

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

DEPARTMENT: Capital Improvement

AGENDA DATE: January 21 2020

CONTACT PERSON/PHONE: Sam Rodriguez, P.E., City Engineer, (915) 212-1845

DISTRICT(S) AFFECTED: 4

STRATEGIC GOAL:

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

SUBJECT:

That the City Manager be authorized to sign an Memorandum of Understanding for installation of domestic water and waste water service to District 4 Regional Water Park (Camp Cohen) and future entertainment district development

BACKGROUND / DISCUSSION:

- Installation of new 12" public sewer main by COEP to service the District 4 Regional Water Park and future entertainment district development
- Installation of new 8" public domestic water main by COEP to service the District 4 Regional Water Park and future entertainment district development
- Domestic water and sewer mains to be turned over and maintained by EPW within the future public right of way

PROTEST

☐ No protest received for this requirement.

☐ Protest received.

COUNCIL REPRESENTATIVE BRIEFING:

Was a briefing provided? ☐ Yes or ☒ No
If yes, select the applicable districts.

- ☐ District 1
- ☐ District 2
- ☐ District 3
- ☐ District 4
- ☐ District 5
- ☐ District 6
- ☐ District 7
- ☐ District 8

☐ All Districts

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

\$2,199.90 – 580270/190/4743/38290/PCP17PRK03

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:



Sam Rodriguez, P.E., City Engineer

RESOLUTION

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

That the City Manager be authorized to sign a Memorandum of Understanding by and between the City of El Paso and the El Paso Water Utilities Public Service Board to establish the mutual responsibilities and duties regarding the construction of an 8-inch water line and 12-inch waste water line to be installed at the District 4 waterpark, and that the City will compensate El Paso Water Utilities Public Service Board an estimated engineering fee of \$2,199.90.

ADOPTED THIS _____ DAY OF _____ 2020.

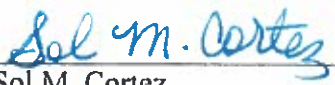
CITY OF EL PASO:

Dee Margo, Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Sol M. Cortez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



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

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

MEMORANDUM OF UNDERSTANDING
COHEN ENTERTAINMENT DISTRICT,
PHASE 1 ("CED1")

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into effective as of the ____ day of _____, 20____ by and between the **CAPITAL IMPROVEMENT DEPARTMENT ("CID")** of the **CITY OF EL PASO ("CITY")**, a Texas home rule municipal corporation, and the **EL PASO WATER UTILITY PUBLIC SERVICE BOARD**, a component of the City of El Paso, whose Board of Trustees is vested with management and control of the City of El Paso water and wastewater system ("**UTILITY**", "**PSB**" OR "**EPWater**"), (individually, a "**Party**" and collectively, the "**Parties**"), for the purposes described herein.

WITNESSETH

WHEREAS, Section 15020.070 of the Texas Government Code allows a municipality to vest the management and control of the municipal utility system in board of trustees; and,

WHEREAS, the El Paso City Council adopted Ordinance 752 establishing the El Paso Water Utilities Public Service Board and delegated to the PSB the authority to manage and control the municipal utility system; and,

WHEREAS, There is an entertainment district development which will include District 04's water park known locally as the COHEN ENTERTAINMENT DISTRICT PHASE 1 ("**CED1**"), to be located at 9700 Gateway North Blvd. El Paso, Texas 79924 and more particularly described in Exhibit A ("**SITE**"); and

WHEREAS, the Parties contemplate the construction of a 8-inch water line and 12-inch wastewater line ("**PROJECT**"), more particularly described MOU in Exhibit B ("**PROJECT SCOPE**"), that must be installed along an access 30-foot right-of-way to the Site and within a 20-foot wide parcel of land in order to allow proper development of the CED1 as shown on Exhibit C.; and

WHEREAS, the Parties agree that the Project work be coordinated and accomplished in accordance with the terms of this MOU in order that the Project shall proceed expeditiously and that the responsibilities of the Parties shall be as set forth herein; and

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the Parties hereto, to be by them kept and performed as hereafter set forth, CID and Utility do agree as follows:

AGREEMENT

1. Time Period Covered

This MOU becomes effective upon the date first written above, and CID and EPWater will

consider it to be in full force and effect until the Project described in this MOU has been completed and accepted by all Parties or unless terminated, as provided herein.

2. Responsibilities of the Parties

A. Utility Responsibilities

- i. EPWater shall provide engineering services for water & wastewater line to the site.
- ii. Upon completion of the water & wastewater line in accordance with appropriate installation and testing; and upon acceptance by EPWater together with receipt by EPWater of *Contractor's Waiver of Lien affidavit*, along with the Certificate of Final Completion (attached to this MOU as "MOU Attachment A") executed by CID, the lines will be incorporated into EPWater's systems and maintained by EPWater subject to the usual one-year warranty from CID's General Contractor.

B. CID Responsibilities

- i. CID shall pay to EPWater the standard engineering fee of 2% of EPWater's estimated cost for the lines. The estimated cost of the water line is \$27,519.69, wastewater line is \$82,475.42 and resulting in an estimated engineering fee of \$2,199.90.
- ii. Payment of the engineering fees shall be made prior to the release for construction of the facilities and 30 days after presentation to CID by EPWater of an invoice for services performed.
- iii. It is understood and agreed that CID shall have the water and wastewater line constructed in accordance with EPWater-approved plans and specifications. EPWater will provide inspection services during the installation of the project. CID shall be responsible to pay its chosen General Contractor for the construction costs for the line extensions and appurtenances.
- iv. In order to facilitate the inspection, testing, and anticipated acceptance of the water and wastewater line and appurtenances; CID shall have its General Contractor provide to EPWater all construction reports and a videographic survey of the constructed water and wastewater line.
- v. It shall be the responsibility of the City to pay for all costs associated with providing water and wastewater service to the Site to include all costs for fees.
- vi. The water main to serve the Site will be installed along an access 30-foot

right-of-way and the wastewater main to serve the Site will be within a 20-foot wide parcel of land and an access 30-foot right-of-way. (Exhibit C)

3. Termination

This MOU may be terminated in the following manner:

- A. By mutual written agreement and consent of both Parties; or
- B. By either Party upon the failure of the other Party to fulfill the obligations set forth in this MOU.

If the MOU is terminated in accordance with the above provisions, CID will be responsible for the payment of costs incurred by EPWater on behalf of CID up to the time of termination.

4. Responsibilities of the Parties

Both Parties acknowledge that neither is an agent, servant, employee of the other, nor are the Parties engaged in a joint enterprise, and each Party is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work on the Project.

5. Governmental Function

Both Parties expressly recognize that the other is performing a governmental function in pursuing their respective responsibilities under this MOU.

6. Sole Agreement

In the event the terms of this MOU are in conflict with the provisions of any other existing agreements between the EPWater and CID, the latest agreement shall take precedence over the other agreements in matters related to the Project.

7. Successors and Assigns

CID and EPWater each binds itself, its successors, executors, assigns, and administrators to the other Party to this MOU and to the successors, executors, assigns, and administrators of such other Party in respect to all covenants of this MOU.

8. Amendments

By mutual written consent of the Parties, the scope of work and payment provisions of this MOU may be amended prior to its expiration.

9. Inspection and Conduct of Work

Unless otherwise specifically stated in this MOU, CID will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved PS&E documents provided by the EPWater. All correspondence and instructions to CID's selected Project contractor performing the work will be the sole responsibility of CID.

10. Maintenance

Upon completion of the Project and acceptance by the Utility, the Utility will assume responsibility

for the maintenance of the completed Utility facilities unless otherwise specified in this MOU. CID shall require the contractor to provide a one-year warranty from the date of acceptance by the Utility.

11. Notices

All notices to either Party by the other required under this MOU shall be delivered personally, via Inter-Departmental Mail, or sent by U.S. mail, postage prepaid, addressed to such Party at the following addresses:

UTILITY

El Paso Water Utility
– Public Service Board
1154 Hawkins Blvd.
El Paso, Texas 79925
Attn: Chief Technical Officer

CID

Capital Improvement Department
City of El Paso, Texas
300 N. Campbell, 2nd Floor
El Paso, Texas 79901
Attn: City Engineer

All notices shall be deemed given on the date so delivered or so deposited in the mail (Inter-Departmental or US Mail), unless otherwise provided in this MOU. Either Party may change the above address by sending written notice of the change to the other.

12. Severability

If any provision of this MOU shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire MOU will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this MOU is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this MOU and be deemed to be validated and enforceable.

13. Venue

For any and all disputes arising under this MOU, venue shall be in El Paso County, Texas.

14. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this MOU on behalf of the entity represented.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, CID and EPWater have executed this MOU as of the date first written above.

EPWater

**EL PASO WATER UTILITY
– PUBLIC SERVICE BOARD**

**R. Alan Shubert, P.E.
Vice President**

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

**Juan S. Gonzalez
Assistant General Counsel**

**Adriana Castillo
Engineering Division Manager
Planning and Development**

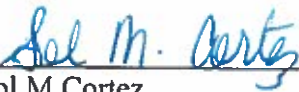
[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

City of El Paso

CITY OF EL PASO

Tomas Gonzalez
City Manager

APPROVED AS TO FORM:



Sol M Cortez
Assistant City Attorney

APPROVED AS TO CONTENT:

MOU EXHIBIT A

COHEN ENTERTAINMENT DISTRICT PHASE 1 SITE

Address: 9700 Gateway North Blvd., El Paso, Texas 79924

Legal Description:

**BEING PORTION OF BLOCK 7, CASTNER RANGE, CITY OF EL PASO, EL PASO
COUNTY, TEXAS**

MOU EXHIBIT B

COHEN ENTERTAINMENT DISTRICT PHASE 1 PROJECT SCOPE:

- Installation of 606-feet of 8-inch PVC water main
- Installation of one public fire hydrant; one, 3-inch domestic meter; and one, 2-inch yard meter
- Installation of 1079-feet of 12-inch PVC sewer main
- Installation of four manholes and one, 8-inch sewer service

MOU EXHIBIT C

**COHEN ENTERTAINMENT DISTRICT PHASE 1 20-FOOT WIDE PARCEL'S METES
AND BOUNDS:**

SCALE: 1"=100'



CONDE INC.
6080 SURETY SUITE 100
EL PASO, TEXAS 79905, FIRM#10078100
CADD FILE: S:\SURV\EL\CASTNER\RAVAGE

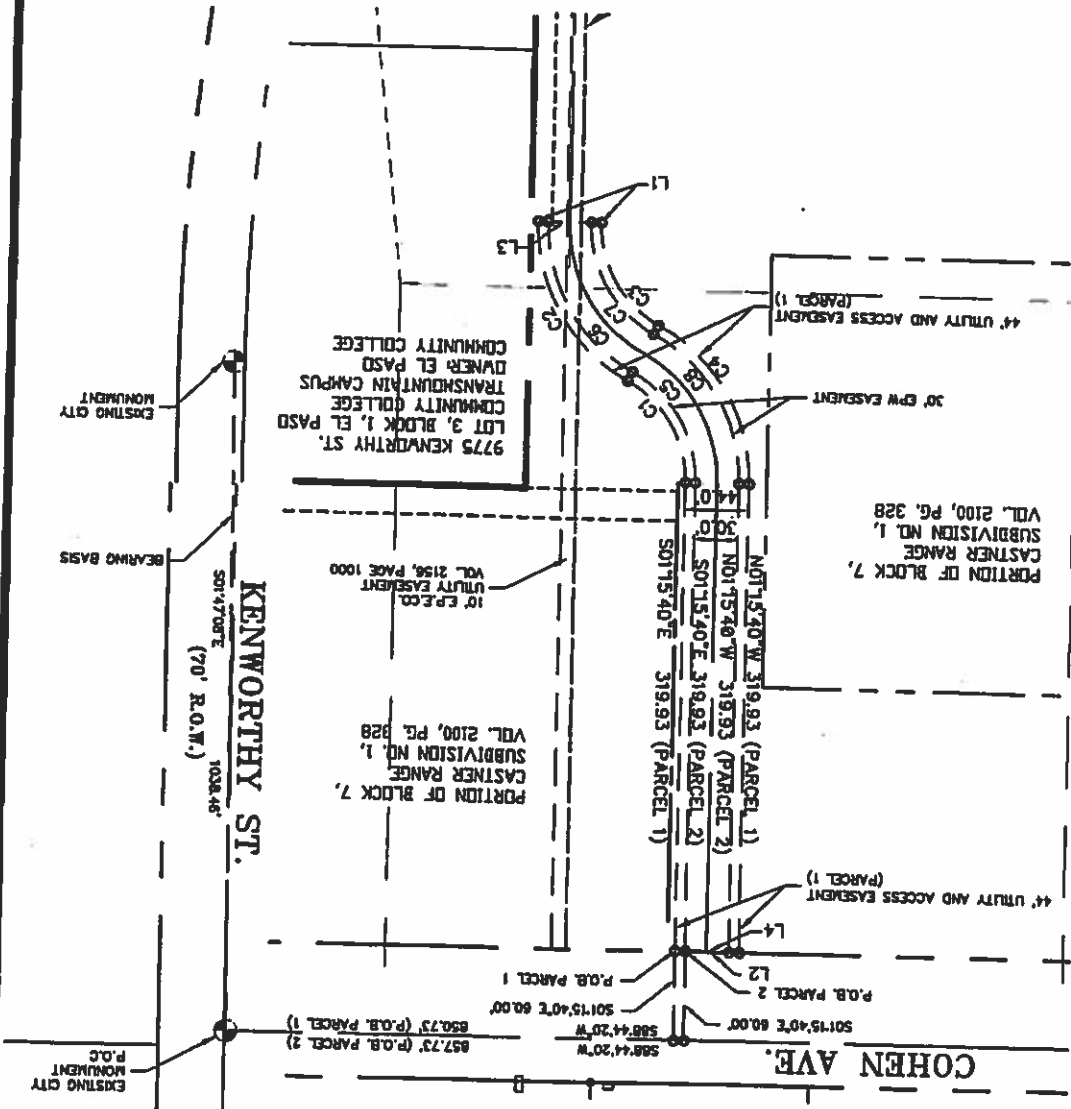
PARCEL 1: A 44' UTILITY AND ACCESS EASEMENT, BEING A PORTION OF BLOCK 7, CASTNER RANGE, SUBDIVISION NO. 1, CITY OF EL PASO, EL PASO COUNTY, TEXAS

PARCEL 2: 30' EL PASO WATER UTILITIES EASEMENT, BEING A PORTION OF BLOCK 7, CASTNER RANGE, SUBDIVISION NO. 1, CITY OF EL PASO, EL PASO COUNTY, TEXAS

JOB # 918-08 DATE: AUGUST 29, 2019 FIELD: A.V. OFFICE: C.C.

RON R. CONDE R.P.L.S. #5152

CERTIFICATION
THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF BASED ON THE FACTS EXISTING AT TIME OF THIS SURVEY.



LINE TABLE PARCEL 1

L1	588'4.20'W	44.00'	N88°44'20"E
L2	588'4.20'W	44.00'	N88°44'20"E
L3	588'4.20'W	30.00'	N88°44'20"E
L4	588'4.20'W	30.00'	N88°44'20"E

LINE TABLE PARCEL 1

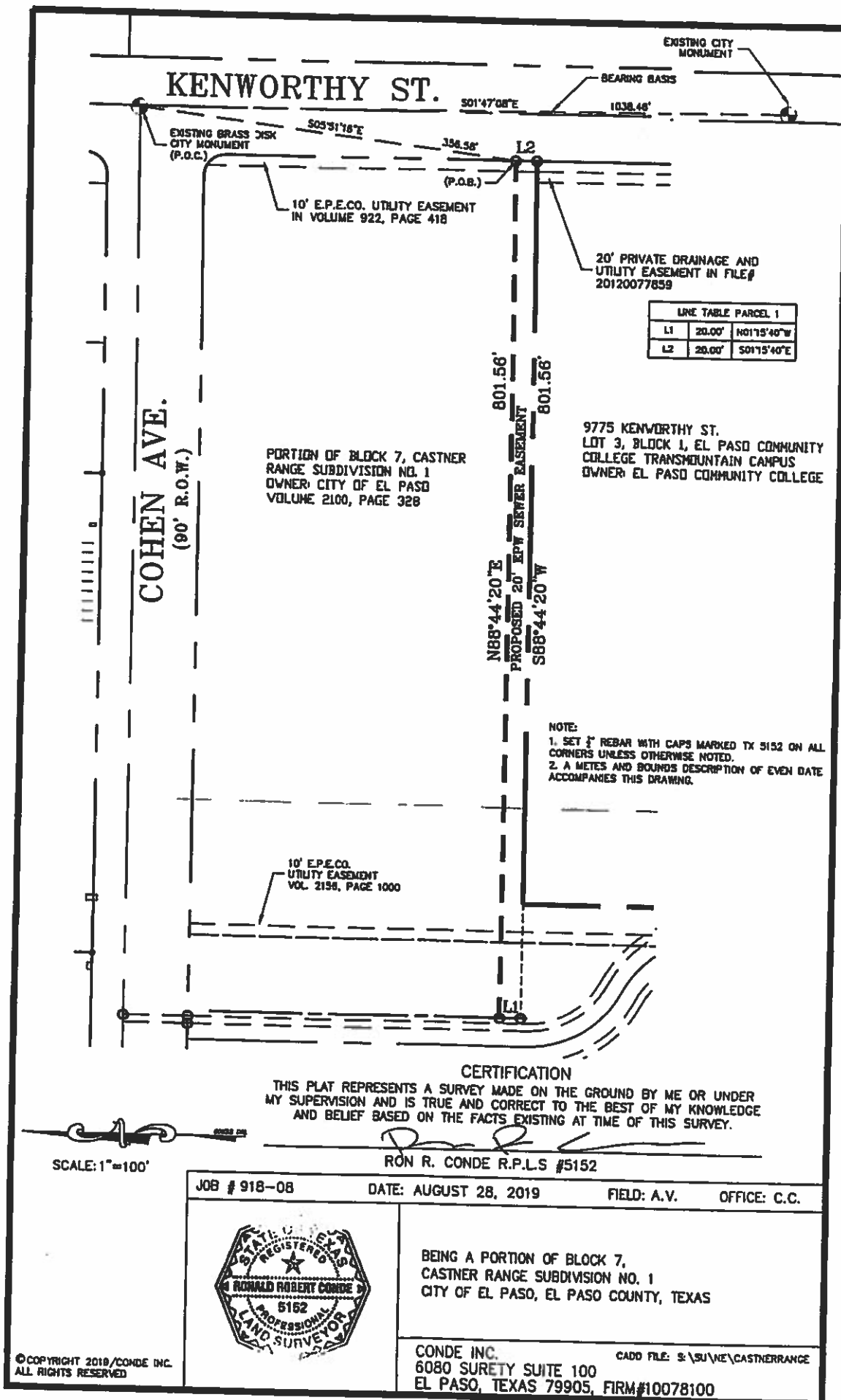
L1	588'4.20'W	44.00'	N88°44'20"E
L2	588'4.20'W	44.00'	N88°44'20"E

CURVE TABLE PARCEL 2

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	55.00'	91.81'	50.98'	87.41'	53°37'14"E
C2	55.00'	91.81'	50.98'	87.41'	53°37'14"E
C3	55.00'	91.81'	50.98'	87.41'	53°37'14"E
C4	55.00'	91.81'	50.98'	87.41'	53°37'14"W
C5	55.00'	91.81'	50.98'	87.41'	53°37'14"W
C6	55.00'	91.81'	50.98'	87.41'	53°37'14"W
C7	55.00'	91.81'	50.98'	87.41'	53°37'14"W
C8	55.00'	91.81'	50.98'	87.41'	53°37'14"W
C9	55.00'	91.81'	50.98'	87.41'	53°37'14"W

CURVE TABLE PARCEL 1

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	78.00'	84.25'	46.76'	80.21'	53°37'14"E
C2	78.00'	84.25'	46.76'	80.21'	53°37'14"E
C3	78.00'	84.25'	46.76'	80.21'	53°37'14"E
C4	78.00'	84.25'	46.76'	80.21'	53°37'14"E
C5	78.00'	84.25'	46.76'	80.21'	53°37'14"E
C6	78.00'	84.25'	46.76'	80.21'	53°37'14"E
C7	78.00'	84.25'	46.76'	80.21'	53°37'14"E
C8	78.00'	84.25'	46.76'	80.21'	53°37'14"E
C9	78.00'	84.25'	46.76'	80.21'	53°37'14"E



Prepared for: El Paso Water Utilities
August 29, 2019
(44 foot Utility & Access Easement)
(Parcel 1)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Block 7, Castner Range Subdivision No. 1, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

Commencing for reference at an existing brass disk City monument at the intersection of Cohen Avenue and Kenworthy Street from which an existing brass disk City monument located in Kenworthy Street bears, South 01°47'08" East a distance of 1038.46 feet; Thence along Cohen Avenue South 88°44'20" West a distance of 850.73 feet to a point; Thence South 01°15'40" East a distance of 60.00 feet to a set ½" rebar marked TX. 5152 on the northerly right of way line Cohen Avenue for the "TRUE POINT OF BEGINNING".

Thence leaving said right of way line, South 01°15'40" East a distance of 319.93 feet to a set ½" rebar for a point of curve;

Thence, 84.25 feet along the arc of a curve to the left with a radius of 78.00 feet, with a central angle of 61°53'09" a chord which bears South 32°12'14" East a distance of 80.21 feet to a set ½" rebar with cap marked TX 5152 for a point of reverse curve;

Thence 131.77 feet along the arc of a curve to the right which has a radius of 122.00 feet, a central angle of 61°53'09" a chord which bears South 32°12'14" East a distance of 125.46 feet to a set ½" rebar with cap marked TX 5152;

Thence, South 88°44'20" West a distance of 44.00 feet to a set ½" rebar with cap marked TX 5152;


Thence 84.25 feet along the arc of a curve to the left which has a radius of 78.00 feet, a central angle of 61°53'09" a chord which bears North 32°12'14" West a distance of 80.21 feet to a set ½" rebar with cap marked TX 5152 for a point of reverse curve;

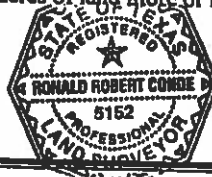
Thence 131.77 feet along the arc of a curve to the right which has a radius of 122.00 feet, a central angle of 61°53'09" a chord which bears North 32°12'14" West a distance of 125.46 feet to a set ½" rebar with cap marked TX 5152;

Thence, North 01°15'40" West a distance of 319.93 feet to a set ½" rebar with cap marked TX 5152 on the southerly right of way line of Cohen Avenue;

Thence along said right of way line, North 88°44'20" East a distance of 44.00 feet to the "TRUE POINT OF BEGINNING" and containing 23,581 square feet or 0.5413 acres of land more or less.

A drawing of even date accompanies this description.


Ron R. Conde
R.P.L.S. No 5152



CONDE INC
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 FIRM# 10078100

Prepared for: El Paso Water Utilities
August 29, 2019
(Parcel 2)
(30' El Paso Water Easement)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Block 7, Castner Range Subdivision No. 1, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

Commencing for reference at an existing brass disk City monument in the intersection of Cohen Avenue and Kenworthy Street from which an existing brass disk City monument in Kenworthy Street bears, South $01^{\circ}47'08''$ East a distance of 1038.46 feet; Thence along Cohen Avenue, South $88^{\circ}44'20''$ West a distance of 857.73 feet to a point; Thence South $01^{\circ}15'40''$ East a distance of 60.00 feet to a set $\frac{1}{2}$ " rebar marked TX. 5152 on the northerly right of way line Cohen Ave for the "TRUE POINT OF BEGINNING".

Thence leaving said right of way line, South $01^{\circ}15'40''$ East a distance of 319.93 feet to a set $\frac{1}{2}$ " rebar;

Thence, 91.81 feet along the arc of a curve to the left which has a radius of 85.00 feet, a central angle of $61^{\circ}53'09''$ a chord which bears, South $32^{\circ}12'14''$ East a distance of 87.41 feet to a set $\frac{1}{2}$ " rebar for a point of reverse curve;

Thence, 124.21 feet along the arc of a curve to the right which has a radius of 115.00 feet, a central angle of $61^{\circ}53'09''$ a chord which bears, South $32^{\circ}12'14''$ East a distance of 118.26 feet to a set $\frac{1}{2}$ " rebar;

Thence, South $88^{\circ}44'20''$ West a distance of 30.00 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152;


Thence, 91.81 feet along the arc of a curve to the left which has a radius of 85.00 feet, a central angle of $61^{\circ}53'09''$ a chord which bears, North $32^{\circ}12'14''$ West a distance of 87.41 feet to a set $\frac{1}{2}$ " rebar for a point of reverse curve;

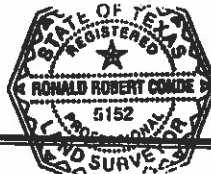
Thence, 124.21 feet along the arc of a curve to the right which has a radius of 115.00 feet, a central angle of $61^{\circ}53'09''$ a chord which bears, North $32^{\circ}12'14''$ West a distance of 118.26 feet to a set $\frac{1}{2}$ " rebar;

Thence, North $01^{\circ}15'40''$ West a distance of 319.93 feet to a set $\frac{1}{2}$ " rebar on the southerly right of way line of Cohen Avenue;

Thence along said right of way line, North $88^{\circ}44'20''$ East a distance of 30.00 feet to the "TRUE POINT OF BEGINNING" and containing 16,079 square feet or 0.36917 acres of land more or less.

A drawing of even date accompanies this description.


Ron R. Conde
R.P.L.S. No 5152



CONDE INC
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 FIRM# 10078100

Prepared for: El Paso Water Utilities
August 28, 2019
(Parcel 3)
20 foot El Paso Water Utilities Sewer Easement

METES AND BOUNDS DESCRIPTION

Description of parcel of land being a line, being a portion of Block 7, Castner Range Subdivision No. 1, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

Commencing for reference at an existing brass disk city monument near the intersection of Cohen Avenue and Kenworthy Street from which an existing brass disk monument near the centerline of Kenworthy Street bears, South $01^{\circ}47'08''$ East a distance of 1038.46 feet; Thence, South $05^{\circ}51'16''$ East a distance of 356.58 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152 on the westerly right of way line Kenworthy Street for the "TRUE POINT OF BEGINNING".


Thence along said right of way line, South $01^{\circ}15'40''$ East a distance of 20.00 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152 on the southerly line of City of El Paso Property recorded in Volume 2100, Page 328, Real Property Records of El Paso County, Texas;

Thence along said line, South $88^{\circ}44'20''$ West a distance of 801.56 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152;

Thence, North $01^{\circ}15'40''$ West a distance of 20.00 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152;

Thence, North $88^{\circ}44'20''$ East a distance of 801.56 feet to the "TRUE POINT OF BEGINNING" and containing 16,031 square feet or 0.3680 acres of land more or less.

A drawing of even date accompanies this description.


Ron R. Conde
R.P.L.S. No 5152



CONDE INC
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 FIRM# 10078100

ATTACHMENT A

DISTRICT 04 WATER PARK

Certificate of Final Completion



EL PASO WATER UTILITIES - PUBLIC SERVICE BOARD

CERTIFICATE OF FINAL COMPLETION

COHEN ENTERRAINMENT DISTRICT

PHASE 1 ("CED1")

The water and wastewater mains and facilities were installed by _____,
General Contractor for the Capital Improvement Department of the City of El Paso (CID).

The above-referenced Project has been completed in accordance with all design specifications and the Plans as issued by the El Paso Water Utility and all "Punch list" items have been completed as of _____
(DATE).

The one year warranty period begins on _____ (DATE).

Contractor:

Contractor

____ / ____ / ____
Date

Capital Improvement Department of the City of El Paso:

City Engineer

____ / ____ / ____
Date

ACCEPTANCE

The Work has been inspected and I hereby certify that the project is acceptable for inclusion in the El Paso Water Utilities system.

OWNER:

Project Engineer Manager (PEM)

____ / ____ / ____
Date

Engineering Division Manager

____ / ____ / ____
Date