

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

DEPARTMENT: Planning and Inspections, Planning Division

AGENDA DATE: Introduction: 03/03//2020
Public Hearing: 03/17/2020

CONTACT PERSON NAME AND PHONE NUMBER:

Philip F. Etiwe, 915-212-1553, Etiwepf@elpasotexas.gov
Armida R. Martinez, 915-212-1605, Martinezar@elpasotexas.gov

DISTRICT(S) AFFECTED: 8

STRATEGIC GOAL: 3 – Promote the visual image of El Paso

SUBGOAL: 3.1 – Provide business friendly permitting and inspection processes
3.2 – Improve the visual impression of the community

SUBJECT:

An Ordinance granting a Special Privilege License to Mills Plaza Parking II, LP to permit the construction, installation, maintenance, use, and repair of an aerial encroachment of a vehicular crossing over portions of City Right-Of-Way along San Antonio Avenue adjacent to the property located at 104 S. El Paso Street, El Paso, Texas; setting the license term for a term of Fifteen years (15) with One (1) renewable Fifteen (15) year term. **NESV2019-00005 (District 8)**

BACKGROUND / DISCUSSION:

This item was distributed to the Development Coordinating Committee (DCC) on April 2, 2019. This final License Agreement has been drafted in accordance to staff comments. No subsequent adverse comments were received.

PRIOR COUNCIL ACTION:

There is no prior City Council action on this proposed request.

AMOUNT AND SOURCE OF FUNDING:

N/A

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

DEPARTMENT HEAD:

 for

Philip F. Etiwe, Director
Planning and Inspections Department

**CITY OF EL PASO, TEXAS
AGENDA ITEM
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CITY CLERK DEPT
2020 FEB 27 AM 9:58

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AMOUNT AND SOURCE OF FUNDING:

N/A

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

DEPARTMENT HEAD:

 for

Philip F. Etiwe, Director
Planning and Inspections Department

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL PRIVILEGE LICENSE TO MILLS PLAZA PARKING II, LP TO PERMIT THE CONSTRUCTION, INSTALLATION, MAINTENANCE, USE, AND REPAIR OF AN AERIAL ENCROACHMENT OF A VEHICULAR CROSSING OVER PORTIONS OF CITY RIGHT-OF-WAY ALONG SAN ANTONIO AVENUE ADJACENT TO THE PROPERTY LOCATED AT 104 S. EL PASO STREET, EL PASO, TEXAS; SETTING THE LICENSE TERM FOR A TERM OF FIFTEEN YEARS (15) WITH ONE (1) RENEWABLE FIFTEEN (15) YEAR TERM.

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

SECTION 1. DESCRIPTION

The City of El Paso (hereinafter called "City") hereby grants a Special Privilege License (hereinafter called "License") to **MILLS PLAZA PARKING II, LP** (hereinafter referred to as the "Grantee"), to permit the construction, installation, future maintenance, use and repair of a aerial encroachment of a vehicular crossing encroaching 8,400 square feet into the public right-of-way over portions of City Right-Of-Way along San Antonio Avenue adjacent to the Property located at 104 S. El Paso Street as shown in *Exhibit "A,"* which is made a part hereof for all purposes (hereinafter referred to as "License Area").

SECTION 2. LICENSE AREA

The aerial rights granted herein over portions of rights-of-way along San Antonio Avenue, El Paso Street and legally described as a portion of San Antonio Avenue right-of-way between Blocks 6 and 14, Mills Addition, City of El Paso, El Paso County, Texas to permit the construction, installation, future maintenance, use and repair of aerial encroachment of a vehicular crossing is more particularly shown in *Exhibit "B,"* which is made a part hereof for all purposes (hereinafter referred to as "License Area").

SECTION 3. USE OF PROPERTY

This License is granted solely for the encroachment onto City rights of way, which includes the requirement and responsibility for maintenance, construction, use and repair of a vehicular crossing. Grantee agrees to maintain the License Area in proper working condition and in accordance with all applicable City specifications, which includes restoration to allow and not impede the City's use of the right of way for pedestrian and vehicular access.

Except for the waiver of fees as provided herein, this Special Privilege License shall not be construed to waive any City permit requirements. Grantee shall be responsible for all maintenance. Grantee, at no cost to the City, shall clean up all litter and debris within the License Area, leaving City rights-of-way in a clean and orderly condition at all times.

This License shall not permit or be construed to permit any other private use of the City right-of-way that impairs its function as a City right-of-way. Except for maintenance of a vehicular crossing as provided herein, Grantee shall not construct any additional improvements, or make any additions or

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104 S. El Paso Street (walkway)
RTA

NESV2019-00005

alterations on, above, or below the City right-of-way, without prior written consent of the El Paso City Manager or designee.

SECTION 4. REGULATION OF CONSTRUCTION

The work done by Grantee in installation, replacing, repairing, reconstructing, or maintaining a vehicular crossing shall be subject to and governed by all the applicable laws, rules and regulation of the City, State, and Federal laws that are applicable to the construction, maintenance and repair of a vehicular crossing. Work done in connection with the repair and maintenance of a vehicular crossing is subject to the continuing police power of the City.

In the event that Grantee desires to reconstruct, repair, maintain, or replace a vehicular crossing built hereunder, Grantee shall obtain all applicable permits required by the City. Where proposed, any excavation or trenching and other construction in the License Area shall be so carried out as to interfere as little as practical with the surface use of the License Area in accordance with any lawful and reasonable direction given by or under the authority of the governing body of the City under the police and regulatory powers necessary to provide for public convenience.

Grantee covenants and agrees that Grantee shall, at Grantee's own expense, repair all water lines, storm and sanitary sewer lines, service lines and water meters owned by the City that Grantee, Grantee's employees, contractors, agents or assigns damage so that such repair of the water lines, storm and sanitary sewer lines and water meters shall comply with any applicable City codes.

The City shall have the power at any time to order and require Grantee to remove and abate any portion of the License Area that is dangerous to life or property; provided however that the City agrees that the current Subterranean Encroachment is not a danger to life or property. Should Grantee, after notice, fail or refuse to comply within a reasonable time, the City shall have the power to remove or abate the same, at the expense of Grantee. In the event City removes or abates the License Area as provided herein, Grantee shall not be compensated for the loss of the License Area, or revenues associated with the area, nor shall the City be liable to the Grantee for any direct, indirect or consequential damages due to the removal or abatement of the License Area.

SECTION 5. TERM

License Term for a vehicular crossing: In accordance with City Code, Subsection 15.08.120(E)(1)(h), this license authorizing the encroachment of the proposed Vehicular crossing, as more particularly identified in *Exhibit "B,"* shall be for a term of fifteen (15) years from the Effective Date hereof, unless terminated earlier as provided herein.

Grantee shall have the right to extend this Special Privilege for one (1) additional fifteen (15) year term upon written notice to the City. Grantee shall be required to pre-pay to the City the entire amount for the additional fifteen (15) year term as described in Section 8 of this License. If Grantee wishes the City to extend this License, Grantee shall submit a request in writing to the City no later than three (3) months prior to the expiration date of this License. Should Grantee fail to submit such request for the extension of this License to the City as herein required, the License shall expire upon the expiration date.

SECTION 6. WORK DONE BY OTHERS

Throughout the term of this License, the City expressly reserves the right to install, repair, or reconstruct the City right-of-way used or occupied by Grantee, any streets or alleys and all ancillary public uses, usual and customary in connection with streets and alleys, expressly including but not limited to, drainage facilities and structures.

The City reserves the right, subject to further conditions described in this paragraph, to lay and permit to be laid, utility lines including, but not limited to, storm and sanitary sewer, gas, water, and other pipelines or cables, and to do and permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the governing body of the City in, across, along, over or under the License Area occupied by Grantee, and to change any curb or sidewalk or the street grade of any street. The City shall notify Grantee of work to be performed as herein described. The City shall not be liable to Grantee for any damage resulting there from, nor shall the City be liable to Grantee for any damages arising out of the performance of any work by the City, its contractors or subcontractors, not willfully and unnecessarily occasioned; provided, however, nothing herein shall relieve any other persons or entities from liability for damage to the License Area. If the City requires Grantee to alter, change, adapt, remove, or relocate the Vehicular crossing due to imminent public safety concerns, or because of changes in the grade of the License Area or in the location or manner of constructing a water pipe, sewer pipe or other underground or aboveground pipes owned by the City, Grantee shall make the alterations or changes as soon as practicable when ordered in writing by the City without claim for reimbursement or damages against the City. If these requirements impose a financial hardship upon Grantee, Grantee shall have the right to present alternative proposals for the City's consideration. If the City requires Grantee to remove, alter, change, adapt or relocate its Vehicular crossing or any portion thereof to enable any other entity or person, except the City, to use, or to use with greater convenience, the License Area, Grantee shall not be required to make such changes.

SECTION 7. RESERVATION OF SURFACE, SUBSURFACE, AND AIRSPACE RIGHTS

Except as provided herein, the City reserves the right to use the surface or subsurface or airspace within the License Area for any public purposes allowed by law and deemed necessary by the City and to do or permit to be done any work in connection therewith which may be deemed necessary or proper by the City on, across, along, under or over said License Area occupied by Grantee provided such use does not interfere with Grantee's use of the License Area.

SECTION 8. CONSIDERATION

As consideration for this special Privilege License, the Grantee shall pay to the City TEN THOUSAND EIGHTY AND 00/100 DOLLARS (\$10,080).00 per year. The annual fee shall remain the same for a period of one year from the date of execution by the El Paso City Council and shall be subject to change after each one year period the License remains in effect. The El Paso City Council retains the right to increase or decrease the annual fee specified in this License.

The City shall notify the Grantee of any proposed changes in fees as prescribed in Section 15 (Notice) of this License. This License is granted on the condition the Grantee pay for all costs associated with the Vehicular crossing, as well as all costs for the restoration of the License Area upon the termination of the License.

The first annual consideration shall be due and owing prior to the El Paso City Council approval of the License. The advance payment shall be in the form of a cashier's check or business check payable to "The City of El Paso" and delivered to the Planning and Inspections Department for remittance to the Financial Services Department. If the Special Privilege is disapproved by the El Paso City Council, a full refund of the payment shall be made by the Financial Services Department within fifteen (15) days of the denial action. Subsequent annual considerations shall be due the first day of the month in which the License has been granted by the El Paso City Council and remitted to the Financial Services Department.

ADVANCE PAYMENT OPTION:

Grantee shall have the option of pre-paying the City the entire amount for the FIFTEEN (15) year term of the License, prior to the execution of this License. The FIFTEEN (15) year amount is equal to ONE HUNDRED TWENTY-THREE THOUSAND NINE HUNDRED FORTY-FOUR AND 42/100 DOLLARS (\$123,944.42). Said \$123,944.42 reflects the net present value (NPV) at a three percent (3%) discount rate of the annual fees for the entire FIFTEEN (15) year term of the License. Should Grantee select the advance payment option, Grantee shall not be entitled to a refund of the consideration paid to the City in case of cancellation by the City and/or the Grantee prior to the expiration of the 15 year term.

Both the annual consideration and the advance payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including, but not limited to, ad valorem taxes, assessments for public improvements or any other assessments that may be enacted during the term of this License or any renewal, except hereinafter provided. The fee established in this section shall not be affected by any relocation of Grantee's Vehicular crossing Encroachment required by the City pursuant to this License.

The fee payment shall be exclusive of and in addition to all costs of obtaining required permits, plans and other approvals as necessary to conform to all other applicable City Special Privileges and regulations.

SECTION 9. INSURANCE

Prior to commencement of any future construction, repairs, or maintenance operations during the term of this License, Grantee shall provide the City with a certificate of insurance and shall maintain such insurance in effect during the term of this License. The City shall be named as an additional insured on all of the Grantee's insurance policies that are required by this License. Failure to maintain insurance after receipt of notice of default and thirty (30) days to cure shall be a material breach of this License and a basis for termination of this License by the City.

Grantee shall obtain and provide a general liability policy with a one million dollar (\$1,000,000.00) limit, per occurrence, for personal injury, death, and property damage, with a minimum one million dollar (\$1,000,000.00) general aggregate limit. These amounts are not a limitation upon the Grantee's agreement to indemnify and hold the City harmless.

Grantee shall procure said insurance with a solvent insurance company authorized to do business in Texas. Such policy or certificate shall provide that the insurance cannot be canceled, modified or the amount of coverage changed without thirty (30) days prior written notice to the Financial

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104 S. El Paso Street (walkway)

RTA

NESV2019-00005

Services Department, or ten (10) days prior written notice to the Financial Services Department for cancellation based on non-payment of insurance premiums. Grantee shall file a copy of the policy of insurance with Financial Services Department and the Planning and Inspections Department. If the policy is not kept in full force and effect throughout the term of this License, the License shall automatically become void.

SECTION 10. INDEMNITY

AS A CONDITION OF THIS LICENSE, GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND COSTS), FEES, FINES, PENALTIES, PROCEEDINGS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH OR PROPERTY DAMAGE, ARISING OUT OF, RESULTING FROM OR RELATED TO THE GRANTEE'S ACTIVITIES UNDER THIS LICENSE, INCLUDING ANY ACT OR OMISSION BY THE GRANTEE, THE GRANTEE'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, ALL, WITHOUT, HOWEVER, WAIVING GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY, HEREAFTER, THE "DAMAGES". THIS INDEMNIFICATION SHALL APPLY EVEN WHERE SUCH DAMAGES DESCRIBED ABOVE INVOLVE THE NEGLIGENCE OR ALLEGATIONS OF NEGLIGENCE ON THE PART OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES.

The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any person or entity. Without modifying the conditions of preserving, asserting, or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to the Grantee every demand, notice, summons, or other process received by the City in any claim or legal proceeding contemplated herein. Grantee shall investigate or cause the investigation of accidents or occurrences involving such damages, negotiate or cause to be negotiated the claim as the Grantee may deem expedient, and defend or cause to be defended on behalf of the City all suits for damages, even if groundless, false or fraudulent brought because of such damages. Grantee shall pay all judgments finally establishing liability of the City in actions defended by Grantee pursuant to this section, along with all attorneys' fees and costs incurred by the City, including interest accruing to the date of payment by Grantee and premiums on any appeal bonds.

The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. In addition, the Grantee shall promptly advise the City in writing of any claim or demand against the City or the Grantee known to the Grantee related to or arising out of the Grantee's activities under this License. **The City will not be responsible for any loss of or damage to the Grantee's property from any cause.**

SECTION 11. RIGHTS IN THE EVENT OF ABANDONMENT

As an express condition of this License, and not as a mere covenant, in the event Grantee abandons the Vehicular crossing or a portion thereof or ceases to use the Vehicular crossing Encroachment for the purposes enumerated herein for any period of six (6) months or longer, other than the time elapsing between the Effective Date of this license and the completion of construction of the Vehicular crossing, this License shall automatically terminate, free and clear of any right, title, or interest in Grantee without the necessity of any notice to Grantee or any re-entry by the City.

SECTION 12. CANCELLATION

Grantee shall have the option to terminate this License at any time upon giving the City written notice thirty (30) days in advance of such termination. In addition, the City shall have the option to cancel and terminate this License for failure of Grantee to comply with any material provision or requirement contained in this agreement after thirty (30) days written notice to Grantee. However, if said breach or failure to comply cannot be reasonably cured within thirty (30) days, if Grantee shall proceed promptly to cure the same with due diligence, the time for curing such failure to comply shall be extended for such period of time as may be deemed reasonably necessary by the City to complete such curing unless such breach involves public safety.

The City shall have the option to terminate this License at any time upon giving the Grantee written notice thirty (30) days in advance of such termination, at no cost to the City and may take possession of the City right-of-way. All rights of the Grantee for the City right-of-way shall then be terminated. If the License is cancelled by the City, Grantee shall not be entitled to a refund of the paid annual consideration for the months remaining in the License year (the twelve month period beginning on the effective date of this License). If this License is cancelled due to Grantee's failure to cure any default under this License, abandonment or cancellation by Grantee, Grantee shall not be entitled to a refund of consideration paid to the City.

Upon termination of this License, prior to the expiration of the original term for any reason, Grantee shall remove Grantee's Rooftop Structure Encroachment located in the License Area at no cost to the City. Grantee shall restore the License Area to the reasonable satisfaction of the City Engineer and in accordance with City specifications, at Grantee's own cost and expense. Any such restoration shall be subject to the reasonable approval of the City. If the Grantee fails to restore the License Area as required herein, the City may at its option restore the License Area and charge such costs to Grantee who shall be responsible for payment of such repair and restoration costs.

The City shall have the option to terminate this License at any time or assure that the property is maintained in good order throughout the term of the license upon written notice sixty (60) days in advance of such termination, at no cost to the City and may take possession of the City right-of-way. All rights of the Grantee for the City right-of-way shall then be terminated, unless upon termination of this License, the City agrees to the sale of the land to the Grantee, which upon payment of a fair valuation therefore, the land shall be and become the property of the Grantee.

SECTION 13. RECORDS

The El Paso City Council and the El Paso City Manager or designee shall be kept fully informed by Grantee as to matters pertaining in any way to Grantee's exercise of Grantee's rights under this License, including the construction, replacement, maintenance, and repair of the Vehicular crossing within the License Area. Obtaining all applicable City permits shall be deemed sufficient to keep such parties informed. Grantee shall keep complete and accurate maps, construction drawings, and specifications describing the location of the structure(s) within the City right-of-way. The City shall have the right, at reasonable times to inspect such maps, construction drawings, and specifications.

SECTION 14. NOTICE

Any notice or communication required in the administration of this License shall be sent in writing by prepaid certified mail, return receipt requested, to the following addresses:

CITY:	City of El Paso Attn: City Manager 300 North Campbell Street El Paso, Texas 79901
with copy to:	City of El Paso ATTN: Planning and Inspections Department 811 Texas Avenue El Paso, Texas 79901
with copy to:	City of El Paso ATTN: Financial Services Department – Financial Accounting & Reporting 300 North Campbell Street El Paso, Texas 79901
GRANTEE:	MILLS PLAZA PARKING II, LP 123 W. Mills Avenue, Suite 600 El Paso, Texas 79901

or to such other addresses as Grantee may designate from time to time by written notice as required in this paragraph.

SECTION 15. ASSIGNMENT

The rights granted by this License inure to the benefit of the Grantee, and any parent, subsidiary, or successor entity now or hereafter existing. The rights shall not be assignable without the express advanced written consent of the El Paso City Manager.

SECTION 16. LEASING OR DEDICATION OF FACILITIES

Grantee, without the advanced written consent of the El Paso City Manager or designee, shall not lease the License Area to any non-grantee person or entity.

SECTION 17. ADMINISTRATION OF LICENSE

The El Paso City Manager or designee is the principal City official responsible for the administration of this License. Grantee recognizes that questions regarding the interpretation or application of this License shall be referred to the El Paso City Manager or designee.

SECTION 18. NO PROPERTY RIGHTS

Nothing herein shall grant any real property interest to the Grantee nor give rise to any vested right in the Grantee, Grantee's assigns or successors in interest, none of whom shall have a cause of action for damages upon revocation or termination of this License in accordance with the terms herein.

SECTION 19. LIENS AND ENCUMBRANCES

Grantee shall defend and indemnify the City against any liability and loss of any type arising from any lien or encumbrance on the License Area that arises or is alleged to have arisen from Grantee's use of the Licensed Area.

SECTION 20. RIGHT OF ENTRY AND INSPECTION

The City's authorized representative shall have the right to enter upon the licensed area at all reasonable times for the purpose of inspecting the same and determining compliance with the terms of this License.

SECTION 21. LAWS AND ORDINANCES

Grantee shall comply with all applicable statutes, laws, codes and ordinances applicable to Grantee's construction, repair, renovation, alteration or use of the License Area.

SECTION 22. ENTIRE AGREEMENT

This document contains all of the agreements between the parties and may not be modified, except by an agreement in writing signed by both parties.

SECTION 23. SEVERABILITY

Every provision of this license is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality shall not affect the validity of the remainder of this license.

SECTION 24. LAWS GOVERNING/VENUE

The laws of the State of Texas shall govern the validity, performances, and enforcement of this license and if legal action is necessary to enforce it, exclusive venue shall be in El Paso County, Texas.

SECTION 25. RESTRICTIONS AND RESERVATIONS

This License is subject to all rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land. If, at any time during the initial term of this license, or any extension thereof, any such rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land, preclude, interrupt or interfere with Grantee's use of the License Area, Grantee shall have the right to terminate this License upon giving the City prior written notice of its intent to do so.

SECTION 26. EFFECTIVE DATE

The Effective Date of this License shall be the date last entered below. This License shall not take effect unless Grantee files Grantee's written acceptance with the City prior to the enactment of this License by the El Paso City Council.

ADOPTED this ____ day of _____, 2020.

WITNESS THE FOLLOWING SIGNATURES AND SEALS

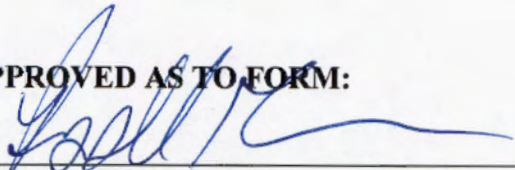
THE CITY OF EL PASO:

Dee Margo
Mayor

ATTEST:


Laura Prine
City Clerk

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:

 for

Philip F. Etiwe, Director
Planning and Inspections Department

ACCEPTANCE

The above instrument, with all conditions thereof, is here by accepted this 7th day of February, 2020.

GRANTEE:

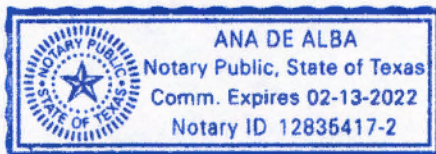
MILLS PLAZA PARKING II, LP

By: William Kell, as Vice President

ACKNOWLEDGMENT

THE STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 7th day of February, 2020, by William Kell, VP of Mills Plaza parking II, LP as Grantee.

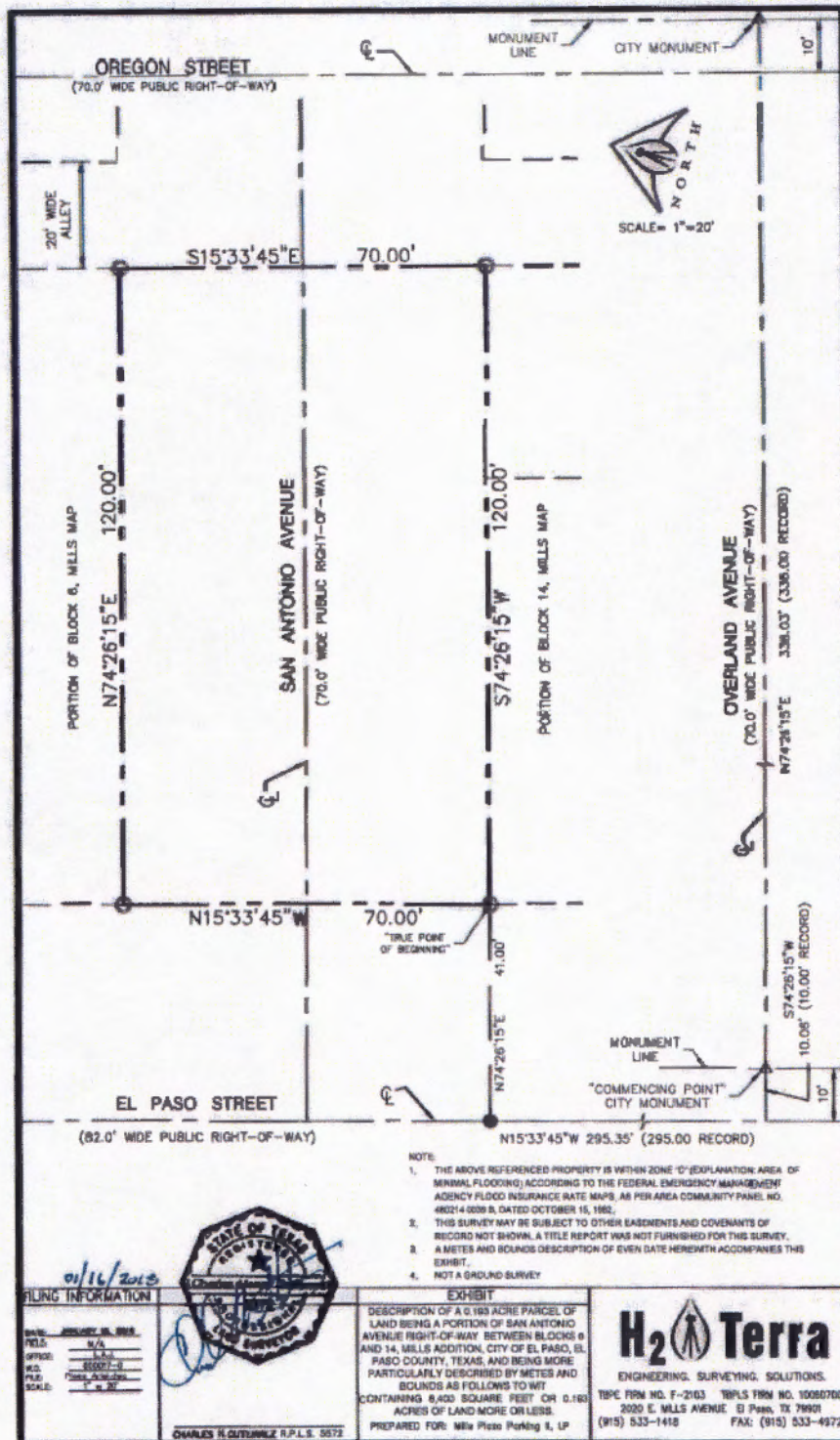


Ana De Alba
Notary Public, State of Texas

Ana De Alba
Notary's Printed or Typed Name

02/13/2022
My Commission Expires

EXHIBIT "A"



ORDINANCE NO. _____
 19-1007-2448 | 896041
 104 S. El Paso Street (walkway)
 RTA

NESV2019-00005

EXHIBIT "B"

PREPARED FOR: Mills Plaza Parking II, LP
Being a Portion of San Antonio Avenue right-of-way between Blocks 6 and 14, Mills Addition
City of El Paso, El Paso County, Texas
W.O.: 011518-7
January 16, 2018
Prepared by: L.A.J.

PROPERTY DESCRIPTION

A Portion of San Antonio Avenue

Description of a 0.193 acre parcel of land being a Portion of San Antonio Avenue right-of-way between Blocks 6 and 14, Mills Addition, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows to wit:

Commencing at a found city monument located 10 feet East of the centerline intersection of El Paso Street (82' Wide public right-of-way) and Overland Avenue (70' Wide public right-of-way) from which a found city monument located 10' east of the centerline of Overland Avenue and Oregon Street (70' Wide public right-of-way) bears North 74°26'15" East a distance of 336.03 feet (336.00 Record), Thence South 74°26'15" West along the centerline of Overland Avenue a distance of 10.06 feet (10.00 Record) to a point, Thence North 15°33'45" West along the centerline of El Paso Street a distance of 295.35 feet (295.00 Record) feet to a point, Thence North 74°26'15" East a distance of 41.00 feet to a point, said point lying along the Easterly right-of-way line of El Paso Street and the Southerly right-of-way line of San Antonio Avenue (70' Wide public right-of-way), said point being the "TRUE POINT OF BEGINNING";

Thence North 15°33'45" West a distance of 70.00 feet to a point, said being lying along the Northerly right-of-way line of San Antonio Avenue and the Easterly right-of-way line of El Paso Street;

Thence North 74°26'15" East along said Northerly right-of-way line of San Antonio Avenue a distance of 120.00 feet to a point, said point lying along the Westerly right-of-way line of a 20-foot-wide alley;

Thence South 15°33'45" East a distance of 70.00 feet to a point, said point lying along the Westerly right-of-way line of a 20-foot-wide alley and the Southerly right-of-way line of San Antonio Avenue;

Thence South 74°26'15" West along said easterly right-of-way line of San Antonio Avenue a distance of 120.00 feet back to the "TRUE POINT BEGINNING" and said parcel containing 8,400 square feet or 0.193 acres of land more or less.

01/16/2018
Charles H. Gutierrez R.P.L.S. 5572
H2O-Terra



NOTE: A EXHIBIT OF EVEN DATE HERewith ACCOMPANIES THIS METES AND BOUNDS DESCRIPTION.

MEMORANDUM

DATE: February 24, 2020
TO: The Honorable Mayor and City Council
Tommy Gonzalez, City Manager
FROM: Armida R. Martinez, Senior Planner
SUBJECT: NESV2019-00005

NESV2019-00005, Mills Plaza Parking II, LP to permit the construction, installation, maintenance, use, and repair of an aerial encroachment of a vehicular crossing over portions of City Right-Of-Way along San Antonio Avenue adjacent to the property located at 104 S. El Paso Street, El Paso, Texas

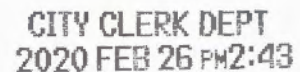
The aerial encroachment consists of a new aerial span across San Antonio St., which will serve as a pathway linking the two new parking garages, for the Plaza Hotel. The area of encroachment is 8,400 sq. ft.

This item was distributed to the Development Coordinating Committee (DCC) on April 2, 2019. This final License Agreement has been drafted in accordance to staff comments. No subsequent adverse comments were received.

Property Owner: Mills Plaza Parking II, LP

Applicant: Richard Bransford

Attachments: Distribution Packet





CITY CLERK DEPT
2020 FEB 26 PM2:44

March 27, 2019

City of El Paso
Planning and Inspections Department
811 Texas Avenue
El Paso, Texas 79901

To whom it may concern:

Enclosed please find application for the approval of the elevated aerial span across San Antonio Street for the Plaza Garage as shown on the attached documents.

Should you have any questions or comments, please do not hesitate to contact us at (915) 504-7100.

Respectfully,

Brent Harris
President
FML Acquisition GP, LLC
GP of Mills Plaza Parking II, LP







VIEW 3

12.05.2018

Plaza Hotel Parking Structure El Paso, Texas

digital imaging studio **d**

PREPARED FOR: Mills Plaza Parking II, LP
Being a Portion of San Antonio Avenue right-of-way between Blocks 6 and 14, Mills Addition
City of El Paso, El Paso County, Texas
W.O.: 011518-7
January 16, 2018
Prepared by: L.A.J.

PROPERTY DESCRIPTION
A Portion of San Antonio Avenue

Description of a 0.193 acre parcel of land being a Portion of San Antonio Avenue right-of-way between Blocks 6 and 14, Mills Addition, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows to wit:

Commencing at a found city monument located 10 feet East of the centerline intersection of El Paso Street (82' Wide public right-of-way) and Overland Avenue (70' Wide public right-of-way) from which a found city monument located 10' east of the centerline of Overland Avenue and Oregon Street (70' Wide public right-of-way) bears North 74°26'15" East a distance of 336.03 feet (336.00 Record), Thence South 74°26'15" West along the centerline of Overland Avenue a distance of 10.06 feet (10.00 Record) to a point, Thence North 15°33'45" West along the centerline of El Paso Street a distance of 295.35 feet (295.00 Record) feet to a point, Thence North 74°26'15" East a distance of 41.00 feet to a point, said point lying along the Easterly right-of-way line of El Paso Street and the Southerly right-of-way line of San Antonio Avenue (70' Wide public right-of-way), said point being the "TRUE POINT OF BEGINNING";

Thence North 15°33'45" West a distance of 70.00 feet to a point, said being lying along the Northerly right-of-way line of San Antonio Avenue and the Easterly right-of-way line of El Paso Street;

Thence North 74°26'15" East along said Northerly right-of-way line of San Antonio Avenue a distance of 120.00 feet to a point, said point lying along the Westerly right-of-way line of a 20-foot-wide alley;

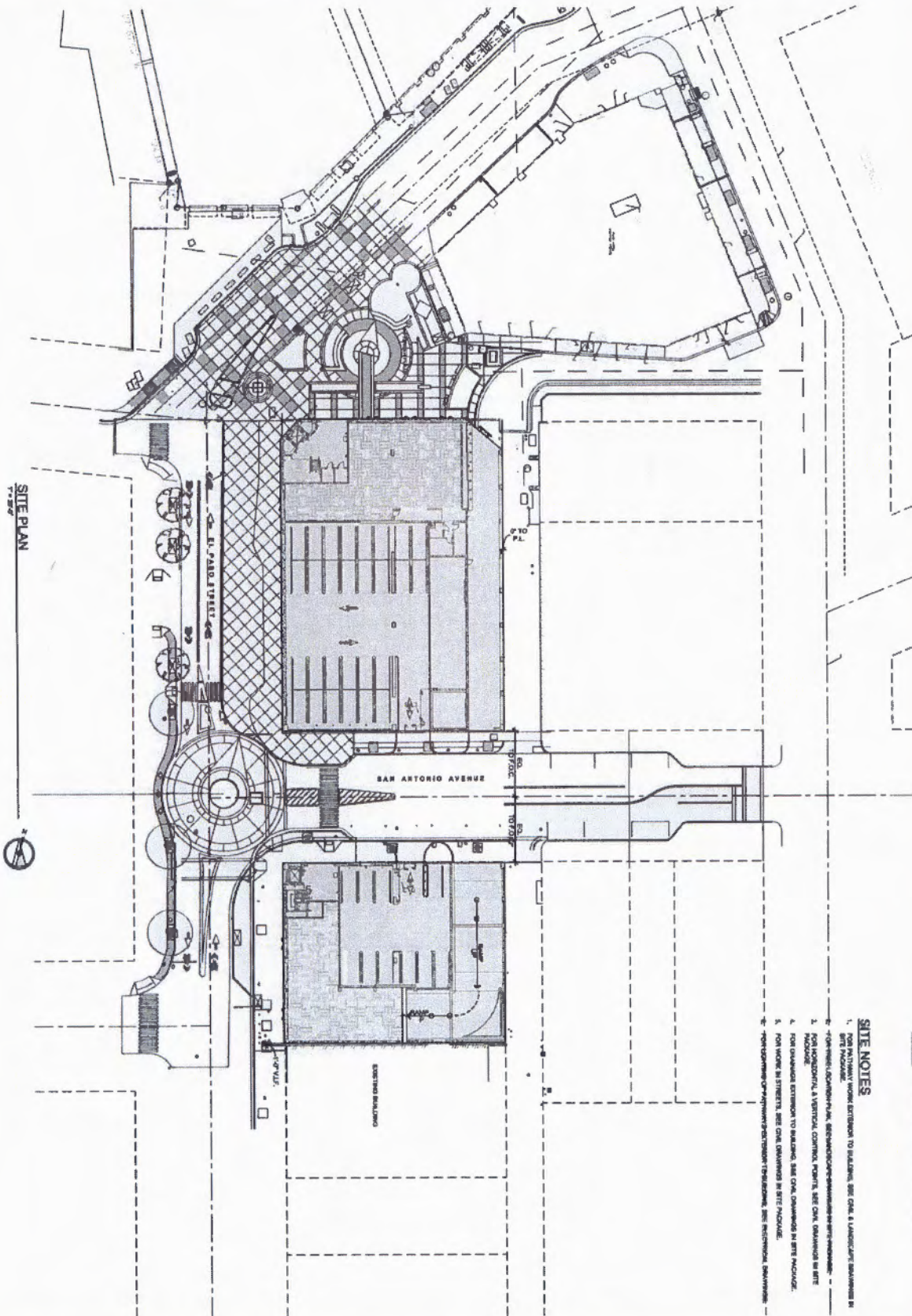
Thence South 15°33'45" East a distance of 70.00 feet to a point, said point lying along the Westerly right-of-way line of a 20-foot-wide alley and the Southerly right-of-way line of San Antonio Avenue;

Thence South 74°26'15" West along said easterly right-of-way line of San Antonio Avenue a distance of 120.00 feet back to the "TRUE POINT OF BEGINNING" and said parcel containing 8,400 square feet or 0.193 acres of land more or less.

01/16/2018
Charles H. Gutierrez R.P.L.S. 5572
H2O-Terra



NOTE: A EXHIBIT OF EVEN DATE HERewith ACCOMPANIES THIS METES AND BOUNDS DESCRIPTION.



LEGEND

EXISTING BUILDING FOOTPRINT

SITE NOTES

1. FROM EXISTING BUILDING EXTENSION TO BUILDING, SEE CIVIL & LANDSCAPE DRAWINGS IN SITE PACKAGE.
2. FROM EXISTING BUILDING EXTENSION TO BUILDING, SEE CIVIL & LANDSCAPE DRAWINGS IN SITE PACKAGE.
3. FROM EXISTING BUILDING EXTENSION TO BUILDING, SEE CIVIL & LANDSCAPE DRAWINGS IN SITE PACKAGE.
4. FROM EXISTING BUILDING EXTENSION TO BUILDING, SEE CIVIL & LANDSCAPE DRAWINGS IN SITE PACKAGE.
5. FROM EXISTING BUILDING EXTENSION TO BUILDING, SEE CIVIL & LANDSCAPE DRAWINGS IN SITE PACKAGE.

SITE PLAN PLAZA HOTEL PARKING STRUCTURE EL PASO, TEXAS



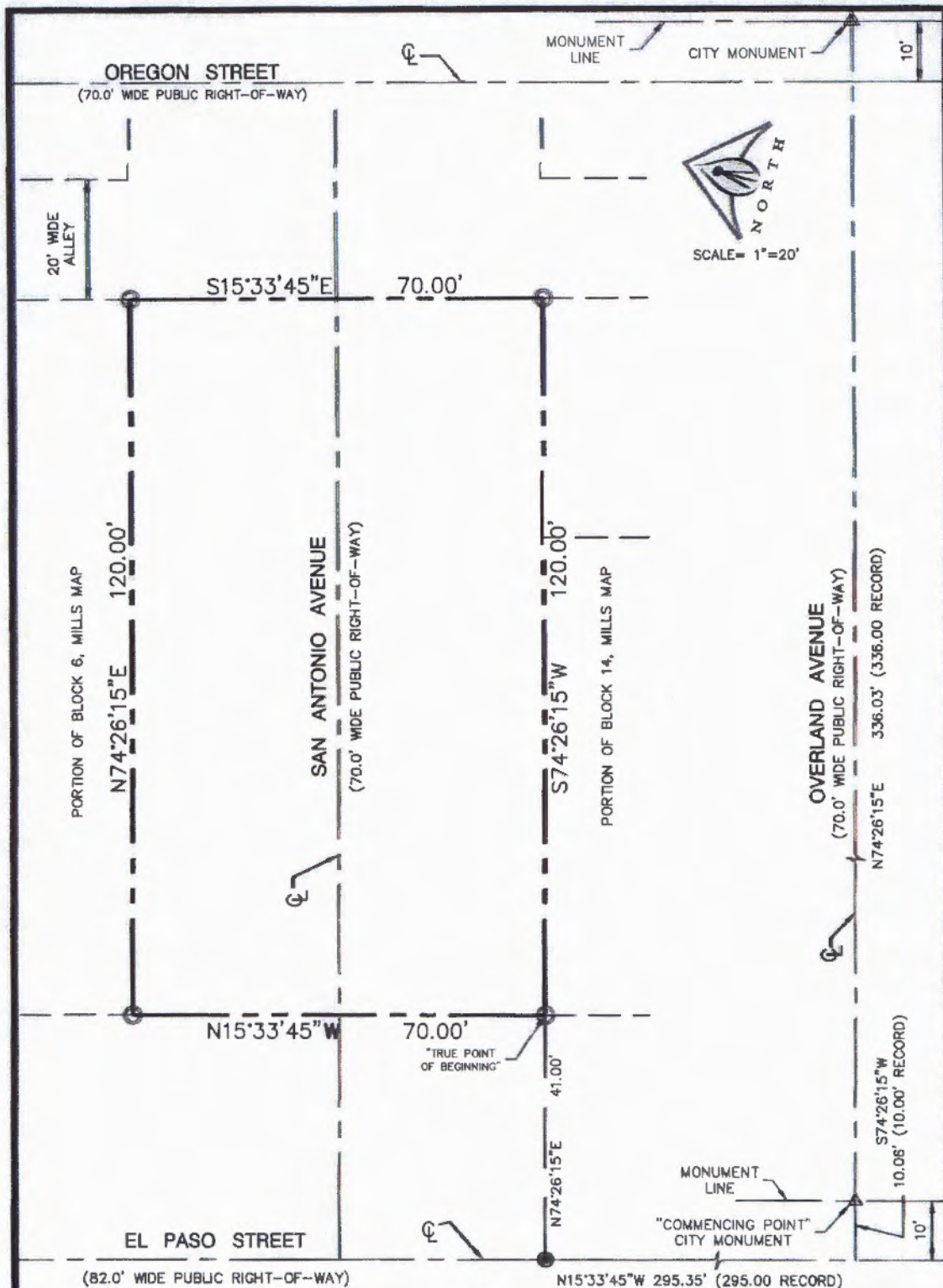
WATNEY DESIGN, INC.

1000 West 10th Street
El Paso, Texas 79901
915.763.1234
www.watneydesign.com

PLAN CHECK SUBMITTAL

JOB NO.: 17-006
DATE: 1/1/2018
DESIGNER: M. NELSON
DRAWN: E. TY
CHK. BY: M. NELSON
SCALE: 1"=40'-0"

A1.1



NOTE:

1. THE ABOVE REFERENCED PROPERTY IS WITHIN ZONE "C" (EXPLANATION: AREA OF MINIMAL FLOODING) ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS, AS PER AREA COMMUNITY PANEL NO. 480214 0038 B, DATED OCTOBER 15, 1982.
2. THIS SURVEY MAY BE SUBJECT TO OTHER EASEMENTS AND COVENANTS OF RECORD NOT SHOWN. A TITLE REPORT WAS NOT FURNISHED FOR THIS SURVEY.
3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS EXHIBIT.
4. NOT A GROUND SURVEY

FILING INFORMATION

DATE: JANUARY 15, 2018
FIELD: N/A
OFFICE: L.A.L.
W.O.: 000017-0
FILE: Plaza Arbol.dwg
SCALE: 1" = 20'



CHARLES H. GUTIERREZ R.P.L.S. 5572

EXHIBIT

DESCRIPTION OF A 0.193 ACRE PARCEL OF LAND BEING A PORTION OF SAN ANTONIO AVENUE RIGHT-OF-WAY BETWEEN BLOCKS 6 AND 14, MILLS ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO WIT CONTAINING 8,400 SQUARE FEET OR 0.193 ACRES OF LAND MORE OR LESS.
PREPARED FOR: Mills Plaza Parking II, LP

H₂Terra

ENGINEERING. SURVEYING. SOLUTIONS.

TBPE FIRM NO. F-2103 TBPLS FIRM NO. 10060700
2020 E. MILLS AVENUE El Paso, TX 79901
(915) 533-1418 FAX: (915) 533-4972

Client#: 1141636

FRANKMOU

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/30/2018

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 USI Southwest CL El Paso 2505 E Missouri Ave El Paso, TX 79903 915 544-3111		CONTACT NAME: Amanda Stephenson, CISR PHONE (A/C, No, Ext): 915 534-9449 FAX (A/C, No): E-MAIL ADDRESS: Amanda.Stephenson@usi.com															
INSURED Mills Plaza Parking, LP 123 W. Mills Avenue, Suite 600 El Paso, TX 79901		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Depositors Insurance Company</td> <td>42587</td> </tr> <tr> <td>INSURER B : Allied P & C Ins Co</td> <td>42579</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Depositors Insurance Company	42587	INSURER B : Allied P & C Ins Co	42579	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :																	
INSURER E :																	
INSURER F :																	

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 type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		ACPGLD03009062806	11/30/2018	11/30/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		ACPBAPC3009062806	11/30/2018	11/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Garagekeepers Legal Liability		ACPBAPC3009062806	11/30/2018	11/30/2019	\$300,000 Limit Comp \$300,000 Limit Coll \$2,500 Comp/Coll Deds


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Valet Parking Special Privilege Permit

The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.
 (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of El Paso 811 Texas Ave 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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