIAL GENERAL LIABILITY**
 - \$1,000,000.00 Per Occurrence
 - \$2,000,000.00 General Aggregate
 - \$2,000,000.00 Products/Completed Operations Aggregate
 - \$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate

\$1,000,000.00

\$1,000,000.00 per occurrence

- c) **AUTOMOBILE LIABILITY**
 - Combined Single Limit**
 - \$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Contract.

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

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

Further, all policies 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 City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty, express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

ARTICLE VI FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with

applicable 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 Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any federal and state agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner the “**Progress Report**” and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “Consultant”) agrees as follows:

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports

- required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
- a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

7.2 INTENTIONALLY DELETED.

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants,

and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the “Instruments of Service”) are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant’s seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

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

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

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant’s records related to this Project, and shall be allowed to interview any of the Consultant’s employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

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

7.7 VENUE. For the 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.

7.8 GOVERNING LAW. The Consultant shall comply with applicable federal, state and local laws and ordinances applicable to the work contemplated herein.

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

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

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

To the Owner:	The City of El Paso Attn: City Manager P.O. Box 1890 El Paso, Texas 79950-1890
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With a Copy to:	The City of El Paso Attn: City Engineer P.O. Box 1890 El Paso, Texas 79950-1890
-----------------	--

To the Consultant:	ECM International, Inc. Attn: Melchor Herrera 404 Executive Center Blvd. El Paso, TX 79902
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Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

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

7.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

7.14 TEXAS GOVERNMENT CODE. In accordance with Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will


not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

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., City Engineer
Capital Improvement Department

(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2022,
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures continue on following page)

CONSULTANT:
ECM INTERNATIONAL, INC.

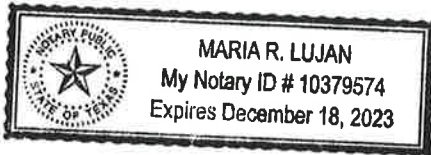


By: Melchor Herrera
Title: President

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 23 day of March, 2022,
by Melchor Herrera, as President of ECM International Inc.




Notary Public, State of Texas

My commission expires:

12/18/2023

**ATTACHMENT “A”
SCOPE OF SERVICES**

ATTACHMENT A SCOPE OF SERVICES

Projects will be issued on a task order basis; services will include but are not limited to the following:

Planning and Design Services

- Develop requests for qualifications for architect, engineering, design, and construction management services.
- Coordinate and participate in pre-proposal meetings.
- Evaluate Statements of Qualifications (SOQs) and negotiate fee proposals for architect, engineering, design, and construction management services.
- Develop and monitor project schedules and budgets.
- Meet with A/E consultants and user department(s) and other stakeholders to define project requirements and develop project charters.
- Ensure A/E consultants develop and monitor a project risk management plan that identifies risks to successful completion of the project scope on time and within budget.
- Ensure A/E consultants develop and implement a project Quality Assurance/Quality Control Plan.
- Coordinate and participate in project progress and review meetings.
- Coordinate public outreach with Public Information Office, attend community meetings, and respond to citizen/media inquiries.
- Coordinate review of project planning documents, reports, studies, surveys, and design plans and specifications and resolution of user group and utility provider comments.
- Review and validate construction cost estimates prepared by A/E Consultants.
- Review and evaluate value engineering recommendations with user group to ensure all project requirements and schedules can be met.
- Review constructability of design alternatives, and recommend appropriate alternative; coordinate reviews as appropriate with design consultant(s) and user groups.
- Identify, evaluate, and recommend construction delivery and contractor selection methods
- Ensure bidding documents are complete; coordinate procurement with Purchasing and Strategic Sourcing.
- Coordinate consultant responses to contractor inquiries during bidding and develop contract amendments as appropriate.
- Review and recommend approval of construction bids
- Negotiate and recommend approval of construction guaranteed maximum price proposals.
- Perform project and contract administration and progress reporting.
- Review and recommend actions for A/E invoices and change order requests.
- Establish and maintain project records; develop responses for public records requests and requests from City Council Representatives.
- Control access to Security Sensitive Information

Construction

- Serve as the Owner's representative for construction; identify and make recommendations for approaches deviating from design documents, specifications and standards.
- Administer all phases of construction contracts from on-site mobilization, submittal reviews, change administration, project control, and closeout; ensure contractor compliance with construction contract requirements.
- Ensure compliance with plans and specifications and the City of El Paso's Capital Improvement Department Construction Document Guidelines.
- Provide on-sight construction oversight.
- Stakeholder coordination during construction, including project design teams where substantive design changes are requested during construction and/or to respond to requests for information/clarification/deviation.
- Ensure timely responses to contractor inquiries as required from project stakeholders.
- Perform pre-construction/readiness reviews; schedule and lead regular construction progress meetings.
- Perform construction inspections and provide quality oversight; coordinate materials testing and verify acceptability of test results.
- Validate contractor schedules and cost estimates; monitor/report project progress and scope, schedule, and budget performance.
- Coordinate access, security, and construction with user groups.
- Review and disposition construction submittals, including shop drawings, technical data, samples, etc., requests for information/change/deviation.
- Review/approve progress payment applications.
- Develop and recommend schedule and budget recovery measures as necessary.
- Negotiate change orders, estimate cost of work.
- Provide status reports.
- Develop and maintain change order, correspondence, submittals, and Requests for Proposal/Information (RFP/RFI) logs.
- Develop and maintain construction documentation, including meeting minutes, daily reports and other documentation, including photo-documentation, as required.
- Provide value engineering recommendations.
- Coordinate all issues arising from projects to ensure the contractor has all the necessary information to complete projects.
- Monitor construction safety and implementation of the contractor(s) safety program and maintain alertness for any security threats that could impact the user groups.

ATTACHMENT “B”
CONSULTANT’S FEE PROPOSAL AND HOURLY RATES

**Hourly Rate Schedule &
Breakdown of G&A overhead multiplier and profit markup**

**2022 On-Call Project Management Services with
City of El Paso**



By: Mel Herrera

Date: March 3, 2022

Proposed Billing Rates 2022-2024

Classification	2022 Billing Rates ²	2023 Billing Rates ²	2024 Billing Rates ³
Principal-In-Charge	\$ 252	\$ 260	\$ 268
Senior Project Manager I	\$ 199	\$ 205	\$ 211
Senior Project Manager II	\$ 180	\$ 186	\$ 191
Project Manager I	\$ 191	\$ 196	\$ 202
Project Manager II	\$ 169	\$ 174	\$ 179
Project Manager III ⁴	\$ 162	\$ 167	\$ 172
Scheduler I	\$ 171	\$ 176	\$ 181
Scheduler II	\$ 146	\$ 151	\$ 155
Scheduler III	\$ 125	\$ 128	\$ 132
Cost Estimator I	\$ 171	\$ 176	\$ 181
Cost Estimator II	\$ 146	\$ 151	\$ 155
Cost Estimator III	\$ 125	\$ 128	\$ 132
Value Engineering	\$ 205	\$ 211	\$ 217
Assistant Project Manager I ⁴	\$ 156	\$ 160	\$ 165
Assistant Project Manager II ⁴	\$ 141	\$ 145	\$ 150
Construction Manager I	\$ 143	\$ 147	\$ 152
Construction Manager II	\$ 140	\$ 144	\$ 149
Construction Manager III	\$ 130	\$ 134	\$ 138
Construction Manager IV	\$ 120	\$ 124	\$ 127
Electrical Inspections	\$ 143	\$ 147	\$ 152
Mechanical Inspections	\$ 140	\$ 144	\$ 149
Field Representative I ⁴	\$ 137	\$ 141	\$ 145
Field Representative II ⁴	\$ 118	\$ 122	\$ 126
Field Representative III ⁴	\$ 108	\$ 111	\$ 115
Field Representative IV ⁴	\$ 102	\$ 105	\$ 108
Electronic Document Control	\$ 78	\$ 81	\$ 83
Administrative Assistant ⁴	\$ 62	\$ 64	\$ 66

General Administrative Overhead Multiplier & Profit Markup

Fringe Benefit Rate:	39.98%
General Overhead Rate:	120.16%
Combined Rate:	160.14%
Profit Rate:	10.00%
Annual escalation rate:	3.00%

Reimbursable Costs

Mileage:	Billed at current IRS approved rate, currently .585 per mile for 2022
Vehicle Reimbursement rate (for field personnel)	\$900 / month
Subconsultants:	Billed at cost x 1.10
Printing/Copying/Plotting:	Billed at cost
Other costs (shipping, job supplies):	Billed at cost

Notes

1. Billing rates are fully burdened and include labor, overhead, and profit.
2. Billing rates are escalated 3% annually to account for cost of living increase.
3. Billing rate for 2024 is included and available if needed.
4. Classification not part of the SOQ but available if needed.

**ATTACHMENT “C”
INTENTIONALLY DELETED**

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Fixed fee Payment to Consultant

Report Phase	To be determined by Task Order
Preliminary Design Phase	To be determined by Task Order
Pre-Final Design Phase	To be determined by Task Order
Final Design Phase	To be determined by Task Order
Bidding Phase	To be determined by Task Order
Construction Phase	To be determined by Task Order

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and a Consulting Summary and Progress Report and the Owner’s written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/Consultant location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. meals 2. hotel (lodging) costs. 3. airfare travel costs. 4. parking costs. 5. automobile or equipment rental costs. 6. taxi, limousine, bus, subway, or other travel costs. 7. reproduction. 8. shipping and handling. 9. local postage/deliveries (courier services). 10. communication costs. *Tips and alcohol are not reimbursable.*

No single invoice may include items for both August and September of any given year. The Owner’s fiscal year begins on September 1st of each year and ends on August 31st of each year. Consultant’s invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with Owner’s fiscal year.

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the City. A log is preferred showing the date, person’s name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, to/from destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. movie costs for “Pay for View” or cable service. 2. alcohol costs. 3. monetary tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

To be determined by Task Order.

ATTACHMENT “E”
Insurance



ATTACHMENT "E"

ECMINTE-01

VBARBA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 4682 Hub International Insurance Services 601 N. Mesa, Suite 1550 El Paso, TX 79901	CONTACT NAME: Vanessa Barba PHONE (A/C, No, Ext): (915) 206-6035 FAX (A/C, No): (866) 399-3972 E-MAIL ADDRESS: vanessa.barba@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED ECM International, Inc. 404 Executive Center Blvd El Paso, TX 79902	INSURER A : Allied Property and Casualty Insurance Company	
	INSURER B : Texas Mutual Insurance Company	
	INSURER C : Continental Casualty Company	
	INSURER D :	
	INSURER E :	
INSURER F :		NAIC # 42579 22945 20443

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ACBPPOC7293779601	1/13/2022	1/13/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ACBPPOC7293779601	1/13/2022	1/13/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			ACBPPOC7293779601	1/13/2022	1/13/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0001264619	1/13/2022	1/13/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors & Omissions			MCH591926274	1/13/2022	1/13/2023	Professional Liabili 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Solicitation #2022-0415R On-Call Project Management Services

The General Liability and Auto policies include a blanket automatic additional insured endorsement for policy terms that provide additional insured status to the certificate holder including the products completed operations hazard (GL) only when there is a written contract between the named insured and the certificate holder that requires such status subject to policy terms and conditions. The General Liability, Auto and Workers Compensation policies include a blanket automatic waiver of subrogation endorsement that provides a waiver of subrogation only when there is a written contract between the named insured and the certificate holder that requires it subject to policy terms and conditions. The General Liability, Auto and Workers Compensation policies include a blanket notice of cancellation endorsement, providing for 30 days' advance notice if the policy is canceled by the company other than for non-payment of SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of El Paso Capital Improvement Department 218 N. Campbell, 2nd Floor El Paso, TX 79901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ATTACHMENT “F”

ATTACHMENT “F”

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment “F”, the term “Contractor” shall refer to the “Consultant”, and the term “Airport Sponsor” shall refer to the “City”.

If there are any conflicts between the terms and conditions of Attachment “F” and Article VI of the Agreement, the terms and conditions of Attachment “F” will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the contract,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS** (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES** (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
- a. Only installing steel and manufactured products produced in the United States; or
 - b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - 2. To faithfully comply with providing US domestic products
 - 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 - 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
 - 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver - Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

3/24/2022

Date



Signature

ECM International, Inc.

Company Name

President

Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a. Only installing steel and manufactured products produced in the United States, or;
 - b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - 2. To faithfully comply with providing US domestic product
 - 3. To furnish US domestic product for any waiver request that the FAA rejects
 - 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 - 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

3/24/2022

Date



Signature

ECM International, Inc.

Company Name

President

Title

4. **GENERAL CIVIL RIGHTS PROVISIONS (all contracts)**

The contractor agrees that it will 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 handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. **CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
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, or national origin 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 Acts and the Regulations, 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 Subcontracts, 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 Acts and the Regulations relative to Non-discrimination 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 the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, 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 the sponsor 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, the sponsor 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 subcontractor or procurement as the sponsor 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 the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
6. **CLEAN AIR AND WATER POLLUTION CONTROL** (all contracts that exceed \$100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

7. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (all contracts that exceed \$100,000)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)** (all contracts that exceed \$25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. **DISADVANTAGED BUSINESS ENTERPRISES** (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed \$10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. TRADE RESTRICTION CLAUSE (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. TEXTING WHEN DRIVING (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.